एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर , नई दिल्ली 110023

Website: www.sjvn.nic.in, CIN No. L40101HP1988GOI008409

SECTION I: - NOTICE INVITING E- TENDER THROUGH GEM

1.1 On behalf of SJVN Limited, Online Open e-Tender Enquiry under Single Stage Two Bids System (Techno-Commercial Bid & Price Bid) are hereby invited through Government e-Marketplace (GeM) Portal from the Bidders who are meeting the Pre- Qualification Criteria mentioned in Section-III for ***"One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra".*** The complete set of Tender Document covering detailed terms and conditions for hiring of above service is uploaded GeM Portal. Bidders are requested to submit their bid through GeM Portal on or before the scheduled last date and time for submission of Bids.

1.2 Brief Details & Time Schedule:

Sr. No.	Description	
1.	NIT No.	**SJVN/CC-Delhi/LO/C&P/4434**
2.	NIT Date	13.05.2025
3.	Mode of Tender	Online GEM Bid
4.	Type of Bid	**Open E-Tender, Single Stage Two Bid System**
5.	Document available for downloading	From 13.05.2025 to 03.06.2025 up to 14:00 Hrs (IST)
6.	Last date of Pre Bid clarifications	27.05.2025
7.	Date of Pre-Bid Meeting	20.05.2025 at 11:00 Hrs Online Pre bid link shall be shared shortly

Sr. No.	Description	
8.	Venue of Pre-Bid Meeting	Conference Room, SJVN Ltd., 6th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023
9.	Last Date and Time for receipt/submission of Bids	03.06.2025 up to 14:00 Hrs (IST)
10.	Date & Time of Opening of Techno-Commercial Bids.	03.06.2025 at 15:00 Hrs (IST)
11.	Venue for Opening of Bids	Conference Room, SJVN Ltd., 6th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023
12.	Period of Bid Validity	90 days from the last date of submission of bids
13.	Currency of Bids	Indian Rupees (INR)
14.	Earnest Money Deposited (EMD)	Rs 5,70,407/- or MSME exemption

1.3 Bid Submission:

Bids are to be submitted through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/. The Bidders are required to submit their bid as per Bid Specification uploaded on GEM Portal.

1.4 Details of person to be contacted in case of any assistance required:

- Sh. Ravi Kumar Thumma, Dy. Manager (KWPP), Contact No +917018556522: For site visit and site related clarification.
- Sh. Prateek Sharma, Manager (C&P), Contact No. +919599205851

1.5 SJVN Ltd reserves the right to reject any or all bids or cancel/withdraw the above bid without assigning any reason whatsoever and in such case no bidder/indenting bidder shall have any claim arising out of such action.

1.6 For and on behalf of SJVN Limited

(Manish Kumar Kanth)
Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1, Office Block,
NBCC Complex, East Kidwai Nagar, New Delhi-110023
Tel No:-+911161901906, +919418084303.
E-mail: sjvncontractdelhi@gmail.com

Visit us at: www.sjvn.nic.in

Registered Office: SJVN Office Complex, Shanan, Shimla -171006 (H.P.)

Corporate Identification Number: L40101HP1988GOI008409.

Website: www.sjvn.nic.in

----------END OF SECTION----------

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

2.1 Integrity Pact:

To improve transparency and fairness in the tendering process, SJVN is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all the prospective Bidders and SJVN, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with SJVN shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter Entering into Integrity Pact as per Performa enclosed in the Tender Document is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with SJVN. In case of sub-contracting, the Principal Contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.

To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEMs) have been appointed by SJVN. The details are as under:

Sl. No.	Name of IEMs	Address of IEMs
1	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com

2	Dr. Davendra Verma, ISS (Retd.)	604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G. B. Nagar-201310, Uttar Pradesh Email- verma.davendra@gmail.com

The Integrity Pact duly signed on behalf of SJVN is given in Section VII: Forms & Format. The Integrity Pact along with its Annexure -A (Guidelines on banning of business dealings) and Undertaking (FORM OF DECLARATION OF ELIGIBILITY) shall be downloaded, printed and signed by the bidder and the complete set of the same will be submitted with Bid.

The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

2.2 Content of Tender Documents/Bid Document:

Bids are to be submitted as per GeM Instructions and in accordance with the Tender Documents which is comprised of the following:

i) Notice Inviting E- Tender through GEM

ii) Instruction to Bidders (ITB)

iii) Pre-Qualifying Criteria (PQC)

iv) Scope of Work/Services

v) Special Terms Conditions (STC)

vi) Service Level Agreement (SLA)

vii) Payment Terms

viii) BOQ

ix) Bid Response Sheet (BRS)

x) Additional Terms & Conditions (ATC)

xi) General Terms Conditions (GTC) of GeM

2.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. In no case, SJVN shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

2.4 Pre-bid Due diligence

2.4.1 Before Bidding, the Bidder shall undertake and shall be deemed to have undertaken a thorough study of the proposed work, the job Site(s) involved, the Site conditions,

the labour, power, water, material and equipment availability, transport and communication facilities and temporary offices and accommodation quarters, and all other factors, constraints, and facilities necessary for the formulation of the Bid, supply of materials and the performance of the work.

2.4.2 All prospective bidders are required to visit the Khirvire Wind Project Site to assess the requirements for the full commissioning and complete functional restoration of the WTGs. This assessment must be carried out with reference to the Bill of Quantities (BOQ) provided in Section-VIII and in line with the findings of the technical audit conducted at the site.

During the site visit, bidders shall thoroughly review the BOQ and perform an on-site evaluation to gain a complete understanding of the scope of work. If necessary, bidders are expected to identify any additional components, tasks, or services needed to ensure the machines are made fully functional. These newly identified items must be clearly included in the bidder's proposal.

As part of this process, each bidder must obtain a Site Visit Certificate from the designated SJVN officer at the Khirvire Wind Project. This certificate is mandatory and will form an essential part of the bid evaluation process.

If any items not included in the original BOQ are found necessary for the complete functional restoration of the machines, the bidder shall list these under the "Extra Items" section in the Part D of BOQ, along with individual unit prices and justifications for their inclusion.

Please note that the bid will be evaluated as a complete package, including all originally listed and extra items. No additional payment will be made beyond the final quoted amount. It is therefore the bidder's responsibility to ensure that all necessary provisions and associated costs required to make the machines fully operational are included in the bid submission.

The contact details of the SJVN representative for site visit: Sh. Ravi Kumar Thumma, Dy. Manager (KWPP), Contact No +917018556522

2.5 Pre-Bid Clarification

Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded/uploaded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the Tender Inviting Authority, in writing either by email or by post and it must be received to Tender Inviting Authority latest by [6th day up to 18:00 Hrs from the date of issue of this NIT]. Any modification to the Tender Documents that may become necessary as a result of the pre-bid Clarifications shall be made by SJVN through the issue of an Addendum/Corrigendum/Amendment/Clarification pursuant to clause 2.6. SJVN

shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on the GeM portal where the bidder can see clarification/reply to query/ amendment to the Bid Documents, if any.

2.6 Amendments to Tender Document

i. At any time prior to the deadline for submission of Bids, SJVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender documents by issuing Addendum /Corrigendum/Amendment/Clarification and the same shall be available on the GeM Portal. No press note will be released in this regard. Therefore, the Bidders are advised to visit the site regularly before deadline for submission of proposal.

ii. All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this Tender Document. SJVN shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.

iii. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, SJVN, at its discretion, may extend the deadline for the submission and opening of Bids.

2.7 Bid Currencies

The bidder shall indicate the entire bid price in Indian Rupees only.

2.8 Period of Validity of Bids

(i) The bids shall remain valid for 90 days from the last date of submission of bids. **The bid valid for shorter period shall be rejected by SJVN as being non responsive.**

(ii) In exceptional circumstances, prior to expiry of the original bid validity period, SJVN may request the bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail/fax. A bidder may refuse the above request. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid for the period of the extension.

2.9 Authorization

The Bidder shall provide, with the Bid, a written Authorization, indicating that the person(s) signing the bid has (ve) legal authority to sign and submit the Bid and that the bid is binding upon the Bidder during the full period of its validity as per sub-clause 2.8. and shall be in accordance with following:

(i) Sole proprietor Firm: In case the bidder is a Sole Proprietor Firm, the bidder

shall submit Self-declaration /certificate declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern along with PAN in the proprietor name.

(ii) Partnership Firm: In case the bidder is a partnership firm, the bidder shall submit a Power of Attorney duly authorizing one or more of the partners of the firm or any other person (s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the Agreement.

(iii) Other than Sole Proprietor/Partnership Firm

In case the nature of the Bidder is other than Sole Proprietor/Partnership Firm, the bidder shall submit duly notarized power of attorney in favour of person authorized to sign along with supporting documents such as board or shareholders resolution/power of attorney in favour of the person executing the power of attorney in favour of person authorized to sign and submit the bid, as required.

2.10 Bid Security /Earnest Money Deposit

2.10.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) of Rs. 5,70,407/-either in the form of Demand Draft in favor of "SJVN Ltd" payable at Delhi or irrevocable Bank Guarantee as per Format 4 of Section VII of this tender document (valid for a period 90 days beyond the validity of the bid as mentioned in Clause 2.8 of this Tender Document. The Bank Guarantee should have been issued by an Indian Nationalized /Scheduled Commercial Bank. Scanned copy of Bank Guarantee towards EMD is to be submitted online along with the Bid in first envelope (Techno commercial Bid). The Original Bank Guarantee is to be submitted in a sealed envelope along with the offline submission. The bidder may also submit the EMD through GeM Portal/NEFT/RTGS/DD. The details of Bank Account of SJVN is as below:

Beneficiary Name: SJVN Limited

Account No: 011103000002554

IFSC Code: IBKL0000127

Bank Branch: JHANDEWALAN EXTENSION, DELHI

Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd

Remarks: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.

2.10.2 Micro or Small Enterprises (MSE)/ Start Up Units recognized by the Govt of India and Bidders under categories mentioned at Clause No. 4(xiii)(m) of GeM GTC are exempted from the submission of EMD. However, the bidder seeking EMD Exemption under Clause No. 4(xiii)(m)(i) of GTC, shall be required to submit UDYAM Registration / Udyog Aadhaar registered with any of the following NIC 5-digit Codes along with bid:

27101: Manufacture of power generators (except battery charging alternators for internal combustion engines), motor generator sets (except turbine generator set units)

27103: Manufacture of electric motors (except internal combustion engine starting motors)

28110: Manufacture of engines and turbines, except aircraft, vehicle and cycle engines

33121: Repair and maintenance of engines and turbines excluding aircraft, vehicle and cycle engines

33140: Repair of electrical equipment

35106: Electric power generation using other non-conventional sources

42201: Construction and maintenance of power plants

71100: Architectural and engineering activities and related technical consultancy

The bidders seeking EMD exemption (including MSEs/ Start Up Units) who have applied for registration or renewal of registration, but have not obtained the valid certificate till the last date of submission of bids, are not eligible for any exemption/preference.

2.10.3 In case a bidder opts to take the exemption of EMD on the basis of MSE/NSIC/Start Up certificate as per clause no 2.10.2 above, then bidder is obligated to submit the required UDYAM Registration / Udyog Aadhaar/Start Up certificate along with the dully signed Bid Security Declaration Form as per Attachment 6 of Section VII: Forms & Formats of this tender document. The bids without Bid Security Declaration shall be summarily rejected as being non-responsive.

2.10.4 If the MSE/NSIC certificate does not contain any of NIC code as mentioned above in clause no. 2.10.2 pertaining to the service being sought by SJVN, and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD. The same should be paid in the form, of DD/ NEFT/RTGS as per the bank details provided in Clause 2.10.1 or in the form of BG as mentioned in clause 2.10.1 above within 05 (five) days from the date of SJVN's notification by E-mail/ Letter, failing which, the bid submitted by such Bidder(s) shall be considered without payment of tender document fee and shall be declared non responsive.

2.10.5 Unless otherwise mentioned in clause 2.10.2, the bids without EMD shall be summarily rejected as being non-responsive.

2.10.6 The bid securities of unsuccessful bidders will be returned within 15 days after the issuance of Letter of Award.

2.10.7 No interest shall be payable by SJVN on the value of submitted EMD.

2.10.8 The Bid Security / EMD may be forfeited or necessary action may be taken as per Bid Security Declaration Form submitted by the firm along with their bid (as applicable)

i. if the bidder withdraws or modify its bid during the period of bid validity specified by the bidder in the Tender Document **or**

ii. If the bidder is found involved in Fraudulent and Corrupt Practices.

iii. In the case of a successful bidder, if the bidder fails,

a) to accept the Letter of Award/GeM Order within the stipulated time or

b) to sign the Contract Agreement within the stipulated time.

2.10.9 It may be noted that there shall be no exemption in submitting the Contract Performance Guarantee (CPG), in case the MSME/ Start Up Bidder is declared as the Successful Bidder and submission of CPG shall be mandatory for the successful bidder after award of Contract as per provision specified in the Contract.

2.11 No Deviation Bid:

Bidder may note that Bid shall be submitted on the basis of "NO DEVIATION" and shall be in full compliance to the requirements of Tender Document. Bidders shall give undertaking in this regard as per **Attachment 4** of Section VII: Forms & Formats of Tender Document. The bids with deviations shall be considered as nonresponsive and shall be liable for rejection.

2.12 Format and Signing of Bid

2.12.1 The Bid Response Sheets shall be signed by a person duly authorized to sign on behalf of the Bidder. Each and every page of the documents submitted in the bid must be signed by usual signature of the person duly authorized pursuant to Clause 2.9.

2.12.2 The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN shall not be responsible**.**

2.12.3 The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above

may result oversight of any important information provided by the bidder for which SJVN shall not be responsible.

2.12.4 The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.

2.12.5 All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures

2.13 Document Comprising the Bid

2.13.1 The Bid submitted by the Bidder shall comprise the following documents:

i) Format-1: Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified

ii) Attachment 1-: Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e. https://eprocure.gov.in/cppp

iii) Attachment 2: Authorisation as per Clause 2.9 of Section II:ITB.

iv) Attachment 3: Confidentiality Undertaking

v) Attachment 4: NO DEVIATION CERTIFICATE

vi) Attachment 5: Bid Security Declaration (if Applicable)

vii) Attachment- 6: Undertaking in the form of Declaration of Eligibility

viii) Attachment **7: Self-Certification under Preference to "MAKE IN INDIA" Policy**

ix) Attachment **8: Undertaking in compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020**

x) Attachment **9: Undertaking fatalities or major accidents**

xi) Format-2: Pre Contract Integrity Pact

xii) **Format-3:** Duly filled Techno -Commercial Bid Response Sheet (TBRS) together with all attachments/data/documentary evidences in support of fulfilment of Minimum Qualifying requirement.

a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies pursuant to Clause 3.1.1

b) Proof of Bidder's experience of executing the Repair/Restoration Work of Wind Turbine Generators (WTGs) of cumulative capacity 25 MW or above comprising of WTGs having minimum capacity of 850 KW each pursuant to Clause 3.1.3

c) Proof of Bidder's Average Annual Turn Over / Annual Audited Financial statements for the last three Financial Years (FYs) ending on 31.3.2025 pursuant to clause 3.1.5.

d) Undertaking in the form of Declaration of Eligibility as per Attachment-6 pursuant to clause 3.1.6.

xiii) **Format 4**: Bank Guarantee (if applicable) or Proof of submission of EMD

xiv) GST Registration Certificate/PAN

xv) Any other additional information/Document(s) pertaining to this tender except price content, if any

2.13.2 Bid Price

i) The bidders must enter an all-inclusive price (including GST) against the "TOTAL Contract Price (Sum of Sr No. A to D in Price Schedule/BOQ) **INCLUSIVE OF GST**" field while creating their response against the tender in GeM portal. Bidders shall be required to upload the price breakup quoted in the Excel Sheet uploaded on the GeM Portal. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

ii) Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

iii) Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids

iv) Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

v) It is advised that during quoting of their rates, the bidder must analyse all costs involved to carry out the services as per scope of the services and the terms & conditions stipulated in the Tender Document as well as **payment of Annual milestone charges/Transaction Charges/Any other charges as applicable at the time of acceptance of GeM Order**. All such costs shall be deemed to be included in the quoted price.

vi) No document has to be submitted through Offline mode or through Email etc. All the documents need to be uploaded in the GEM portal itself.

2.13.3 Marking of offline Submission: The envelope containing hard copy of documents shall be marked as follows:

Hard Copy of documents for "*One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra*" *(GEM No:----------).*

DO NOT OPEN BEFORE [time and date]"

2.13.4 Offline Submission: Bidders shall submit the following documents in an envelope by the due date and time of receipt of bid:

a) Authorization as per sub-clause- 2.9.
b) EMD in the form of BG as per the clause no. 2.10.1 (if applicable)
c) Integrity Pact as per the Clause 2.1

The envelope received late or after the prescribed due date and time will not be entertained. SJVN will not be responsible for any postal delay.

2.13.5 No price sensitive information is to be submitted in the form of hard copy.

2.13.6 The envelope containing hard copy of documents shall;

i. be addressed to the Employer at the address provided in the NIT;
ii. bear the name and identification number of the contract as defined in the NIT; and
iii. provide a warning not to open before the time and date for bid opening, as specified in the NIT.

2.13.7 In addition to the identification required in Sub-clause 2.13.6, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late Bid" pursuant to Clause 2.16.

2.13.8 If the envelope(s) are not sealed and marked as above, the Employer will assume no responsibility for the misplacement.

2.14 Preparation, Uploading and Submission of Bid

Bids are to be submitted through GeM Portal as per GeM Instructions, General Terms Conditions (GTC) **of GeM** and in accordance with the Tender Documents. Bidders must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/. The Bidders are required to submit their bid as per Bid Specification uploaded on GEM Portal.

2.15 Deadline for Submission of Bids

2.15.1 Complete Bid must be uploaded through GeM Portal by the last date and time for submission of bids as stipulated under Clause 1.2 of NIT (Section -I) of this Tender Document or as specified in subsequent amendment for the same. Similarly, Hard copy of the documents as required to be submitted pursuant to Clause 2.13.4 shall be submitted by the Bidders within the timeline specified in Clause 1.2. If the last date of submission of Hardcopy of documents happens to be a holiday of SJVN, the same shall be considered as the next working day of SJVN.

2.15.2 The Employer shall in no case be responsible for delay on account of internet connectivity, technical issues/glitches on the portal, delay on account of postal services or any other reasons whatsoever and Bidders are advised to submit their bids well in advance to avoid such delays.

2.15.3 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Amendment. In such case, all rights

and obligations of SJVN and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.16 **Late Bids:**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the documents as required to be submitted, if received by the Employer after the deadline for submission as prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be considered for further evaluation.

2.17 Modification, Substitution and Withdrawal of Bids:

2.17.1 The Bidder may modify, substitute, or withdraw his bid after its submission, but in any case, before the deadline for submission as per the provisions at the portal.

2.17.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid due date and time shall be disregarded.

2.17.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity shall result in the forfeiture of the Bid Security/EMD pursuant to Sub-Clause 2.10.8**.**

2.18 Bid Opening:

2.18.1 The Employer will open the Techno-commercial Bids and the Price Bids in the presence of Bidders' representatives who choose to attend, at the time, date, and location stipulated in the Tender Document. The Bidders' representatives who are present shall sign a register evidencing their attendance.

2.18.2 Initially, the Techno-commercial Bids shall be opened on scheduled date of opening of the Techno-commercial Bids and shall be evaluated.

2.18.3 The Price Bid shall be opened only of those bidders whose Techno-commercial Bids are found Techno-commercially qualified. The date of opening of Price Bids will be informed to Techno-commercially qualified bidders through Portal. Price Bids of the Bidders whose Bids not found Techno-commercially qualified shall not be considered for opening and shall not be considered at all any further.

2.18.4 Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer.

2.18.5 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall

include but may not be limited to the Bidders' names, the Bid Prices including deviations and the presence (or absence) of bid security/EMD.

2.18.6 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same place and time.

2.18.7 SJVN shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further**.**

2.19 Clarification on Bids

To assist in the examination, evaluation, and comparison of bids, Employer may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids. All such responses submitted by the Bidder shall form part of their bid.

2.20 Determination of responsiveness

2.20.1 The Employer will examine the Techno-commercial Bids to determine whether they are complete, whether required EMD, Tender Document Fee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Techno-commercial bids are in order

2.20.2 The Employer may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses

2.20.3 Prior to the detailed evaluation, the Employer will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Tender Document, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

2.20.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2.21 Evaluation of Bids:

2.21.1 Evaluation of Techno commercial Bids:

Evaluation of Techno-commercial Bids shall be carried out based on the documents submitted by the bidders in their Techno-commercial Bids and subsequent clarifications/documents submitted by the bidders during evaluation of bids. The Bidder(s) shall be declared as Techno-commercially qualified provided that their bids are substantially responsive and meet the requirements mentioned at **Clause** 3.1.1 to 3.1.6 of Section-III: Pre-Qualifying Criteria (PQC) and other terms and conditions as specified in this tender document. The Price Bids of only those Bidders will be opened who Techno-commercially qualified as per the criteria mentioned above.

2.21.2 Evaluation of Price Bids:

i. Bids will be evaluated based on the lowest overall cost to SJVN (Employer) as per the Price quoted by the bidder. The bidder shall be declared as L1 Bidder, whose the overall cost to SJVN comes out the lowest, provided that his bid is Techno commercially qualified.

ii. In case, there is a tie among the bidders, then Auto Run option shall run on the GeM portal which will automatically pick the L1 Bidder. In case, auto run facility is not available, then Average Annual Turnover during the last 3 (three) Financial Years as per criteria mentioned at Clause 3.1.4 will be considered for ranking among them and the bidder who has higher Average Annual Turnover will be declared as L-1 Bidder.

iii. SJVN Limited reserves the right to cancel the tendering process at any time before award of work without assigning any reasons thereof.

2.22 Award of Contract

2.22.1 The contract under this tender will be awarded to the L-1 Bidder declared in accordance with Clause 2.21.2 i.e. the Successful Bidder and the Letter of Award shall be issued through GeM Portal. Within 72 Hrs after issuance of GeM Order by SJVN or as per timelines specified by GeM Authority, the Successful bidder shall have to accept the GeM Order on GeM Portal complying with the requirement of GeM Portal including payment of Annual milestone charges/Transaction Charges/Any other charges as applicable.

2.22.2 Purchase Preference to Micro and Small Enterprises is applicable as per the Clause 2.24 (Purchase Preference to Micro and Small Enterprises). Make In India Purchase preference is applicable as per the Clause 2.25.

2.22.3 The Letter of Award will constitute the formation of the contract for all intent and purposes until the Contract Agreement/Service Level Agreement is signed between SJVN Ltd and the Successful Bidder pursuant to clause 2.23 hereunder.

2.22.4 However, SJVN shall be under no obligation to accept the lowest or any other offer received in response to this NIT and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

2.22.5 SJVN reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for SJVN's action.

2.23 Signing of Contract Agreement/Service Level Agreement

2.23.1 Within 21 (Twenty-one) days after issuance of Letter of Award following Agreements shall be signed between SJVN Limited and the Successful Bidder in two (2) originals on non-judicial stamp paper of appropriate value as per the Format specified in this Tender Document:

i) Integrity Pact

ii) Contract Agreement/Service Level Agreement.

2.23.2 One signed copy of original Agreement shall be provided to the Successful Bidder and the other will be retained by SJVN.

2.23.3 Before signing of the Contract Agreement, the successful bidder has to submit the Contract Performance Guarantee (CPG) pursuant to clause-5.16 of Section-V of this Tender Document.

2.23.4 In the event of failure on the part of the successful Bidder to sign the contract, SJVN reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder.

2.24 **Purchase Preference to Micro and Small Enterprises.**

i) In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

ii) Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to

submit the following document along with the technical bid for availing the benefits applicable to MSEs:

a) Udyam Registration Number with Udyam Registration Certificate.

Note : In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

2.25 Make In India Purchase preference: Make In India Purchase preference shall be applicable in this tender as per provision of GeM Portal.

2.26 Corrupt or Fraudulent Practices

2.26.1 It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:

   a. **"corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

   b. **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation

   c. **"collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   d. **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   e. **"obstructive practice"** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices

or obstructive practice in executing the Contract in question and his Bid Security shall be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.

3. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.

4. The documents/information submitted by Bidder may be verified by the officials of SJVN for its authenticity at any time and the Bidder/Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

2.26.2 SJVN has Anti Bribery Management System (ABMS) in place and ABMS Manual is available on its website https://sjvn.nic.in/and may be downloaded from the above mentioned website.

----------END OF SECTION----------

SECTION-III : PRE- QUALIFICATION CRITERIA (PQC)

3.1 The Bidder shall satisfy following Minimum Qualifications/requirements (MQR):

3.1.1 The Bidder shall be either a Limited Company or a Private Limited Company or Limited Liability Partnership (LLP) registered under the Companies Act 1956/2013 or a registered partnership firm.

3.1.2 The Bidder(s) who is/are Consortium or Joint Venture are not eligible to participate in the tender.

3.1.3 The Bidder must have executed the Repair/Restoration Work of Wind Turbine Generators (WTGs) of cumulative capacity 25 MW or above comprising of WTGs having minimum capacity of 850 KW each, in India in the last 7 years as on the last date of online bid submission.

The "**Repair/Restoration Work"** shall include the Scope of works including dismantling, reinstallation/recommissioning of WTGs, covering major component(s) such as generators/gearboxes/blades related works having a minimum rated capacity of individual unit of 850 kW or higher.

3.1.4 The Bidder shall have no record of fatalities or major accidents related to their work on wind turbines over the last 3 years. The Bidder shall submit an undertaking in this regard as per the **Attachment: 9** of Section VII: Forms 7 Formats along with its bid.

Note: Bidder should submit copies of contracts or work orders (clearly indicating Scope of work) along with any one of the below mentioned documents:

Satisfactory completion/ performance report/certificate.

OR

Proof of release of performance security after completion of the contract.

OR

Proof of settlement /release of final payment against the contract.

If the bidder is executing a contract which is still running and the contract quantity executed prior to the date of online bid closing / submission is equal to or more than the experience mentioned in para 3.1.3 above, such experience will also be taken into consideration, provided that bidder has submitted the documentary evidence as mentioned above.

3.1.5 The Bidder shall have average annual turnover of at least Rs 72,50,968/- during the last three financial years ending on 31.03.2025, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the Audited Balance Sheet of the FY 2024-25 is not available, the Bidder may submit the average annual turnover during the last three financial years ending on 31.03.2024 and the same shall also be considered. Further, in case the annual turnover for any Financial Year is not available, the same shall be considered as NIL.

Note:

i) The corresponding supporting certificates/documents justifying the Minimum Qualifying Requirements (MQR) mentioned above shall be submitted along with Bid.

3.1.6 Bidders must not have been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices. Bidder shall give undertaking in this regard along with bid as per format Attachment- 6 of Section VII of this Tender Document.

----------END OF SECTION----------

SECTION IV: SCOPE OF WORKS

4.1 Introduction:

SJVN Limited is a Navratna, CPSE under administrative control of Ministry of Power, Govt. of India. SJVN has installed and operating a 47.6 MW Wind Power Project at Khirvire and Kombhalne villages, Taluka Akole, Maharashtra.

Location of Wind Turbine Generators (WTGs):

Sr. No.	Village	No. of WEGs	WEG Location No.
1.	Khirvire	2	GKV-04 GKV-05
2.	Kombhalne	2	GKA-09, GKA-67

4.2 Scope of Work:

SJVN intends to get restored four (4) WTGs of Khirvire WPS namely GKV-04, GKV-05, GKA-09 and GKA-67 which are currently in breakdown.

Restoration implies all activities related to the complete job (end-to-end solution) of rectification of deficiencies of the wind turbines and corresponding unit sub-stations including de-erection of defective equipment/ component, supply of new equipment or repairing of existing damaged equipment, re-erection of new/ repaired equipment, installation, testing and commissioning to ensure full functionality and normal operation, services of equipment, tools and manpower or any other associated cost.

More importantly the bidder has to ensure the rates of each item and services mentioned in the BOQ during the bid, providing lump sum amount shall not be considered for price evaluation.

The key elements of the scope of work include, but not limited to the following:

(i) Supply of Components, Spares, and Consumables:

a. Supply of components, spares, consumables as listed in the attached Bill of Quantities (BOQ), and their installation as per standard procedure.

b. To provide testing/ calibration certificates of the equipment, wherever applicable.

c. Provide consumables as needed for installation, commissioning and restoration of the WTGs, including those not mentioned in BOQ.

d. The contractor is responsible for procuring and supplying all materials and consumables required for the work, including timely deliveries and ensuring the quality of the items.

(ii) Dismantling and Installation of WTG Components:

a. Dismantle i.e erection and de erection of defective WTG components using appropriate tools, jigs, fixtures, and accessories.

b. Supply the items listed in the BOQ and installing them according to OEM guidelines.

(iii) Installation and Commissioning:

a. To undertake climb of individual wind turbines and perform installation of the said items in respective wind turbines.

b. To install the equipment following the OEM guidelines/industry practices to ensure full functionality.

c. To undertake testing of the installed components thus qualifying fitment to purpose.

d. To undertake activity of oil filling, greasing and tidying up during the work.

e. To undertake torqueing and tensioning as per GAMESA G58 Model technology protocol.

f. Complete grid-connected commissioning and commencement of generation from the WTG.

(iv) Transportation and Mobilization:

a. Transportation of faulty materials from WTGs to warehouse/ workshop for repair.

b. Transportation of all the materials, tools, tackles and equipment from the warehouse to all WTGs, including movement to their specific areas like nacelle, tower, hub and bottom, USS at own cost of contractor.

c. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site(s) after completion of work and liaising the State Grid with concerned departments etc. shall be deemed to be included in the prices quoted.

d. Contractor may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Contractor to arrange for necessary permits or shutdowns and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.

(v) Tools and Equipment:

a. To provide standard and specialized tools & tackles, fixtures, lifting slings, lifting gear, shackles, cranes, accessories and any specialized tools needed for facilitating dismantling and installing components like the rotor head, generator, pitch slewing ring, and rotor blades, torqueing and tensioning activities on the wind turbine.

b. Provide certificates for all tools, equipment, lifting gear, and cranes, including load test certifications, before starting the work.

c. All equipment must be in safe working condition with valid statutory certifications and permits for use.

d. It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility is provided by Owner, the same shall be handed over in original good condition.

(vi) Crane or an alternative methodology (crane less) for restoring the machines

The bidder has the flexibility to adopt any industry-standard practice or emerging trend, utilizing either a crane-based or crane-less methodology for restoring the machines. If the bidder opts for a crane-less method, they must ensure that the chosen approach adheres to best industry practices, guaranteeing safety, efficiency, and structural integrity.

Furthermore, the bidder must take full responsibility for ensuring that no damage, modification, or structural alteration occurs to the existing infrastructure, machines, or equipment during the restoration process. The bidder shall be accountable for maintaining

the integrity of all components involved and must undertake necessary risk assessments and mitigation measures to prevent any adverse impact.

If the bidder adopts to Crane or any methodology of restoration:

a. Conduct a site survey to assess the accessibility of the crane and equipment to the windfarm and to individual turbine locations.

b. Construct access roads of suitable length for crane mobilization and prepare a temporary crane platform suitable for de-erection and installation of components in the WEG, as per requirement.

c. It is assumed that there will be crane requirement for GKV-05, GKV-67 The Khirvire project site is located on slightly undulating terrain. as per the present site conditions the approach road to these turbines is uneven there is requirement of road patch works across the road around 1km length for GKV-05 and 2km length for GKV-67. However, the contractor is requested to visit the site for actual assessment of cost.

d. Provide a main crane suitable for lifting/ dismantling the rotor head and a supporting telescopic crane, with additional accessories and earth-moving equipment as necessary.

e. Provide a puller, if needed based on the road conditions, to facilitate crane movement.

f. Provide a DG set and a transformer of adequate capacity, if required during shutdown of HT line during crane operation.

g. To arrange water tanker, miller, all the necessary tools for carrying out civil works if during the pathway preparation.

(vii) Insurance:

a. Provide insurance coverage for dismantling, reinstallation, and commissioning.

b. Third-party liability insurance.

c. Provide WC policy.

(viii) **Safety and Compliance:** All activities and repairs should be in compliance with the GAMESA G58 Model technology standards and SJVN safety protocols.

(ix) Manpower Requirements:

a. Provide a crew with the necessary skills and experience for the dismantling and installation of WTG components. Skill and experience matrices to be submitted.

b. Ensure all crew members possess the required physical fitness certificates.

c. Provide all necessary personal protective equipment (PPE) to crew members, certified by an authorized agency.

d. All activities shall preferably be carried out by personnel certified under GWO (Global Wind Organisation) standards or by medically fit individuals certified by a recognized medical practitioner. The team/workmen assigned to the task must be experienced and adequately trained to ensure safe and efficient execution of the work.

(x) **Store:** The contractor shall establish a store for storage of all the spares/ equipment/ consumables supplied till their installation.

(xi) **Security:** Security and protection of the contractor supplied materials, equipment, tools, tackles, machinery as well as the concerned turbines undertaken for work till completion of the activity shall be Contractor's responsibility.

(xii)**Maintenance and Housekeeping:** To undertake cleaning/housekeeping and removable of remnant material presence at WTG/USS and PSS, after the executions of work.

(xiii) Notwithstanding above, the contractor shall undertake all round concrete action for completion of component restoration, supply of consumables and completion of torqueing & tensioning activities; performing check on completeness for safety, functionality and operability levels as per specifications of type certificate of GAMESA G58 Model and certify normalcy of the wind turbines in all respect to the satisfaction of EIC.

(xiv) **Defect Liability Period:**

a. The defect liability period shall be 12 months from date of completion of the work as certified by the Engineer-in-Charge.

b. The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed during the Defect Liability Period.

(xv)Damages due to improper handling: Any damage caused by improper handling will be the contractor's responsibility, and repairs/replacement will be done at their own cost.

(xvi) The description given in the scope of work is only the broad outline of the job. The contractor shall have to perform all associated jobs, which may be considered necessary

for the purpose of successful completion of jobs covered in the scope of work without any additional financial implications.

(xvii) The agency should arrange all necessary materials and equipment's required for execution of work including, man basket, high pressure pump crane wherever required other instruments, fittings/ fixtures, tools, tackles and hiring of water tanker if required for civil works, if required a special generator shall arrange by contractor for carrying out scope of works mentioned here etc.

(xviii) Essentiality, necessary requirement for execution of the works:

1. Medical/fitness certificate of employees.
2. Valid Aadhar/ID card of employees.
3. WC policy of employees.
4. GWO certificate (W@H training certificate)
5. Mandatory PPE to be provided for all employees.
6. Deployment of site safety officer
7. TPI (Third party inspection) of PPEs, tools & tackle, winch machine
8. Availability of first aid box, drinking water.
9. Availability of fire extinguisher DCP
10. Required DG pollution NoC certificate
11. Valid driving licence of for running machinery/vehicles
12. Form 10 of Hydra and Farana (TPI)
13. Sop of Genrator/Gear box erection and detection
14. Updated JSA & HIRA (safety norms) generator/gear box erection and de-erection.

4.3 Material Handling

4.3.1 Safe up keep of Dismantled components and issued materials

Safe upkeep of dismantled components, issued materials etc. shall be contractor's responsibility. Any loss or damage to them shall be recoverable from the contractor in full.

4.3.2 Separate stacking/ piling of scrap / debris etc

Contractor shall ensure that the scraps, debris etc generated during the work are stacked / piled neatly, as specified by the EIC in a separately identified spaces, till they are finally disposed.

Transportation of material for maintenance shall be in the scope of Contractor. Similarly, scrap (ferrous, Non-Ferrous & waste oils generated during execution) transportation & deposition in the scrapyard at designated places will also be in the scope of the contractor.

4.3.3 Scarp & Replaced Faulty Items

Ownership of scrap/waste/remnants arising out of replacement of existing faulty equipment/items / cables/structures and due to packing materials whatsoever shall be vest with the Employer. The Contractor shall promptly remove all such scrap/waste/remnants from site and shall handover the same to Engineer-in-Charge or store at the location designated by the Engineer-in-Charge and obtained acknowledgment thereof. In no case such scrap/waste/remnants be disposed-off without permission of Engineer-in-Charge.

4.4 Other Instructions for the Contractor

The contractor shall arrange the electrical supply necessary to execute the works. Provision of the DG set and transformer shall also be the contractor's responsibility.

Suitable temporary platforms & scaffolding. if required shall be prepared by the contractor as required without any extra cost. Any railing or grills removed temporarily or damaged during work must be fitted back immediately.

Special jigs, fixtures, tools if required for successful completion of the job are contractor's responsibility.

Gate passes for the labor, must be prepared well before the start of the work. Accordingly, agency start its formalities well before time. Agency must know the rules & procedures for the same well within time.

The contractor after carrying out the job shall fill and submit all readings, reports in recommended formats.

Maintaining quality in general shall be the responsibility of the contractor. Guidelines for maintaining quality of works shall be given to the contractor from time to time during execution of work. Where appropriate quality plan / Hold points have been incorporated in contract, same shall be complied.

The description given in the scope of work is only the broad outline of the job. The contractor shall have to perform all associated jobs, which may be considered necessary for the purpose of successful completion of jobs covered in the scope of work without any additional financial implications.

If required by EIC, works/work instructions to be done may be obtained in writing from the EIC in duplicate books / work registers / communication register / letters etc. All identified works shall be completed to the satisfaction of EIC.

No idling charge will be payable to the Contractor in case of non-availability of shutdown / work permit for any reason.

The Contractor shall ensure that the manpower and T&P shall be available on round the clock basis to meet any emergency at very short notice

All maintenance activities which are carried out by the Contractor should confirm to best engineering practices fulfilling all quality parameters and shall be carried out in minimum possible time.

The Contractor shall, unless specifically excluded in the Contract, shall perform all such services not specifically mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining Completion of the Works as if such services and/or items were expressly mentioned in the Contract.

The contractor must establish a site office and store at his own cost. The office must have sufficient seating arrangement for maintaining the records for contracts execution.

The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall cover all its obligations under the Contract.

Following documents will be required for Submission & verification.

(i) Labor license specific to the contract.

(ii) List of consumables brought into plant premises along with their serial nos. and dates and year of purchase where ever applicable. Purity certificates/batch certificates must be submitted along-with each supply.

(iii) Insurance policy or ESI for the workers to be deployed in this contract.

(iv) List of T&P brought into plant premises along with their serial nos. and dates of year of purchase

(v) Test certificates of lifting tools and appliances by competent authority.

Please note that any certificates issued or payment released shall neither be considered as conclusive evidence of the satisfactory performance of the service covered under the Contract, either wholly or in part, nor shall any certificate or payment be construed as acceptance of defective or improper service or as relieving Contractor from their responsibility under this Contract.

The contractor shall have to deploy manpower (staff & workers) for the work round the clock as per requirement. He shall engage his manpower such as to complete the work in shortest possible time.

Supervision of all works by Technically competent supervision staff is must. No work shall be executed without supervision. Minimum 01 no. Supervisor must be available for Night shift duty.

4.5 Warranty Certificates

The contractor shall submit the warranty certificates of the major items as received from the manufacturers/Suppliers.

4.6 Additional Scope of Works:

Please note that the above Scope of Works is for above mentioned 04 No WTGs. However, in case any additional work is required (if any on any other WTG(s) in addition to the existing 04 No WTGs, the same shall be carried out on the same rate, terms and conditions.

----------END OF SECTION----------

SECTION – V:

SPECIAL TERMS AND CONDITIONS (STC) OF THE CONTRACT

5.1 DEFINITIONS & INTERPRETATIONS:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

5.1.1 **"Authorized Representative"** shall mean any authorized personnel of the Employer or the Contractor to perform the duties and obligations of the Contract as the context may require.

5.1.2 **"Applicable Law"** shall mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

5.1.3 **"Base Date" shall** mean the date 07 (seven) days prior to the last date of submission of bids including extension (s), if any.

5.1.4 **"Bid"** shall mean the Techno Commercial bid and the Price bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this NIT, in accordance with the terms and conditions hereof.

5.1.5 **"Contract/ Contract Agreement"** shall mean the Agreement entered into between the Employer and the Contractor signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

5.1.6 **"Contract Document"** shall mean collectively the documents listed in Clause 3.2 including any amendments thereto.

5.1.7 **"Contractor"** shall mean the successful bidder whose bid to perform the Contract has been accepted by the Employer for issue of the Letter of Award and is named as such in the Contract Agreement and includes the legal Successors or permitted assigns of the Contractor.

5.1.8 **"Contract Price"** shall mean the firm sum specified in the Letter of Award/Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

5.1.9 **"Engineer-In-Charge (EIC)/Officer- In-Charge (OIC)/Consignee"** shall mean the person appointed by the Employer to perform the duties delegated by the Employer.

5.1.10 **"Government"** shall mean the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;

5.1.11 **"Inspection"** shall mean activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.

5.1.12 **"Letter of Award/GeM Order"** shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted and LOA/ GeM Order has been placed to the Contractor by Employer.

5.1.13 **"Materials"** shall mean all supplies, including consumables, used by the contractor for service performance or use by his staff.

5.1.14 **"Parties":** The parties to the contract are the "Contractor" and the "Employer", as defined in this clause;

5.1.15 **"Purchaser"/ "Employer" / "Owner"/ "Corporation"/"SJVN" shall** mean the SJVN Limited shall include its legal representatives, successors, executor and permitted assigns.

5.1.16 **"Tender Document/Bid Document"** shall mean the documents as listed in clause no. 2.2.1 of this tender document including its Amendments (if any) issued by Employer.

5.1.17 **"Specifications"** shall mean collectively, all the terms and stipulations contained in this Section IV(Scope of Work).

5.1.18 **"Site"** shall mean all 04 No WTGs installed at SJVN's 47.6 MW Khirvire Wind Power Plant(KWPP) at Tal-Akole, Dist Ahmednagar, Maharashtra and specified in Section-IV: Scope of Works.

5.1.19 **"Sub-Contractor"** shall mean a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.

5.1.20 **"Temporary Works"** shall mean works designed, constructed, installed, and removed by the contractor needed during the Services' performance.

5.1.21 **"Works/Services"** shall mean and includes Scope of works/Services to be executed as defined and set out in the Section IV of the tender Document specifications.

5.2 CONTRACT DOCUMENT:

5.2.1 The following documents subsequent amendments/clarifications thereof, if any, shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract: The Contract Agreement as per given Format.

(i) Service Level Agreement/ Contract Agreement,

(ii) GeM Contract/Letter of Award,

(iii) Scope of Works,

(iv) Special Terms Conditions (STC)

(v) Payment Terms

(vi) Additional Terms & Conditions (ATC)

(vii) Notice Inviting E- Tender through GeM

(viii) Instruction to Bidders (ITB)

(ix) General Terms Conditions (GTC) of GeM

(x) Bid/Proposal submitted by the Contractor

5.2.2 The documents mentioned at above para 5.2.1 shall be taken as complementary and mutually explanatory of one another. In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the order of precedence, unless otherwise agreed, shall be taken in the order set out above and,

5.2.3 In the event of the amendment(s) in respective document/Agreement, the later dated will be preceded over those of the issued earlier.

5.3 INTERPRETATION:

5.3.1 The interpretation and construction of the Contract shall be subject to the following provisions:

i) clause headings shall not affect the interpretation or construction of the Contract;

ii) a reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;

iii) references to a "person" includes a natural person and a corporate or unincorporated body;

iv) words in the singular shall include the plural and vice versa;

v) references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under this Contract;

vi) provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing

vii) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

viii) words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

ix) a reference to one gender shall include a reference to the other genders; and

x) where the context allows, references to Clauses are to clauses in this Contract and references to Sections are the sections of this Contract.

xi) In case of any dispute/difference arising out of interpretation of any of the clauses/terms/provisions, decision of the Employer shall be final and binding on all the parties including.

5.3.2 **Incoterms**

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of Parties there under shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

5.3.3 **Entire Agreement**

The Contract constitutes the entire agreement between the Employer and the Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

5.3.4 **Amendment**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

5.3.5 **Independent Contractor**

The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor. Neither the Contractor nor its employees shall be considered employees of SJVN simply by virtue of work performed pursuant to this Contract.

5.3.6 **Non-Waiver**

i) Subject to Sub-Clause 5.3.5 ii) below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either

Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

ii) Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

5.3.7 **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5.3.8 **Communications**

i) Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
   a) in writing and delivered against receipt; and
   b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.

ii) For the purpose of Clause 5.3.7(i), an e-mail is accepted as being "in writing" provided that the same shall be sent or transmitted, without any error message, to the email address for the recipient's communications as stated in the Contract agreement. The time of delivery of the same shall be deemed as 10:00 AM of the first working day after sending it.

iii) The language for communications shall be the ruling language of the Contract.

5.3.9 **Law and Language**

i) The Contract shall be considered and made in accordance with the law of the Republic of India. The Contract shall be governed by and interpreted in accordance with laws of the Republic of India.

ii) The ruling language of the Contract shall be English.

5.4 COMMENCEMENT OF WORK:

The Contractor shall start the work within 7(Seven) days from date of issuance of Letter of Award (LoA) or as per direction of the EIC and shall proceed with the same with due expedition and without delay.

5.5 TIMELINES:

The entire scope work mentioned at PART A, B, C &D of BOQ covered under "One-time Remedial Contract" shall be completed within 120 days from the date of issuing LOA.

5.6 SCOPE OF WORK:

5.6.1 The Scope of Services of the Contractor under the contract shall be as specified in Section-IV: Scope of Services of this Tender Document.

5.6.2 This contract is for the performance/ delivery of Works of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Works shall conform to performance and quality standards as stipulated in the contract or as per best standards in the industry, where not so specified.

5.6.3 The contractor shall execute Scope of Works and submit the reports, deliverables, outputs, and documents as stipulated in this contract.

5.6.4 The Scope of Works shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Work as if such items were expressly mentioned in this Contract.

5.6.5 The contractor shall perform the Scope of Works as per Section-IV, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.

5.6.6 The Employer shall reserve its right to check the quality of the works being carried out by the Contractor at site. The Employer shall promptly notify the contractor of any identified defects (if found), requesting the correction of the notified defect within a reasonable time.

5.7 POWER TO VARY OR OMIT WORK:

(i) No alterations, amendments, omissions, additions, subtractions, or variations of the work (hereinafter referred to as "variation") under the contract shall be made by the Contractor except as directed by the Employer.

(ii) If any suggested variations would, in the opinion of the Contractor, if carried out prevent it from fulfilling any of its obligations or guarantees under the Contract, it shall notify the Employer thereof in writing and the Employer shall decide forthwith whether or not the same shall be carried out and if Employer confirms its instruction, the Contractor shall carryout the work as per instructions.

(iii) The differences in cost, if any, occasioned by such variations, shall be added to or deducted from the Contract Price, as the case may be.

(iv) In the event of the Employer requiring any variations, reasonable and proper notice shall be given to the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Employer.

In every case in which the Contractor shall receive instructions from the Employer for carrying out any work, which either then or later, will in the opinion of the Contractor involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instructions, inform in writing the Employer of such claim for additional payment.

5.8 DEDUCTION FROM CONTRACT PRICE:

5.8.1 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

5.8.2 All costs, claims, damages or expenses which the Employer may have paid for which under the Contract the Contractor is liable, may be deducted by the Employer from the proceeds of the Performance Guarantee or from any money due or which may become due to the Contractor under the Contract.

5.8.3 Any sum of money due and payable to the Contractor (including Performance Guarantee returnable to him) under this Contract may be appropriated by the Employer and set off against any claim of the Employer out of or under any Contract made by the Contractor with the Employer.

5.8.4 It is an agreed terms of the Contract that the sum of money so withheld if retained under this clause by the Employer shall be kept, withheld or retained as such by the Employer till the claims arising out of in the same Contract are either mutually settled or determined by the arbitrator, and the Contractor shall have no claim for interest or damage whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

5.9 PRICE ADJUSTMENT:

The Contract Price quoted by the bidder for carrying out the assessment as per the Scope of Work shall remain firm and not subject to any escalation due to any reason whatsoever during pendency of the contract.

However, in case any additional work is required (if any on any other WTG(s) in addition to the existing 04 No WTGs, the same shall be carried out on the same rate, terms and conditions and contract price shall be adjusted accordingly.

The Contract Price shall be inclusive of costs towards Lodging Charges, Boarding Charges, Logistics and Conveyance Charges, Idle Charges, personnel, travel fare, requisite certificates, insurance, Personal Protective Equipment (PPE), statutes, central overheads, standard inspection tools, reporting & presentation, and nothing will be paid extra on this account by SJVN.

5.10 EMPLOYER'S REPRESENTATIVES:

5.10.1 **Engineer-In-Charge (EIC)**

5.10.2 The Engineer In-Charge (EIC shall be named in the Letter of Award/GeM Order. In case EIC is not named in the Letter of Award (LoA)/ GeM Order, then within Seven (07) days from the date of issuance of the LoA/ GeM Order, the Employer shall appoint and notify the Contractor in writing of the name of the EIC. The Employer may from time to time appoint some other person as the EIC in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall only take effect upon receipt of such notice by the Contractor. The EIC shall represent and act for the Employer at all times during the performance of the Contract.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the EIC, except as mentioned in clause 5.10.3 hereof.

5.10.3 All communications pertaining to execution of Contract Agreement, appointment of EIC and replacement thereof, release of Bid Security and release of Contract Performance Guarantee on successful completion of Contract shall be communicated to Head of the Tender Inviting Department/Section.

5.11 CONTRACTOR'S REPRESENTATIVE:

5.11.1 The Contractor shall submit name of their representative for execution of Contract with the acceptance of LoA/ GeM Order, otherwise before commencement of the Services. If the Employer objects to the appointment within three (03) days giving the reason therefore, then the Contractor shall appoint a replacement within five (05) days of such objection.

5.11.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

5.11.3 All notices, instructions, information and all other communications given by the Employer or the EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

5.12 RESPONSIBILITIES OF THE CONTRACTOR:

5.12.1 The Contractor shall carry out the Services/Works included in the Scope of Services in accordance with Section IV of this Tender Document.

5.12.2 The Contractor shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

5.12.3 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carryout all responsibilities in accordance with the recognized professional standards. The Contractor shall promptly replace any employees assigned under this contract whose performance is considered unsatisfactory by SJVN.

5.12.4 The Contractor shall take all necessary steps to ensure confidential handling of all matters and consulting firm should not disclose except as required by law/ order of the court or by any regulatory authority, any confidential information relating to SJVN Ltd. without written consent of SJVN Ltd.

5.13 RECORDS AND MEASUREMENT:

The Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of the Work done in accordance with the Contract.

All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Engineer-in-Charge so that a complete record is obtained of all Work performed under the Contract.

Materials, consumables usage Measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and the Contractor or his authorized representative before fitting or usage.

Before taking measurements of any Work the Engineer-in-Charge or his authorized representative for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorized representative for taking the measurements after such a notice or fails to countersign or to record the objection, if any, within a week from the date of measurement, then in any such event.

Measurements taken by the Engineer-in-Charge or his authorized representative shall be taken to be correct measurements of the Work.

The Contractor shall, without extra charge, provide assistance with every appliance, labor etc. necessary for taking measurements.

Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.

Measurement of Contract items of Work shall be taken in accordance with method of Measurement stipulated in the Technical Specifications/Bill of Quantities (BOQ). In case of extra items, the Engineer-in-Charge shall also specify the method of measurement for such items at the time of his order for execution of such extra items.

5.14 RESPONSIBILITIES OF THE EMPLOYER:

5.14.1 Employer shall provide necessary information available with him to the Contractor free of cost required to fulfil the Contractor's obligation under the Scope of Services

5.14.2 On receipt of Contractor's queries / request for furnishing requisite documents for preparation of policies and reports etc., SJVN shall furnish the requisite reply / data / documents within desired timeline. All care and effort would be made to provide the

data / information as scheduled to facilitate the completion of entire work within the time limit specified in the contract

5.14.3 Employer will make due payment(s) to the Contractor for the services rendered by the Contractor as per the provisions as specified in the contract.

5.15 SUBLETTING THE CONTRACT:

5.15.1 The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Employer. Any breach of this condition shall entitle the Employer to rescind the contract under Clause 5.52.2 and also render the Contractor liable for payment to the Employer in respect of any loss or damage arising or ensuing from such cancellation/termination. The permitted subletting of Contract by the Contractor shall not establish any contractual relationship between the sub-Contractor and the Employer and shall not relieve the Contractor of any responsibility under the Contract.

5.16 CONTRACT PERFORMANCE GUARANTEE (CPG):

5.16.1 Within 21 (Twenty-One) days after the date of issue of Letter of Award, Contractor shall submit unconditional /irrevocable Bank Guarantee, issued by any Scheduled Bank / Nationalised Bank, towards Contract Performance Guarantee (CPG) for an amount equivalent to 5% of the total Contract Price (excluding GST) (GRAND TOTAL PRICE i.e. sum of contract price of Item No A, B , C & D of Price Bid Response Sheet) excluding GST, with a validity up to 90 days beyond the Defect Liability Period.

5.16.2 The Contractor shall submit the Contract Performance Guarantee (CPG) to the EIC. However, if the EIC is not declared by SJVN, the CPG shall be submitted to the Tender Inviting Authority.

5.16.3 In case Contractor fails to submit above CPG within the stipulated time, penalty @ 1 Y MCLR of SBI (as on the last date of online bid submission) Plus 200 basis points shall be imposed on the Contractor for the number of days of delay in submission of CPG.

5.16.4 No interest shall be payable by SJVN on the Contract Performance Guarantee mentioned above at sub-clause 5.16.1.

5.16.5 Should there arise any occasion under the contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge before the expiry date of the aforesaid Guarantees originally furnished failing which the existing BG shall be invoked by the EIC. Also, in case of any shortfall at any stage on account of recovery of any dues from the CPG, the Contractor shall make the recovered amount by furnishing an additional CPG of such amount.

5.16.6 The Security Deposited/CPG will be refunded to the Contractor within 30 days after satisfactory completion of the Defect Liability Period of contract subject to submission of "Work Completion" certification by EIC.

5.16.7 In case of the termination of the contract as per clause 5.52.2, the CPG/ Security Deposit mentioned above at clause 5.16.1 may be forfeited. In case of forfeiture of CPG, applicable GST shall be charged extra.

5.16.8 Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

5.17 TERMS AND PROCEDURE OF PAYMENT:

The terms and procedure of payment shall be in accordance with the provisions specified in Section VI: PAYMENT TERMS.

5.18 CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the work/services, the type/ character of equipment and facilities needed preliminary to, and during the progress of the work/services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the work/services under the contract.

5.19 ACCEPTED PROGRAMME / WORK PROGRESS:

Unless already incorporated in the Letter of Award/GeM Contract, as soon as possible after the Contract is awarded, the Contractor shall submit a work schedule indicating the details of man, machine & material that the Contractor intends to utilize (from time to time) for execution of the work/services and schedule thereof as required by EIC. The Engineer-in-Charge and the Contractor shall agree upon a Work Schedule which will become the 'Contract Work Schedule'. The Work Schedule shall be prepared in direct relation to the time stated in the Contract documents for the completion of the Works. The Work Schedule shall indicate the forecast of the dates of commencement and completion of various trades or sections of work.

All the Contractor's activities shall be performed and completed strictly in accordance with the agreed Work Schedule and to achieve the targets, the Contractor shall have to plan adequate mobilization of all resources. The Engineer-in-Charge, shall however, have the right to review the progress and modify the sequence of carrying out the Work suiting the Site conditions and the Contractor shall be required to comply with such modifications and complete his activities in accordance thereof without any extra cost to the Employer.

5.20 PROGRESS REVIEW MEETINGS:

The Contractor shall attend all periodic progress review meetings organized by the Engineer-in- Charge or his authorized representative. The deliberations in the meetings shall inter-alia include the scheduled program, progress of work achieved (including details of manpower, tools and plants deployed by the Contractor vis -a-vis agreed Work Schedule), inputs to be provided by Employer, delays, if any and recovery programme, specific hindrances to the Work and work instructions by Engineer-in-Charge. The

minutes of such meetings shall be recorded. These recordings shall be jointly signed by the Engineer-in-Charge or his authorized representatives and the Contractor and a copy of the signed records shall be handed over to the Contractor.

During the various stages of the work in pursuance of the One-time Remedial Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer-in-Charge with such materials as, charts, network, photographs, test certificates, etc.

5.21 COMPLIANCE TO EMPLOYER'S INSTRUCTIONS :

The EIC shall direct the order in which the several components of the work/services shall be provided and the Contractor shall execute without delay all orders given by the EIC from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the work/services in all respects.

5.22 DEPLOYMENT OF EFFICIENT AND COMPETENT STAFF BY THE CONTRACTOR:

i) Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

ii) The Contractor shall maintain efficient and competent staff/officer(s)/supervisor(s)/Contractor(s) and sufficient worker(s) for execution of contract in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these work/services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

iii) The Contractor shall at once remove from the site any agents, supervisor, worker or labour who shall be objected to by the EIC. If and whenever required by the EIC, the Contractor shall submit a correct return showing the names of all staff and workers employed by her.

iv) In the event of the EIC being of the opinion that the Contractor is not employing on the work/services a sufficient number of staff/officer(s)/supervisor(s)/Contractor(s)/worker(s) as is specified or otherwise for proper execution of the work/services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the EIC immediately and failure on the part of the Contractor to comply with such instructions will entitle the Owner to rescind/ penalize the contract under suitable clauses of these/special conditions.

v) The Contractor shall ensure to make timely payments to its employees engaged in the execution of the Contract. However, in case of delayed payment/non-payment by the Contractor to its employees, SJVN reserves the right to make direct payment to such employees & recover the same amount being released from the running bills of the Contractor in the overall interest for the smooth execution of the project.

vi) The Contractor should ensure that their personnel observe all statutory safety requirement including those prescribed by SJVN. Upon SJVN's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the SJVN to be unsuitable and shall promptly replace such personnel with personnel acceptable to the SJVN. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the SJVN.

vii) The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. SJVN shall have no responsibility or liability in this regard.

5.23 ACCESS TO SITE AND WORKS ON SITE:

No persons other than the Owner's representative, the Contractor or his duly appointed representative, Sub-Contractor(s) and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the EIC or his representative.

5.24 INSPECTION AND APPROVAL

All Works shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall provide full opportunity for examination and measurement of any work which is about to be covered up or put out of view. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly' attend for the purpose of examining and measuring such work. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at his own expense.

The Engineer-in-Charge or his authorized representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge.

5.25 TEMPORARY / ENABLING WORKS

Temporary / Enabling Works as specified in the Technical Specifications or as directed by the Engineer-in-charge for the proper execution of the Works shall be carried out by the Contractor. These Works shall be executed by the Contractor at his own cost.

All equipment, labor, materials including cement, reinforcement and the structural steel required for the Enabling Works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor on this account and the unit rates quoted by the Contractor for various items in the Bill of Quantities (BOQ)shall be deemed to include the cost of Enabling Works.

The Contractor shall make his own arrangement for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.

5.26 URGENT WORKS

If any Urgent Work becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other means, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses, incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

5.27 SITE TESTING EQUIPMENT AND FACILITIES

As part of the Contract, the Contractor shall provide and maintain testing equipment and facilities for testing of materials and work executed under the direction and general supervision of the Engineer- in-Charge. The testing equipment should establish meeting of requirements detailed in the Technical specifications and scope of work and should have valid calibration certificate

All equipment shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.

The Contractor shall provide approved qualified personnel to operate and maintain the testing equipment and facilities for testing of materials an d work executed for the duration of the Contract. The number of staff and equipment available must at all times be sufficient.

The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in- Charge and shall submit the results of such measurements without delay.

5.28 DISPOSAL OF SCRAP

The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of

execution of the contract and shall also include any wastage of cables during the termination process while installing the cables. GST applicable, if any, shall be to Contractors account. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, GST etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/ duties shall be that of the Contractor. The scrap generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also the scrap generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work is to be returned to the Employer.

5.29 DISPOSAL OF SURPLUS MATERIAL, PLANT & EQUIPMENT

Ownership of any material, Plant and Equipment brought by Contractor in excess of the requirements for the Work (i.e. surplus material) shall revert to the Contractor upon Completion of the Work or at such earlier time when the Employer and the Contractor agree that the materials in question are no longer required for the Work. However, any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, GST etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re - exported and/or disposed locally shall be that of the Contractor. The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal /disposal of surplus material. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer. The surplus generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also any surplus generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall is the property of the Employer whether or not incorporated in the Work.

5.30 CONTRACTOR'S RISKS

All risks of loss of or damage to the physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract will be the liability of the Contractor, except as otherwise provided in the Contract.

From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage

and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever and shall at his own cost repair and make good the same so that at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation.

5.31 PROTECTION AT WORK:

The Contractor shall have total responsibility for protection of his work during the currency of the contract. No claim will be entertained by the Owner for any damage or loss to the Contractors' works and the Contractor shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specifications and drawings. Should any such damage to the Contractor's work occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved amicably by the Contractor with other party. The Contractor shall not cause any delay in the repair of such damaged work because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

5.32 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for any damage resulting from his-operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other Contractors and sub-Contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.

The Contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall he responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injure during the performance of his work and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

5.33 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

i) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Owner or to others, working at or near the site. The Contractor shall also be responsible for provisions of all safety notices and safety equipment required both by the relevant legislations and the EIC as he may deem necessary.

ii) The Contractor shall be responsible for the safety of all activities on the Site. The Contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty Contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the EIC and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.

iii) All equipment used in construction and erection by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines in this regard.

iv) The Contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need or as may be directed by EIC who will also have right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability**.**

v) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws.

vi) It will be entirely the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in SJVN's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.

vii) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

viii) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

ix) **Safety of Public and Third parties**: The Contractor shall be responsible for taking all precautions to ensure the safety of the public and third parties, whether on public or Owner's property and shall take all necessary steps required to comply

with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the Contractor.

5.34 ENVIRONMENTAL LAWS:

All applicable codes, laws, rules and regulations relating to actual or potential effect of the activities on and at the works contemplated by executing this works on the environment, the disposal of material, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on the project.

5.35 SITE HINDRANCE REGISTER:

The Contractor shall maintain a register at the site office and record hindrance, if any, in the site register to be duly signed by Contractor or his authorized representative and verified by EIC or his authorized representative

5.36 WORK COMPLETION CERTIFICATE:

5.36.1 As soon as the Work/activity is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and receipt of such notice the Engineer-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion, (b) defects if any, in the Work to be rectified by the Contractor and/or (c) items if any, for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the Work be considered to be complete till the Contractor shall have removed from the premises on which the Work has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects), and the like to the satisfaction of Engineer -in-Charge. If the Contractor fails to comply with any of the requirement of the conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may, at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and recover the cost after giving due credit for the realized amount. The term 'completion' used herein means the physical completion of the Work and in no way means to connote the quality or time of performance of the Work.

5.36.2 If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as 'the relevant part') notwithstanding anything expressed or implied elsewhere in this Contract.

5.36.3 Final payment shall be released to the Contractor after issuance of Work Ccompletion Certificate as per provision of above sub clause and receipt of "***No Claim Certificate***" from the Contractor.

5.36.4 Notwithstanding the issue of Work Completion Certificate for Work, the Contractor and the Owner shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Work Completion Certificate for Work,

which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

5.36.5 No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the EIC nor shall any other certificate conclude or prejudice any of the powers of the EIC.

5.37 FINAL BILL PAYMENT:

i) The Contractor shall submit a Final bill after issuance of Work Completion Certificate by EIC regarding the work. The Final payment shall be made as per the following calculations to the Contractor after receiving a clear ***"No Claim Certificate"*** signed by the Contractor:

a) necessary adjustment for any payments already made or retained

b) any deduction which may be made under the contract

ii) The Contractor shall submit a ***"No Claim Certificate"*** to the EIC in such form as shall be required by the EIC after the Works are finally completed and before the final payment/ performance securities are released.

iii) The Contractor shall not be entitled to make any claim whatsoever against the Owner under or arising out of this Contract, nor shall the Owner entertain or consider any such claim, if made by the Contractor, after submission of ***"No Claim Certificate"*** to the Owner.

iv) Final payment shall be released to the Contractor after issuance of Work Completion Certificate as per provision of Clause 5.36 of this Section.

5.38 CLOSURE OF CONTRACT:

The contract shall stand closed upon

i successful performance of all obligations by both parties, including Warranty obligations and final payment.

ii termination and settlements after that, if any, as per provision of contract

iii Release of CPG submitted by the Contractor

5.39 CLEARANCE OF SITE ON COMPLETION:

i. On completion of the Work, the Contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the EIC.

ii. No final payment in settlement of the accounts for the Work shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.

5.40 LIQUIIDATED DAMAGES:

Time is the essence of the Contract. If the Contractor fails to complete the works/services within the stipulated period as specified in Clause 5.5, due to the reason(s) attributable to the Contractor, SJVN without prejudice to its other remedies under the contract shall deduct from the total Contract price, as Liquidated Damages (LD) and not as a penalty an amount @ 1% of Contract Price of the uncompleted portion of the work per week or part of the week of delayed period, subject to maximum 10% of total Contract Price (excluding GST). SJVN may, without Prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. Any GST liability on account of Liquidated Damages shall be borne by the Contractor. However, in case the delay is not attributable to the Contractor, the LD charges shall not be applicable.

For the purpose of applicability of above Liquidate Damages, uncompleted portion of the work shall be determined WTG wise on the basis of the WTG(s) from which commencement of generation could not be achieved within the stipulated period as specified in Clause 5.5. Further, for the purpose of determining the Contract Price i.r.o. one WTG, the Total Contract Price (excluding GST) shall be divided by 04 (four).

5.41 DEFECT LIABILITY PERIOD:

5.41.1 Liability for Damage, Defects or Imperfections and Rectification thereof

If the Contractor or his workmen or employees shall damage or destroy any part of the building/structure, machine, equipment's in which they may be working or any building, road, fence etc. contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work while in progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative at any time during execution of work or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles complained of, as the case may be, by other means at the risk and cost of the Contractor.

5.41.2 Defects Liability Period

Unless otherwise specified in the Technical Specifications and Scope of Work, the Contractor shall be responsible to make good and remedy at his own expense within

such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twelve (12) months from the certified date of completion of the Work (One-time Remedial Work). The defect liability shall commence after the final issuance of work completion certificate by EIC for a period of 12 months.

If the contractor, fails to rectify/ replace the defect(s) within such period, it shall amount to breach of Contract, and the Employer shall proceed to take such remedial action(s) as deemed fit by it.

5.42 LABOUR LAWS & RELATED OBLIGATIONS:

5.42.1 During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority and. the Contractor shall be solely responsible to comply with all obligations & payments there under.

5.42.2 No compensation will be entertained for the liabilities arising out of any provision of any act, Law, rules, & legislation in force from time to time pertaining to labour. The Contractor shall keep the SJVN indemnified in case any action is taken against SJVN by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. In case SJVN is liable to pay any charges/penalty arising out of noncompliance by the Contractor, the same shall be recovered from the Contractor.

5.43 TAXES AND DUTIES:

5.43.1 Except as otherwise specifically provided in the contract, the Contractor shall bear and pay all taxes, duties, cess, levies and charges assessed on the Contractor, by all Municipal, State or Central Government authorities.

5.43.2 GST shall be paid extra on actual as per prevailing rate under GST Act, 2017 and 'Bill To' details, as per requirement of GST Act, shall be provided by Engineer- In charge (EIC).

5.43.3 For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the Base Date (hereinafter called "Tax" in this Sub-Clause). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be, in accordance with Clause 5.37 hereof.

5.44 ANTI-PROFITEERING CLAUSE:

a) As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

b) In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then SJVN shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by SJVN.

5.45 CHANGE IN LAWS AND REGULATIONS:

If, after the Base Date, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor, the Contract Price shall be correspondingly increased or decreased to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

5.46 CONFIDENTIALITY:

5.46.1 The Contractor shall maintain confidentiality of the information provided to the Contractor, which shall include the financial position of SJVN.

5.46.2 During the execution of this specific project except with the prior written consent of SJVN, the Firm and its personnel shall not at any time communicate to any person or entity any information acquired or made available or produced in the course of the said project. In no case, the Contractor shall share the report or any part thereof generated as a result of this work with anybody other than SJVN Ltd.

5.46.3 Notwithstanding anything contained in this contract, the provisions of this clause shall survive for a period of five (5) years from the date of termination / closure of this contract. An undertaking regarding adherence to the confidentially is provided as Attachment-3 of section-VII: Forms and Formats of this Tender Document. The same has to be filled and submitted by the Bidder along with Bid.

5.47 INDEMNIFICATION:

5.47.1 The contractor shall indemnify and keep harmless the Employer, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Employer because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the works. The contractor shall make good at his own expense all resulting losses and/ or damages to

a) the Works themselves or
b) any other property of the Employer or
c) the lives, persons, or property of others

5.47.2 In case the Employer is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the

Employer may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.47.3 The Contractor shall not be liable for any indirect or consequential losses which the SJVN may suffer or incur.

5.48 CONFLICT OF INTEREST:

i. SJVN requires that the Firm, while working on SJVN's assignment, should provide professional, objective, and impartial advice and at all times hold SJVN's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

ii. The Contractor shall hold the Owners interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests

iii. A firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to same project

iv. Contractor shall not have a conflict of interest that may affect the Selection process or the Consultancy. Any Contractor found to have a conflict of interest shall be disqualified. In the event of disqualification, the client shall forfeit the bid security/EMD

5.49 EXTENSION OF TIME:

i) The time and uninterrupted delivery of work shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the work before completion of the whole; the contractor shall fully and finally complete the whole of the scope of works comprised in the contract as per the timeline stipulated in Clause 5.5. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of works, the contractor shall promptly inform the Employer in writing about the same and its likely duration. He must make a request to the Employer for an extension of the time. On receiving the contractor's communication, the Employer shall examine the situation and, at its discretion, may agree to extend the Work completion schedule, with or without liquidated damages by issuing an amendment to the contract.

ii) Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, the extended time of any event of Force Majeure shall be mutually agreed between the Parties without any time related cost/compensation.

iii) In case of delay on the part of the Contractor in completing the scope of works, the extension of time may be granted by SJVN at its discretion with levy of LD pursuant to Clause 3.40. Provided further, that if SJVN is not satisfied that the Work can be completed by the contractor or in the event of failure on the part of the contractor to

complete the work within the extension of time allowed further as aforesaid, SJVN shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default. However, in case the delay is on the part of SJVN or not attributable to the Contractor, the extension of time may be granted by SJVN at its discretion without levy of LD pursuant to Clause 3.40.

5.50 LIMITATION OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Employer, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price (Excluding GST), provided that this limitation shall not apply to the cost of repairing or replacing defective workmanship executed by him, or to any obligation of the contractor to indemnify the Employer.

5.51 FORCE MAJEURE:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

5.52 TERMINATION:

5.52.1 **Termination for Employer's Convenience:** The Employer reserves the right to terminate the Contract, either in part or in full, at any time for any reason by giving the Contractor a prior notice of termination of 30 days. Upon receipt of such notice of termination, the Contractor shall within 30 days, cease/discontinue all further work/services, except for such work as the Employer may specify in the notice of termination. In the event of termination of the Contract under this sub-clause, the Employer shall pay to the

Contractor the Contract Price, proportionately attributable to the parts of the work/services executed by the Contractor as of the date of termination.

5.52.2 **Termination for Contractor's Default:**

i) The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this sub-clause, if the Contractor:

a) becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; or

b) assigns or transfers the Contract or any right or interest therein in violation of the provision of sub-Clause 5.15; or

c) in the judgment of the Employer has engaged in corrupt, collusive, coercive, or fraudulent practices, as defined in Clause 2.26.1, in competing for or in executing the Contract; or

d) has abandoned or repudiated the Contract; or

e) has without valid reason failed to commence work/services within the time as specified in LoA; or

f) persistently fails to execute the Contract in accordance with the Contract or neglects to carry out its obligations under the Contract without just cause; or

g) refuses or is unable to provide sufficient men, machine, materials, services to execute and complete the Facilities in the manner specified Employers' Requirements. If the Contractor fails to remedy or to take steps to remedy the same within five (05) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 5.52.2(i).

ii) The employer may, without prejudice to any other rights it may possess under the contract, give a notice to the Contractor stating the cause(s) including the nature of the default and requiring the Contractor to remedy the same within the timeline as specified in such notice. If the Contractor fails to remedy or to take steps to remedy the same within time as specified in such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor.

iii) Upon receipt of the notice of termination under sub-clauses 5.52.2 (i), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease/discontinue all further work/services, except for such work as the Employer may specify in the notice of termination. In the event of termination of the Contract under this sub-clause, the Employer shall have right

to forfeit the Contract Performance Guarantee/Performance Security deposited by the Contractor in accordance with Clause 5.16 along with applicable GST.

5.53 SETTLEMENT OF DISPUTES:

5.53.1 Amicable settlement:

i) The Parties (i.e., the Buyer and the Seller/ Service Provider) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.

ii) In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

5.53.2 Arbitration:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 5.53 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

i) In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.

ii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.

i) In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).

iv) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

v) The cost of the Arbitration shall be equally borne by both the Parties.

vi) The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at New Delhi.

vii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

5.53.3 Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or the arbitration proceedings between the Parties

5.53.4 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

5.53.5 **In case of Bidder is a Public Sector Undertakings (PSU)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and its subsequent amendment (if any).

5.54 LAWS GOVERNING THE CONTRACT:

The Contract is governed by and shall be construed in accordance with the laws of the Republic of India.

5.55 JURISDICTION OF COURTS:

The Courts of Delhi shall have exclusive Jurisdiction in all matters arising under the contract between the parties.

----------END OF SECTION----------

एसजेवीएन लिमिटेड

संपर्क कार्यालय,
संविदा एवं प्रापण अनुभाग
षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर , नई दिल्ली 110023

Website: www.sjvn.nic.in, CIN No. L40101HP1988GOI008409

SECTION – VI :PAYMENT TERMS

6.1 The payment to the Contractor shall be released only after submission of CPG as per Clause 5.16 of Section-V:STC and signing of Contract Agreement/Service level Agreement as per Clause 2.23 of Section-II:ITB of this Tender Document.

6.2 SJVN shall pay the agreed contract price as per the following schedule within twenty-one (21) days of submission of invoice(s) complete in all respects to the Engineer-in-Charge (EIC):

A. **Payment for PART- A of Price Schedule/BoQ**:

i. 75% payment along with applicable GST for payment of the Goods portion (i.e. at Part A of **Price Schedule/**BOQ) of for each identified BOQ Item shall be released on pro rata basis, after receipt of the Goods at site, inspection and acceptance thereof by Engineer-in-Charge and on submission of following documents:

(a) Tax/GST Invoice.
(b) Submission of material physical verification certificate issued by the EIC.

ii. 20% payment along with applicable GST for payment of the Goods portion (i.e. at Part A of **Price Schedule/**BOQ) of for each identified BOQ Item shall be released after completion of complete scope of work on submission of relevant documents on acceptance of services by Engineer-in-Charge as below.

(a) Tax Invoice.

(b) Work completion certificate issued by the EIC.

iii. Balance Five percent (5%) payment of the Goods portion (i.e. Part A of **Price Schedule/BoQ**) for each identified BOQ Item shall be released on completion of Defect Liability Period and Certification thereof by EIC.

B. **Payment for PART- B of Price Schedule/BoQ**:

i) 95% payment along with applicable GST for each activity indicated in price schedule (i.e. Part B of **Price Schedule/BoQ**) on pro rata basis, shall be released on submission of relevant documents on acceptance of services by Engineer-in-Charge as below.

(a) Tax Invoice

(b) Certificate of completion of the activity issued by the EIC

ii) Balance Five percent (5%) payment of the Service portion (i.e. Part B of **Price Schedule/BoQ**) for each identified BOQ Item shall be released on completion of Defect Liability Period and Certification thereof by EIC.

C. **Payment for PART-C of Price Schedule/BoQ**:

100% payment along with applicable GST for each activity indicated in Part C of **Price Schedule/BoQ**, shall be released on submission of relevant documents as below after successful testing, commissioning, demonstration of functionality and completion of complete scope of work under the contract:

(a) Tax Invoice.
(b) Work completion Certificate issued by the EIC

D. Payment for PART-D of Price Schedule/BoQ

The payment for the BoQ item mentioned by the Contractor in Price Schedule(if any) shall be released as below :

i) In case of BoQ item is supply of material/Goods : As per provisions mentioned above at Sr. No. A.

ii) In case of BoQ item is other than supply of material/Goods: As per provisions mentioned above at Sr. No. B.

6.3 In case payment is not released by SJVN within the stipulated time, SJVN shall pay principal amount plus interest in the following manner:

(a) In case of the Contractor is an MSME, SJVN shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon at three times of bank rates as notified by Reserve Bank of India from time to time. Further, no interest will be paid on disputed claim amount.

(b) In case of the Contractor is a non-MSME, SJVN shall pay the principal amount plus interest thereon @ the rate of one-year MCLR of SBI+2% per annum.

6.4 The payment(s) shall be released through Electronic Fund Transfer (EFT). Bank charges if any, shall be borne by the Financial Consultant /service provider.

6.5 The Contractor's request(s) for payment shall be made to the Engineer-In Charge in writing, upon fulfilment of required obligations stipulated in the contract.

6.6 The payment(s) shall be released through Electronic Fund Transfer (EFT). Bank charges if any, shall be borne by the consultant.

6.7 Bill(s)/ Invoice(s) authenticated by means of Digital Signature and submitted electronically along with any other supporting document shall also be considered acceptable.

6.8 The word 'submission' used in this clause (i.e. Terms and Procedure of Payment) shall mean the day of receipt of the documents by EIC; or where any objection is made in writing by SJVN regarding submission within 10 days from the date of receipt of the documents in original by EIC, the day on which such objection is removed by the contractor.

6.9 All Payments shall be released after submission of Bill(s)/ invoice(s) to EIC along with any other supporting documents as prescribed by EIC to substantiate that the work/services have been completed as per terms and conditions of the Contract

6.10 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes including duties, fees, other Impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price. TDS as applicable shall be deducted by SJVN.

6.11 Omissions on the part of the EIC to pay the amount due upon measurement or otherwise shall neither vitiate nor make the Contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon:

(ii) any Bank Guarantee or

(iii) any balance which may become due on final settlement / re-conciliation of the account.

6.12 Final Bill Payment

a) The contractor shall submit a Final bill after issuance of Work Completion Certificate by EIC.

b) The contractor shall submit a "No Claim Certificate" to the EIC in such form as shall be required by the EIC before the final payment/ performance securities are released.

c) The final bill relating to the Contract.

d) The contractor shall not be entitled to make any claim whatsoever against the Employer under or arising out of this Contract, nor shall the Employer entertain or

consider any such claim, if made by the contractor, after submission of "No Claim Certificate" to the Employer.

e) Final payment shall be released to the Contractor after issuance of Work Completion Certificate as per provision of STC Clause 5.36 and shall include adjustment of all claims against the Contractor by the Engineer-in-Charge.

6.13 GST: GST shall be paid on actual as per prevailing rate under GST Act, 2017 and 'Bill To' details, as per requirement of GST Act, shall be provided by the EIC.

----------END OF SECTION----------

SECTION- VII: FORMS AND FORMATS

Format-1

Format for Letter of Bid

Ref No. [*Insert your Reference No.*] **Dated: xx.xx.2025**

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" – NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025

Sir,

1.0 I the undersigned, is authorized signatory of [*Insert name of the Firm/Agency/Bidder*] and is competent to sign this declaration and execute this tender document.

2.0 We have carefully read and understood all the terms and conditions of the tender document in conjunction with its subsequent Amendment(s)/ Clarification(s)/ Addenda/Errata/ Corrigendum(s), if any, and undertake to abide by them;

3.0 The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4.0 We hereby undertake that we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices or on any other ground.

5.0 We [*Insert name of the Firm/Agency/Bidder*] undertake, if our bid is accepted, to commence the work immediately upon your Letter of Award/GeM Order to us as per provisions mentioned therein, and to achieve Completion of Works within the time stated in the Tender Documents.

6.0 We [*Insert name of the Firm/Agency/Bidder*] undertake that we have not submitted more than one bids against the subject cited NIT. We also undertake that we have not joined hands with related parties such as associated firms / partners for submitting the bid in different

7.0 We, [*Insert name of the Firm/Agency/Bidder*], confirm our acceptance to all terms and conditions mentioned in the Tender Document Ref No----------dated---------- including all subsequent clarifications/ amendment/addendum/corrigendum(s), in totality and withdraw all deviations raised by us, if any.

8.0 We [*Insert name of the Firm/Agency/Bidder*] agree to abide by this bid till [90 days from the last date of submission of bids] as stipulated in the Tender Document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award/GeM Order shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the Letter of Award.

10.0 We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

11.0 We understand that you may annul the bidding process and reject all bids or accept or reject any of the bids at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for Works, without incurring any liability to all or any of the Bidders.

12.0 We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, we shall have any claim or right of whatsoever nature if the Works is not awarded to us or our Bid is not opened.

13.0 Attachments to the Letter of Bid:

In line with the requirement of the Tender Documents we enclose herewith the following Attachments to the Letter of Bid:

- **i)** Format-1: Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified
- **ii)** Attachment 1-: Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e. https://eprocure.gov.in/cppp
- **iii)** Attachment 2: Authorization as per Clause 2.9 of Section II:ITB.
- **iv)** Attachment 3: Confidentiality Undertaking
- **v)** Attachment 4: NO DEVIATION CERTIFICATE
- **vi)** Attachment 5: Bid Security Declaration (if Applicable)
- **vii)** Attachment- 6: Undertaking in the form of Declaration of Eligibility
- **viii)** Attachment **7: Self-Certification under Preference to "MAKE IN INDIA" Policy**
- **ix)** Attachment **8: Undertaking in compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020**
- **x)** Attachment **9: Undertaking fatalities or major accidents**
- **xi)** Format-2: Pre Contract Integrity Pact
- **xii)** **Format-3:** Duly filled Techno -Commercial Bid Response Sheet (TBRS) together with all attachments/data/documentary evidences in support of fulfilment of Minimum Qualifying requirement.
    - a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies pursuant to Clause 3.1.1
    - b) Proof of Bidder's experience of executing the Repair/Restoration Work of Wind Turbine Generators (WTGs) of cumulative capacity 25 MW

or above comprising of WTGs having minimum capacity of 850 KW each pursuant to Clause 3.1.3

c) Proof of Bidder's Average Annual Turn Over / Annual Audited Financial statements for the last three Financial Years (FYs) ending on 31.3.2025 pursuant to clause 3.1.5.

d) Undertaking in the form of Declaration of Eligibility as per Attachment- 6 pursuant to clause 3.1.6.

xiii) Format 4: Bank Guarantee (if applicable) or Proof of submission of EMD

xiv) Format 5: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

xv) GST Registration Certificate/PAN

Date…….. ……

Place…….. ……

(Name & Signature of Authorised Representative with Seal/Stamp of Company)

Attachment-1

Proforma for

Mandatory Information required to upload the award details on Central Procurement Portal (CPP) i.e. https://eprocure.gov.in/cppp

Subject: " **NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025**

1.	Company Name	
2.	Registration Number	
3.	Registered Address	
4.	Name of Partners/ Directors	
5.	Bidder Type : Indian/ Foreign	
6.	City	
7.	Postal Code	
8.	Company's Establishment Year	
9.	Company's Nature of Business	
10.	Company's Legal Status (Tick ✓)	Limited Company
		Undertaking
		Joint Venture
		Partnership
		Others
11.	Company Category (Tick ✓)	Micro Unit as per MSME
		Small Unit as per MSME

Medium Unit as per MSME	
Ancillary Unit	
Project Affected Person of this Company	
SSI	
Others	

Contact Details:

Enter Company's Contact Person Details

Title (Tick ✓)	Mrs.	Mr.	Ms.	Dr.	Shri
Contact Name					
Date of Birth (DD/MM/YYYY)					
Correspondence Email					
Designation					
Phone Details e.g. : +91 044 22272449	+91				
Mobile Number					

I, the undersigned, Proprietor/Director/authorized signatory of [*Insert name of the Firm/Agency/Bidder*] do hereby solemnly declare and affirm that the details furnished above are true and correct to the best of my knowledge and belief.

Date…….. ……

Place…….. ……

(Name & Signature of Authorised Representative with Seal/Stamp of Company)

Attachment-2

Bidder shall submit Authorization as per Clause 2.9 of Section II:ITB.

Attachment-3

Confidentiality Undertaking

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Sub: **One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025**

It is certified, that any and all information provided to [*Insert Name of the bidder*] by SJVN shall be deemed to be Confidential Information (whether marked "confidential" or not) and [*Insert Name of the bidder*] shall safeguard the said Information with a great degree of care to ensure its confidentiality. [*Insert Name of the bidder*] will use such information solely for the purpose for which it was disclosed and will not disclose, distribute, or disseminate the information to any third party (except its own employees on a need to know basis and after ensuring that they are made aware of and undertake to treat all such information as confidential). The period for which such information shall be treated as confidential is 05 (Five) years from the date of its disclosure, irrespective of the period of the agreement or its earlier termination. [*Insert Name of the bidder*] agrees that damages is not an adequate remedy to SJVN in case of any unauthorized disclosure and SJVN shall have full rights to obtain any mandatory or injunctive relief from a Court to enforce this provision of confidentiality.

It is further certified that the reports and other relevant documents, which are to be submitted by [*Insert Name of the bidder*] to the SJVN will not be disclosed to any other agency/person without prior permission of the SJVN and will be treated as strictly confidential.

Seal with Signature of the
authorized signatory of the bidder

NO DEVIATION CERTIFICATE

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Sub: No Deviation Certificate regarding Notice Inviting Tender (NIT) for "**One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025**

Dear Sir,

We, [Bidder's name], confirm our acceptance to all terms and conditions mentioned in the Tender Document including all subsequent clarifications/ amendment/addendum/corrigendum(s), in totality and withdraw all deviations raised by us, if any.

……

(Seal Signature of the Bidder)

Place :

Date:

Attachment-5

Format for Bid Security Declaration (if Applicable)

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025."

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder [Name of the Bidder], shall not be withdrawn or varied during the period of bid validity

I, on behalf of the bidder,[Name of the bidder], also accept the fact that in case the bid is withdrawn or varied any term & condition in regard hereto during the period of bid validity, except as provided in the bid document or in case of a successful bidder, if we fail within the specified time limit to sign the agreement or we fail to furnish the required performance security or if we adopt the corrupt or coercive or fraudulent practices or commit defaults under integrity pact, then [Name of the Bidder] will be suspended for participation in the tendering process for the works of SJVN Ltd and its subsidiaries and works under other centrally sponsored schemes, for a period of one year from the date of issue of such suspension by the Employer.

Date: (Signature of Authorised Signatory)

Place: (Name)

(Designation)

(Common Seal)

Attachment-6

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025."

I / We, M/s ……..(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices or on any other ground.

(Seal & signature of the Bidder)

Attachment-7

Self-Certification under Preference to "MAKE IN INDIA" Policy

(On the letter head of the Seller)

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025."

In line with Government Public Procurement Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and its amendments along with clarifications/amendments and other references as issued from time to time applicable as on the date of submission of tender, we hereby certify that we, ……[*Insert name of the Firm/Agency/Bidder*]……are local supplier meeting the requirement of minimum Local Content as per below declaration as defined in above orders/circulars/clarifications/amendments for the material/item(s)/service offered against Tender No. ……[*Insert Bid/Tender Number along with date*]…… .

(i) The total value of local content addition/manufacturing is ……%

(ii) Details of location(s) at which local value addition will be made is as follows:
……..
……..
……

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

Date…….. ……

Place…….. ……

(Name & Signature of Authorised Representative
with Seal/Stamp of Company)

Note:

In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2024

Attachment-8

UNDERTAKING

(On the letter head of the Seller)

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025."

(In compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that ……..……. [*Insert name of the Firm/Agency/Bidder*]……., is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that ……..……. [*Insert name of the Firm/Agency/Bidder*]……fulfils all requirements in this regard and is eligible to be considered.

Note: - Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Date……. ……

Place……. ……

(Name & Signature of Authorised Representative
with Seal/Stamp of Company)

Attachment-9

Undertaking regarding fatalities or major accidents

To,

Deputy General Manager,
Contracts & Procurement Section, Liaison Office,
SJVN Ltd., 6th Floor, Tower No. 1,
Office Block, NBCC Complex,
East Kidwai Nagar, New Delhi-110023

Subject: NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025."

I / We, M/s ……..(Name of Bidder) hereby certify that there is no record of fatalities or major accidents related to our work on wind turbines over the last 3 years.

(Seal & signature of the Bidder)

Format 2

PRE CONTRACT INTEGRITY PACT

Between

SJVN Limited , a company incorporated under the relevant law in the matter and having its registered office at **SHAKTI SADAN, SHANAN, P.O. SANJAULI, SHIMLA, HP-171006**, hereinafter referred to as "The SJVN " which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____ , a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ _____ represented by Shri _____, hereinafter referred to as "The Bidder/Consultant" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the SJVN proposes to procure under laid down organizational procedures, contract/s for **NIT for "One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the SJVN to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Consultant(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SJVN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the SJVN

1.1 The SJVN undertakes that no official of the SJVN , connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Consultant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2. The SJVN will, during the pre-contract stage, treat all the Bidders/Consultants alike, and will provide to all the Bidders/Consultants the same information and will not provide any such information to any particular Bidder/Consultant which could afford an advantage to that particular Bidder/Consultant in comparison to other Bidders/Consultants.

1.3. All the officials of the SJVN will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the SJVN with full and verifiable facts and the same is prima facie found to be correct by the SJVN , necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SJVN or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SJVN the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Consultant(s)

The Bidder(s)/Consultant(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

2.1 The Bidder(s)/Consultant(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN , connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Consultant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to

any official of the SJVN or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SJVN for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SJVN .

2.3 The Bidder(s)/Consultant(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Consultant(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Consultant(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SJVN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Consultant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.7 The Bidder/Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Consultant shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SJVN as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Consultant also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Consultant(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Consultant(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Consultant or any employee of the Bidder/Consultant or any person acting on behalf of the Bidder/Consultant, either directly or indirectly, is a relative of any of the officers of the SJVN , or alternatively, if any relative of an officer of the SJVN has financial interest/stake in the Bidder(s)/Consultant(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Consultant at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Consultant(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SJVN.

2.13. The Bidder/supplier shall follow all rules and regulations of India including statutory requirements like minimum wages, ESIC and EPF.

3.0 Previous Transgression

3.1 The Bidder(s)/Consultant(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in _____ (*SJVN 's country*).

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Consultant or any one employed by it or acting on its behalf shall entitle the SJVN to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required: -

(i) To immediately disqualify the bidder and call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Consultant. However, the proceedings with the other Bidder(s)/Consultant(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the SJVN and the SJVN shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Consultant. The Bidder/Consultant shall be liable to pay compensation for any loss or damage to the SJVN resulting from such cancellation/rescission and the SJVN shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Consultant.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the SJVN, along with interest as per the provision of contract.

(v) To debar the Bidder/Consultant from participating in future bidding processes of SJVN, as per provisions of "Guidelines on Banning of Business Dealings" (**Annex-A**), which may be further extended at the discretion of the SJVN.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Consultant(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SJVN with the Bidder/ Consultant, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the SJVN to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The SJVN will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Consultant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Consultant), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in SJVN 's country.

5.3 The decision of the SJVN to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Consultant shall be final and conclusive on the Bidder / Consultant. However, the Bidder/Consultant can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 <u>Independent External Monitor(s)</u>

6.1 The SJVN has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of SJVN and request SJVN to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Consultant(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the SJVN including that provided by the Bidder/Consultant. The Bidder/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Consultant(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Consultant/Sub-Consultant(s) with confidentiality.

6.7 The SJVN will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of SJVN within 30 days from the date of reference or intimation to him by the SJVN /Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'Monitor' would include both singular and plural.

6.10 In the event of a dispute between the management and the Consultant related to those contracts were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SJVN or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Consultant and the Bidder/Consultant shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 Law and Place of Jurisdiction

This Pact is subject to _____ (SJVN 's Country) Law. The place of performance and jurisdiction is the Registered Office of the SJVN . The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

9.3 If the Consultant is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SJVN and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.0 The Parties hereby sign this Integrity Pact at _____ on _____.

SJVN	Bidder
Name: **Manish Kumar Kanth**	(Authorised Person)
Designation Dy. General Manager(C&P)	(Name of the Person)
	Designation
Place: New Delhi	Place----------
Date: 13.05.2025	Date----------
Witness1._____	Witness1._____
	(Name and address)
	2._____
2._____	(Name and address)

Guidelines on banning of business dealings

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Guidelines on Banning of Business Dealings

1.0 Introduction

1.1 SJVN deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2. 1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of SJVN generally provide that SJVN shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries and JVs.

2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) **"Party / Contractor / Supplier / Bidders"** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder' in the context of these guidelines is indicated as 'Agency'.

ii) **"Unit"** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.

iii) "**Competent Authority"** and '**Appellate Authority'** shall mean the following:

The concerned Director shall be the 'Competent Authority' for the purpose of these guidelines.

CMD shall be the 'Appellate Authority' in respect of such cases.

iv) **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

v) **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders"** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with SJVN .

4.0 Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with SJVN is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6.0 Ground on which Banning of Business Dealings can be initiated:

6.1 If the security consideration, including questions of loyalty of the Agency to SJVN so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of SJVN 's Country.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on SJVN or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of SJVN , forcefully occupies or damages SJVN 's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

7. 1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of SJVN , necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&SC Division of SJVN's Corporate Office for displaying the same on SJVN website.
ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s ……..(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing (Annex-A to Pre-Contract Integrity Pact) of Tender Document.

FORMAT-3

Proforma for Techno-Commercial Bid

(The Techno-Commercial Bid Response Sheet (TBRS) must be submitted on GeM Portal)

Techno-Commercial Bid Response Sheet No. 1 (TBRS-1)

Sl. N0.	Document to be Submitted	Bidder's Response Ref of the Document submitted along with Page Nos.
1.	**Name of Bidder/Service Provider**	
2.	**Date of Incorporation/Establishment and Registration No.**	
3.	**Nature of the Bidder/Service Provider :**(i.e., Proprietary, Registered Partnership Firm, Company or Corporate body legally constituted **and Registration No.**	
4.	**Details of Authorised Representative(s):** Name: Designation:	
5	Telephone/Mobile No.:	
6.	Details of EMD	
7.	**Format 1:** Letter of Bid	
8	**Attachment-1:**Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP)	
9	**Attachment 2:** Authorisation as per Clause 2.9 of Section II:ITB.	
10	**Attachment 3:** Confidentiality Undertaking	
11	**Attachment 4**: NO DEVIATION CERTIFICATE	
12	**Attachment 5:** Bid Security Declaration (if Applicable)	
13	**Attachment 6**: Undertaking for declaration of Eligibility	

14	Attachment **7: Self-Certification under Preference to "MAKE IN INDIA" Policy**	
15	Attachment **8: Undertaking in compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020**	
16	Attachment **9: Undertaking fatalities or major accidents**	
17	Format-2: Pre Contract Integrity Pact	
18	**Format-3:** Duly filled Techno -Commercial Bid Response Sheet (TBRS) together with all attachments/data/documentary evidences in support of fulfilment of Minimum Qualifying requirement	
	Data/Documentary Evidences in support of the Minimum Qualifying Requirements (MQR) as per Clause 3.1 a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies pursuant to Clause 3.1.1 b) Proof of Bidder's experience of executing the Repair/Restoration Work of Wind Turbine Generators (WTGs) of cumulative capacity 25 MW or above comprising of WTGs having minimum capacity of 850 KW each pursuant to Clause 3.1.3 c) Proof of Bidder's Average Annual Turn Over / Annual Audited Financial statements for the last three Financial Years (FYs) ending on 31.3.2025 pursuant to clause 3.1.5. d) Undertaking in the form of Declaration of Eligibility as per Attachment- 6 pursuant to clause 3.1.6.	
19	GST Registration Certificate & PAN	
20.	Proof of submission of EMD	
11.	Any other additional information/Document(s) pertaining to this tender except price content, if any	

Signature of the authorized person
Full name of the applicant
Stamp & Date

Format-4

(Bank Guarantee Format for Earnest Money)

((To be stamped in accordance with Stamp Act)

Bank Guarantee No. ……..

Date ……...

To

[Designation
Address of Tender Inviting Authority]

Dear Sir,

In accordance with Notice Inviting Tender (NIT) No. ……. ……, M/s…… having its Registered /Head Office at …….. (hereinafter called the 'Bidder') wish to participate in the said bid for *[Name of contract Package]*……

As an irrevocable bank guarantee against Bid Security for an amount of …….. (*) ..…… valid up to (@) …….. required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents issued vide above referred NIT.

We, the …… *[Name & Address of the Bank]* …… having our Head Office at …… (#) …….. guarantee and undertake to pay immediately on demand by …… *[Name of the Employer]* ……. the amount of …… (*) …….. without any reservation, protest, evidence, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder in any Court, Tribunal, Arbitrator or any other authority

This Guarantee shall be irrevocable and shall remain valid up to …… (@) ….. if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s…….. ……. On whose behalf this guarantee is issued.

Our liability under the captioned guarantee is restricted to Rs……. (Rupees in words…….) and the guarantee will remain in force up to and including the date …… (date of validity) …….. and unless the claim under the guarantee is made on us before the date …… (within 30 days beyond the validity date), all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereafter.

In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this …… day of …….. 2025 …… at ……

WITNESS

……..……	……
(Signature)	(Signature)
……..……	……
(Name)	(Name)
……..……	……
(Official Address)	(Designation with Bank Stamp)

Power of Attorney No. …….

Date ……...

NOTE: 1. (*) The amount shall be as specified in NIT

(@) This shall be 90 days beyond the validity of the bid

(#) Complete mailing address of the Head Office of the Bank to be given

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. The original bank guarantee against the bid security /EMD should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against EMD is handed over to the bidder, the bidder shall ensure that a copy of the bank guarantee against bid security/EMD duly signed by the authorized representative of the issuing bank along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd.

4. The bank guarantee shall be issued by any Scheduled Bank / Nationalized Bank.

5. **Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd**

Format-5

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. ……..

Date ……...

To

[Employer's Name & Address]

Dear Sir,

In consideration of the ……. *[Employer's Name]* ……. (Hereinafter referred to as the 'Employer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. ……. *[*Contractor *'s Name]* ……. with its Registered/Head Office at …… ……..…… (Hereinafter referred to as the ' Contractor ', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award/GeM Order No. ……. dated ……. and the same having been unequivocally accepted by the Contractor, resulting in to a contract Valued at ……. for …… and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to …. (*) ….. % (……. percent) of the said value of the Contract to the Employer.

We ……. *[Name & Address of the Bank]* ….……. Having its Head Office at ……. (Hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ……... (*) ……. as aforesaid at any time upto ……. (@) ……. *[days/month/year]* without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Employer and/ or the Employer in writing discharges the Guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission of commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ……. (*) …….. and it shall remain in force upto and including ……. (@) …… and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s…….. *[*Contractor*'s Name]* ……... on whose behalf this guarantee has been given.

Dated this ……. day of …….. 202……. at ……...

WITNESS

……..… ……..……

(Signature) (Signature)

(Name)

(Name) …….….

…….. ……

(Official Address) (Designation with Bank

Stamp)

Attorney as per Power of
Attorney No……

Dated …….

Notes: 1. (*) This sum shall be 5% of the Total Contract Price (excluding GST).

(@) This date will be Ninety (90) days beyond the Defect Liability Period period as specified in the Contract.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. The original bank guarantee against the CPG should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against CPG is handed over to the bidder, the bidder shall ensure that an un-stamped duplicate copy of the bank guarantee against CPG along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd. at the address of Tender Inviting Authority.

4. The bank guarantee shall be issued by any Scheduled Bank /Nationalized Bank in India.

5. **Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd**

SERVICE LEVEL AGREEMENT (SLA)

[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]

This Agreement (hereinafter called "the Contract") is made on the day of [Month, Year] at New Delhi.

Between

SJVN Limited, a company incorporated under the Companies Act 1956, having its registered office at SJVN Corporate Office Complex, Shanan, Shimla, Himachal Pradesh, Pin Code - 171 006 and mailing address at 6th Floor, Tower Block No. 1, NBCC Complex, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as "SJVN", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the one part

And

[*Insert Name and of the successful bidder*], (hereinafter referred to as "the Contractor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the other part.

(SJVN and Contractor shall, where the context permits, be referred to collectively as "the Parties" and individually as "the party")

WITNESSETH :

WHEREAS, SJVN has invited online Open Tender *for* ***One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra,*** (hereinafter referred to as Contracto') vide NIT No. **SJVN/CC-Delhi/LO/C&P/4434 dated 13.05.2025**

AND WHEREAS, the Contractor has submitted their Bid/Proposal against the aforesaid NIT through GEM Portal

AND WHEREAS, SJVN has accepted the aforesaid Bid/Proposal of the contractor and award the works/services on the terms and conditions contained in Letter of Award vide Ref No. [*Insert LoA Ref No.*] dated [*Insert date of LoA issuance*] (hereinafter: Letter of Award);

AND WHEREAS, the Contractor has agreed to provide the service for ***One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra*** per the NIT and has unequivocally accepted the Letter of Award on [*Insert LoA Acceptance Date*].

NOW THEREFORE, the parties hereto execute a Contract Agreement and hereby agreed as follows:

1.0 That in this Contract Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Letter of Award and Tender Document;

2.0 In consideration of the payments to be made by SJVN to the Contractor as hereinafter mentioned, the Contractor hereby covenants with SJVN to provide *One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra*_ as per provisions of the Contract;

3.0 The following documents subsequent amendments/clarifications, if any, shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

(i) Service Level Agreement(SLA)

(ii) Letter of Award(LoA)/Order issued through GeM Portal,

(iii) Scope of Works/Employer's Requirement

(iv) Special Terms and Conditions (STC of the Contract

(v) Payment Terms

(vi) Instructions to Bidder (ITB)

(vii) Notice Inviting E- Tender through GEM and,

(viii) Bid/Proposal submitted by the Contractor;

The documents mentioned at above para 3.0 shall be taken as complementary and mutually explanatory of one another. In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the order of precedence, unless otherwise agreed, shall be taken in the order set out above and,

In the event of the amendment(s) in respective document/Agreement, the later dated will be preceded over those of the issued earlier;

4.0 The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: _____, _____ as specified in Price Bid Response Sheet (PBRS) as submitted electronically by the bidder, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

5.0 The Contract shall be deemed to have taken effect from _____;

6.0 The date of commencement of the Services shall be deemed to reckon from_____.

7.0 IN WITNESS WHEREOF, the Parties, have caused this Contract to be executed by their dully authorised officers as of the day, month and year first above written.

For and on behalf of SJVN	**For and on behalf the Contractor**
Signature with official Seal	Signature with official Seal
Name :	Name :
Designation :	Designation :
In Presence of	In Presence of
Signature	Signature
Name	Name
Address	Address

Format 2

PRE CONTRACT INTEGRITY PACT

Between

SJVN Limited , a company incorporated under the relevant law in the matter and having its registered office at **SHAKTI SADAN, SHANAN, P.O. SANJAULI, SHIMLA, HP-171006**, hereinafter referred to as "The SJVN " which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____ , a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ _____ represented by Shri _____, hereinafter referred to as "The Bidder/Consultant" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part.**

WHEREAS the SJVN proposes to procure under laid down organizational procedures, contract/s for NIT for **"One-time Remedial Contract for Supply of materials, repair/ restoration, testing and commissioning of 4 Nos WTGs of SJVN's 47.60 MW (56 x850 kW) Khirvire Wind Power Station (KWPS) at Khirvire/Kombhalne site, District Ahmednagar in the State of Maharashtra" - NIT Ref No. SJVN/CC-Delhi/LO/C&P/4434, dated 13.05.2025**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the SJVN to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Consultant(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SJVN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the SJVN

1.1 The SJVN undertakes that no official of the SJVN , connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Consultant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 The SJVN will, during the pre-contract stage, treat all the Bidders/Consultants alike, and will provide to all the Bidders/Consultants the same information and will not provide any such information to any particular Bidder/Consultant which could afford an advantage to that particular Bidder/Consultant in comparison to other Bidders/Consultants

1.3. All the officials of the SJVN will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the SJVN with full and verifiable facts and the same is prima facie found to be correct by the SJVN , necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SJVN or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process In such a case while an enquiry is being conducted by the SJVN the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Consultant(s)

The Bidder(s)/Consultant(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

2.1 The Bidder(s)/Consultant(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN , connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Consultant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to

any official of the SJVN or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SJVN for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SJVN.

2.3 The Bidder(s)/Consultant(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Consultant(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Consultant(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SJVN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Consultant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.7 The Bidder/Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Consultant shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SJVN as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Consultant also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Consultant(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Consultant(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Consultant or any employee of the Bidder/Consultant or any person acting on behalf of the Bidder/Consultant, either directly or indirectly, is a relative of any of the officers of the SJVN , or alternatively, if any relative of an officer of the SJVN has financial interest/stake in the Bidder(s)/Consultant(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Consultant at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Consultant(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SJVN.

2.13. The Bidder/supplier shall follow all rules and regulations of India including statutory requirements like minimum wages, ESIC and EPF.

3.0 Previous Transgression

3.1 The Bidder(s)/Consultant(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in _____ (*SJVN 's country*).

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Consultant or any one employed by it or acting on its behalf shall entitle the SJVN to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required: -

(i) To immediately disqualify the bidder and call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Consultant. However, the proceedings with the other Bidder(s)/Consultant(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the SJVN and the SJVN shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Consultant. The Bidder/Consultant shall be liable to pay compensation for any loss or damage to the SJVN resulting from such cancellation/rescission and the SJVN shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Consultant.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the SJVN, along with interest as per the provision of contract.

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(v) To debar the Bidder/Consultant from participating in future bidding processes of SJVN, as per provisions of "Guidelines on Banning of Business Dealings" (Annex-A), which may be further extended at the discretion of the SJVN.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Consultant(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SJVN with the Bidder/ Consultant, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the SJVN to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The SJVN will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Consultant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Consultant), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in SJVN's country.

5.3 The decision of the SJVN to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Consultant shall be final and conclusive on the Bidder / Consultant. However, the Bidder/Consultant can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

6.1 The SJVN has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of SJVN and request SJVN to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Consultant(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the SJVN including that provided by the Bidder/Consultant. The Bidder/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Consultant(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Consultant/Sub-Consultant(s) with confidentiality.

6.7 The SJVN will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of SJVN within 30 days from the date of reference or intimation to him by the SJVN /Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'Monitor' would include both singular and plural.

6.10 In the event of a dispute between the management and the Consultant related to those contracts were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SJVN or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Consultant and the Bidder/Consultant shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 **Law and Place of Jurisdiction**

This Pact is subject to _____ (SJVN 's Country) Law The place of performance and jurisdiction is the Registered Office of the SJVN . The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 **Other Legal Actions**

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

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9.3 If the Consultant is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SJVN and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.0 The Parties hereby sign this Integrity Pact at _____ on _____.

SJVN	Bidder
Name: Manish Kumar Kanth	(Authorised Person)
Designation Dy. General Manager(C&P)	(Name of the Person)
	Designation
Place: New Delhi	Place:----------
Date: 13.05.2025	Date----------
Witness1. PRATEEK SHARMA Mgmt (HR), C/o SJVN	Witness1._____
	(Name and address)
2. MOHIT KUMAR C/o SJVN	2._____
	(Name and address)

Annex-A to Pre-Contract Integrity Pact

Guidelines on banning of business dealings

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Guidelines on Banning of Business Dealings

1.0 Introduction

1.1 SJVN deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of SJVN generally provide that SJVN shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries and JVs.

2.4 It is clarified that these gudelines do not deal with the poor performance of the contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) "**Party / Contractor / Supplier / Bidders**" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor/ Supplier / Bidder' in the context of these gudelines is indicated as 'Agency'.

ii) "**Unit**" shall mean the Project/ Power Station/ Regional Office/ Liaison Office.

iii) "**Competent Authority**" and '**Appellate Authority**' shall mean the following:

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The concerned Director shall be the 'Competent Authority' for the purpose of these guidelines.

CMD shall be the 'Appellate Authority' in respect of such cases.

iv) **"Investigating Committee"** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

v) **"List of approved Agencies viz Parties / Contractors / Suppliers/Bidders"** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with SJVN.

4.0 Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with SJVN is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

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6.0 Ground on which Banning of Business Dealings can be initiated:

6.1 If the security consideration, including questions of loyalty of the Agency to SJVN so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of SJVN 's Country

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on SJVN or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of SJVN , forcefully occupies or damages SJVN 's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of SJVN , necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&SC Division of SJVN's Corporate Office for displaying the same on SJVN website.

ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I / We, M/s ....(Name of Bidder) hereby certify that I / we have not been banned /de listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in para 6 of Guidelines on banning of Business dealing (Annex-A to Pre-Contract Integrity Pact) of Tender Document.