



SJVN Limited
(Joint venture of Government of India and Government of Himachal Pradesh)
(A 'Mini Ratna schedule 'A' PSU. ISO 9001: 2015 certified company.
CIN: L40101HP1988GOI008409)
Contract and Procurement Section, Liaison Office
6th Floor, Tower-1 Office Block, NBCC Commercial Complex, East Kidwai Nagar, New Delhi-
110023

SECTION I: - NOTICE INVITING E- TENDER THROUGH GEM

- 1.1. On behalf of SJVN Limited, Online Limited e-Tender Enquiry under Single Stage Two Bids System (Techno-Commercial Bid & Price Bid) are hereby invited through Government e-Marketplace (GeM) Portal for ***“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”***. One complete set of Bid Document covering detailed terms and conditions for hiring
- 1.2. of above services is uploaded GeM Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM Portal.

1.3. **Area and Locations where the Services are to be provided:**

The Bidder shall be required to provide Housekeeping and allied services along with manpower, cleaning Materials, equipment etc. for SJVN Limited (hereinafter called ‘Housekeeping and allied Services’ or ‘services’) at the below mentioned office premises of SJVN Limited:

Location of the Office Premises	Carpet Area	Minimum Number of Manpower to be deployed
SJVN Limited offices located at 6 th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023	39,317 sq ft	Fourteen (14) Semi-skilled workmen and One(1) supervisor (skilled-workman)

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1.4. Brief Detail & Time Schedule:

Sl. No.	Description	
1.	Mode of Tender	Online GEM Bid
2.	GEM Bid No.	GEM/2026/B/7334410 dt 09-03-2026
3.	Type of Bid	Open E-Tender, Single Stage Two Bid System
4.	Document available for downloading	As per Bid Specification uploaded on GEM Portal
5.	Last Date and Time for receipt/submission of Bids	As per Bid Specification uploaded on GEM Portal
6.	Date & Time of Opening of Techno-Commercial Bids.	As per Bid Specification uploaded on GEM Portal
7.	Venue for Opening of Bids	Conference Room, SJVN Ltd., 6 th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023
8.	Period of Bid Validity	90 days from last date of bid submission
9.	Currency of Bids	Indian Rupees (INR)
10.	Earnest Money Deposited (EMD)	Rs. 1,17,000/- Or Exemption in case of MSME certificate is allowed.
11.	Amount of Contract Performance Security	5% of Annual Contract value

1.5. Pre-Bid Visit

The Bidders are advised, in their own interest, to visit the office premises mentioned at Clause 1.2 above to have a clear picture of the work involved and cost to be borne by Bidders to carry out House-keeping and allied services for the office premises as per scope, standards norms, terms and conditions stipulated in the Tender Document. The total cost to carry out the services may be included like consumables to maintain the House-keeping of the offices and allied services, Supervision Charges, Requirement of mechanized equipment for cleaning/sweeping like vacuum cleaners etc., before quoting rates in their Price Bids.

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1.6. **Bid Submission:** The Bidders are required to submit their bid as per Bid Specification uploaded on GEM Portal.

1.7. **Details of persons to be contacted in case of any assistance required:**

- (i) Sh. Mahendra Verma, Manager(HR), Contact No.- +91-9028747389
- (ii) Sh. Prateek Sharma, Manager (C&P), Contact No. +919599205851

1.8. SJVN 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.

1.9. **Tender Inviting Authority:**

Manager,

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

Ph. No.: 011-61901953;

E-mail: sjvncontractdelhi@gmail.com

Visit us at: www.sjvn.nic.in & <https://sjvn.abcprocure.com>.

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

Corporate Identification Number: L40101HP1988GOI008409.

Website: www.sjvn.nic.in

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

2.1 Eligible Bidders

2.1.1 The Bidding process is open to all the National/domestic bidders who meet the Qualification Criteria as per Section-III (**Pre- Qualification Criteria (PQC)**) of this tender document.

2.1.2 A Bidder shall submit only one bid in the particular Bidding process. A Bidder who submits more than one bid will be disqualified and his bids/proposals shall be summarily rejected

2.2 Bids are to be submitted through GeM Portal. 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/>.

2.3 Pre-Contract 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 Consultant shall be responsible for adoption of Integrity Pact by the sub-Consultant.

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
3	Shri. Prashanta Kumar Agrawal	House no. 762, Sector-17, Faridabad, Haryana-121002 Email: Agrawal.prashanta@gmail.com

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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 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.

2.4 Content of Tender Documents/Bid Document:

Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) 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 (SOW)
- v) Special Terms Conditions (STC)
- vi) Service Level Agreement (SLA)
- vii) Payment Terms
- viii) Price Bid Format /BOQ
- ix) Forms & Bid Response sheet
- x) General Terms Conditions (GTC) of GEM

2.5 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.

2.6 Pre-Bid Clarifications

Wherever the bidder find 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 post or through directly through GEM portal and it must be received to Tender Inviting Authority by last date of Pre-Bid Clarification mentioned in clause no. 1.3. 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. SJVN shall not be obliged to respond to any request for clarification received later than the above period. Further, the 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 portal, where the bidder can see clarification/reply to query/ amendment to the Bid Documents, if any.

2.7 Amendments to Tender Document

- 2.7.1 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.

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Therefore, the Bidders are advised to visit the site regularly before deadline for submission of proposal.

2.7.2 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.

2.7.3 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.

2.8 Bid Currencies

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

2.9 Period of Validity of Bids

- (i) The bids shall remain valid for up to and including 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.

2.10 Authorization

2.10.1 The documents submitted by the bidder shall be duly signed and stamped at each page by the Authorized signatory of the applicant duly authorized to sign and submit the Bid and which is binding upon the Bidder during the full period of its validity.

2.10.2 Bidder has to submit declaration regarding Authorization as per Para 1.0 of the Letter of Bid (Format-1). Further, at the time of signing of Contract Agreement, the Successful Bidder(s) shall be required to submit valid Authorization in favour of the person signing the Contract Agreement.

2.11 Bid Security Declaration

2.11.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) of INR Rs.1,17,000/- 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: NBCC TOWER-2,EAST KIDWAI NAGAR, NEW DELHI

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.

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- 2.11.2 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.
- 2.11.3 If the MSE/NSIC certificate does not contain the item(s)/work(s/Services) as listed above NIQ/NIT 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 2.11.1 above within three (03) 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.
- 2.11.4 Unless otherwise mentioned in clause 2.11.2, the bids without EMD shall be summarily rejected as being non-responsive.
- 2.11.5 The bid securities of unsuccessful bidders will be returned as promptly as possible after the finalization of Award.
- 2.11.6 No interest shall be payable by SJVN on the value of submitted EMD.
- 2.11.7 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.

2.12 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 Para 6.0 of Letter of Bid (Format-1). The bids with deviations shall be considered as nonresponsive and shall be liable for rejection.

2.13 Format and Signing of Bid

- 2.13.1 The online 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 should be signed by usual signature of the person duly authorized pursuant to Clause 2.10
- 2.13.2 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.
- 2.13.3 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.
- 2.13.4 All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

2.14 Document Comprising the Bid

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2.14.1 The Bid submitted by the Bidder shall comprise the following documents

- i) **Attachment 1:** Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified therein.
- ii) **Attachment 2:** Integrity Pact duly signed between Employer and the Bidder
- iii) **Attachment 3-:** Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e.

<https://eprocure.gov.in/cppp>

Bidder's Eligibility and Qualifications

- (a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies pursuant to Clause No. 3.1.1 of Section III

In case of Proprietorship firm,

Self-declaration or self-certificate supported by PAN in the proprietor name and registered office proof would suffice or

Copy of Udyog Aadhar or copy of License under Shop and Establishment Act or GST Registration Certificate (REG-06 along with Annexure-B)

- (b) Copy of Registration under Provident Fund Organization pursuant to Clause No. 3.1.3 of Section III

Copy of Registration under ESI pursuant to Clause No. 3.1.3 of Section III

- (c) Annual Audited Financial statements for the last three Financial Years (FYs) ending on 31.03.2025) or CA Certification pursuant to Clause No. 3.1.5 of Section III

- (d) Certificate of Experiences pursuant to Clause No. 3.1.4 of Section III

- (e) GST Registration Certificate, as applicable

- (f) Duly field copy of TBRS 1, TBRS 2 & TBRS 3

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

2.12.2 Bid Price

- i) The bidders must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. Prices must include all taxes, duties, levies and fees whatsoever, payable by the contractor under the contract. **The bidder shall not be allowed to quote its price less than the minimum price set on GeM Portal.**
- 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.

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- iv) It is advised that during quoting of their rates, the bidder must analyse all costs involved to carry out House keeping & allied services as per scope of the works and the terms & conditions stipulated in the Tender Document. These costs may include the cost towards Minimum Wages and statutory liabilities including EPF and ESI Contributions to the workers/ supervisor to be deployed, cost towards consumables to maintain the House-keeping of the premises, Supervision Charges, Requirement of mechanized equipment (like Vacuum Cleaner etc.) for cleaning/sweeping etc for the performance of contract as per scope of the works 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.
- v) Wages payable shall not be less than minimum wages payment as declared by the Govt. If the price bids are having rates quoted less than the statutory rates the same shall be out rejected irrespective of the fact that the said bidder has qualified in the Technical bid.

No document has to be submitted through Offline mode. All the documents needs to be uploaded in the GEM portal itself.

2.15 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.

2.16 Deadline for Submission of Bids

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 SVN 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.

2.17 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. Online submission of the bid will not be permitted on the GeM Portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode including submission of Hard copy of the bid

2.18 Bid Opening

- 2.18.1 The Employer will open the Technical 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

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Document. The Bidders' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 Initially, the Technical Bids shall be opened on scheduled date of opening of the Technical bids and shall be evaluated.
- 2.18.3 The Price Bid shall be opened only of those bidders whose Technical Bids are found technically qualified. The date of opening of Price Bids will be informed to technically qualified bidders through Portal./Email. Price Bids of the Bidders whose Bids not found Technically 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.
- 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.**

2.19 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 Technical 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 Technical 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.

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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 bids shall be carried out in two stages. In the first stage, evaluation of Techno-commercial Bids shall be carried out as per the procedure mentioned below at Clause 2.20.2. The Price Bids of only those Bidders will be opened who are technically qualified as per the criteria mentioned above and evaluation shall be carried out as per the procedure mentioned below at Clause 2.20.3

2.21.2 **Evaluation of Techno-commercial Bids:** Evaluation of Techno-commercial Bids shall be carried out based on the documents submitted by the bidders in their Technical Bids and subsequent clarifications/documents submitted by the bidders during evaluation of bids. The Bidder(s) shall be declared as Technically qualified provided that their bids are substantially responsive and meet the requirements mentioned at Clause 3.1.1 to 3.1.5 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 are technically qualified as per the criteria mentioned above

2.21.3 Evaluation of Price Bids

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. 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 ending on 31.03.2023 will be considered for ranking among them and the bidder who has higher Average Annual Turnover will be declared as L-1 Bidder.

2.22 Award of Contract

2.22.1 The contract under this tender will be awarded to L1 bidder whose Bid has been determined to be substantially responsive to the Tender Document, except in case of MSME Bidders in which case, provisions under **clause No 2.22. 2 below** shall be applicable. 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 for this tender.

In case MSE quoting price within price band L1+15%, the tender will be awarded to MSE, considering the spirit of Public Procurement Policy, 2012 for enhancing the Govt. procurement from MSE by bringing down their prices to L1 prices. The ranking of preference for consideration of Award shall be calculated as per the following orders:

- (i) Step-1: The SC/ST owned MSE be given a higher ranking of preference than other(s)

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- (ii) Step-2: The MSEs owned by women shall be given a higher ranking of preference than owned by men in their compeers.
- (iii) Step-3: The one who quoted the lower price shall be given a higher ranking within their compeers.

Here, SC/ST candidate shall be compeer of ST/SC only and another end the MSEs owned by other than SC/ST shall be compeer of the MSEs owned by other than SC/ST.

2.22.3 Note: Award will only be placed by written consent given to bring down the prices at the L1 price. If none of MSE bidder agrees to bring down their price to L1 value, the award will be placed to L-1 Bidder.

2.23 Signing of Agreement

2.23.1 Within 21 (Twenty one) days after issuance of Letter of Award Contract Agreement/Service Level Agreement 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:

2.23.2 One signed copy of original Agreement shall be provided to the Consultant 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).

2.24 Corrupt or Fraudulent Practices

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.

Section II	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”.</i>	Page 9 of 10
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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.

2.25 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.

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SECTION-III: PRE- QUALIFICATION CRITERIA (PQC)

3.1 The Bidder must meet the following Pre- Qualification Criteria (PQC)

3.1.1 The Bidder/contractor/Service Provider shall be either a firm registered/ incorporated under Companies Act, 1956 or Companies Act, 2013 or a Limited Liability Partnership (LLP) firm or a registered partnership firm or a proprietorship firm.

3.1.2 Joint Venture/Consortium bidders are not eligible for bids.

3.1.3 The bidder shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation.

3.1.4 Bidder should have successfully executed the ‘Similar Services’ during the last 3 (Three) years, ending last date of month previous to one in which tender/NIT is uploaded on website by SJVN.:

The bidder should have successfully carried out One single work contracts valuing not less than Rs. 46.84 Lakhs. (Rs. Forty Six lakh eighty four thousand each)

Or

The bidder should have successfully carried out Two similar works contracts valuing not less than Rs. 29.27 lakh(Rupees twenty nine lakh twenty seven thousand only) each

Or

The bidder should have successfully carried out Three similar works contracts valuing not less than Rs.23.42 lakh(Rupees twenty three lakh forty two thousand only) each

“Similar Services” shall mean providing either Housekeeping Services or allied Services or manpower Services for Housekeeping for a minimum period of one year. Sweeping/Cleaning services shall also be considered under Housekeeping.

In case of contract(s) under execution as on the date of bid submission, the value of the work(s) executed till 28.02.2026 will be considered provided the same is certified by the employer. The bidder shall provide the supporting documentary evidence in respect of successful execution of similar work(s). The word ‘the employer’ as mentioned above shall mean the agency to whom the bidder has provided the ‘Similar Services’.

In support of above, Bidder/contractor shall submit the following :-

- a) Copy (ies) of LOAs/ Work Orders/ Agreements.
- b) Copy (ies) of satisfactorily completion certificates/ Documentary evidence indicating the date of completion.

3.1.5 Bidder should have Average Annual Turnover of minimum Rs 17.56 Lakh in the last 3 (three) Financial Years ending on 31.03.2025. In case, bidder/contractor/Service Provider does not submit the Annual Turnover for any of the previous year(s) as mentioned above, the Annual Turnover for that particular year shall be considered as Nil.

Section III	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”.</i>	Page 1 of 2
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For proof of Annual Turnover, any one of the following documents/photocopies must be submitted along with the bid:

- i) Audited Balance Sheet along with Profit & Loss account. OR
- ii) A certificate issued by a practicing Chartered Accountant/Statuary Auditor.

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 Para 4.0 of Letter of Bid as per Format -1 of Section VII of this Tender Document

Note:

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

Note: Start-up India and Micro & Small Enterprises (MSEs) are relaxed from the condition of prior turnover and prior experience.

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Section IV-

EMPLOYER'S REQUIREMENT

1. The Scope of Services under the contract is outlined below and should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. With the help of mix of man, machine, chemicals & standard operating procedures, the Contractor will ensure efficient, clean, eco-friendly & quality housekeeping and allied services:

2. The contractor shall be required to provide the Housekeeping and allied Services along with manpower, cleaning materials, equipment at the below mentioned premises of SJVN Limited:

Location of the Office Premises	Carpet Area	Minimum Number of Manpower to be deployed
SJVN Limited offices located at 6 th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023	39,317 sq ft	Fourteen (14) Semi-skilled workmen and One (01) supervisor (skilled-workman)

3. The Contractor has to carry out following job/Services:

SI. No	Particular of job to be carried out	Equipment Required	Frequency
1.	Floor Sweeping/ Cleaning	Manual/ Wet Wiping	Daily (at least twice)
2.	Door Glass Cleaning	Glass Cleaning kit	Daily
3.	Side wall & Partition Cleaning	Vacuum Cleaner	Once in a week on Saturday
4.	Dusting		Daily
5.	Tube light, fan Exhaust fan Cleaning	Dry wiping, Vacuum Cleaner	Fortnightly on Saturday
6.	Window Glass Cleaning	Glass Cleaning kit	Once in a week on Saturday
7.	Door Cleaning	Manual wiping	Once daily
8.	Sidewall (above man height) & Room cleaning	Cleaning kit	Once fortnightly on Saturday
9.	AC Duct Vacuuming (from outside)	Vacuum Cleaner	Once in a month on Saturday
10.	Cleaning-Ceiling of common area/cabins	Vacuum Cleaner	Once in a month on Saturday

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Sl. No	Particular of job to be carried out	Equipment Required	Frequency
11.	Cleaning- Chairs/Sofa Set	Vacuum Cleaner	Once fortnightly on Saturday
12.	Sofa sets dry foam shampooing	Foam Generation Machine	Once in six Months on Saturday
13.	Computer, Photocopy machine, Fax, other peripherals	Vacuum Cleaner	Once in a week on Saturday
14.	Electrical Switches Cleaning	Manual Dry Wiping	Once in a month on Saturday
15.	Blinds Vacuuming	Vacuum Cleaner	Once in a week on Saturday
16.	Waste Disposal at identified place	Manual	Daily (at least twice)
17.	Air Freshener	Manual	Daily (at least twice)
18.	Sterilized Vacuuming	Steam Vacuum Cleaner	Once in a week on Saturday
19.	Dry Foam Carpet Shampooing (wherever applicable)	Foam Generation Machine	Once in three month on Saturday
20.	Cleaning and maintenance of decorative plants, flower pots etc.	Manual	Daily (at least twice)
21.	Pest Control, mosquito control, rodent control		Fortnightly (and as and when required) on Saturday
22.	Vacuum cleaning of carpets	Vacuum cleaner	Fortnightly
For toilets/ Bathrooms, Furniture & Fixture -			
23.	Floor Scrubbing	Single disc scrubber & W/d Vacuum	Hourly
24.	Floor cleaning	Wet Mopping	Hourly
25.	Urinals Cleaning	Manually	Hourly
26.	Commode Cleaning	Manually	Hourly
27.	Wash basin	Manually	Hourly
28.	Replenishment of soap, naphthalene balls, tissue paper, Liquid hand wash, air purifiers, and other required material.	Manually	As and when required

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- 3.1 All material/ Consumable other related items are to be provided with specification, ISI marked of good quality and standard. The list of makes of main consumables e.g. tissue paper, soap, floor cleaning material, toilet cleaning material etc. which shall be used by the contractor shall be approved by the OIC and for any change in between during the currency of contract, the make shall be re-approved by the OIC.
- 3.2 In addition to jobs as specified above, SJVN may assign any minor work with relation to housekeeping and allied services of the office premises not mentioned specifically in the above table without any additional charge/payment.
- 3.3 Frequency of the work/services can be altered at the discretion of SJVN looking into needs and quantity of the works.
- 3.4 Minimum 02 (two) Nos Vacuum Cleaners shall be present at site.

4. Execution of Services

- 4.1 The execution of Housekeeping and allied Services shall be with suitable and uniformed hygiene specialist with mechanized equipment, wherever required, and wet mopping.
- 4.2 The Housekeeping and allied Services are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.
- 4.3 Contractors shall complete cleaning, dusting, mopping etc. before 9.00 AM every day positively or at the earliest after the guest room is vacant.
- 4.4 In addition to above, in case of emergency, cleaning should be done at call on unforeseen events.
- 4.5 The manpower engaged should be trained in management of bio-medical waste also, so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.
- 4.6 Cleaning/ dusting of entire furniture, partitions, chairs, railing, doors, windows, racks, sofa, computers, telephones, curtain, walls, toilet, urinals etc. with Collin or required cleaning material.
- 4.7 Vacuum Cleaning to be carried out on holidays and Saturday for the all carpet.
- 4.8 For work done on Saturday /any holiday, certificate of work done will be taken by the contractor from security staff posted at office.
- 4.9 The Contractor will have to carry out the job/services in co-ordination with the Security Guards deputed at SJVN Office premises.

5. Consumables and Equipment

- 5.1 All the consumables/cleaning Materials and disposables required for Housekeeping and allied Services are to be procured by the contractor and the Contractor shall also maintain a complete list of the monthly materials procured for the purposes of the present housekeeping contract. All consumables and disposables should be eco-friendly.
- 5.2 The Contractor shall procure suitable and adequate number of dustbins.
- 5.3 Mechanized equipment, wherever required, will be arranged by the contractor.
- 5.4 The pest/rodent control services will be carried out with the use of genuine products available in the

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market and shall be certified by the regulatory agency. However, these services will be performed fortnightly and on Saturdays only.

6. Supervision of Work/Services

The Contractor shall co-ordinate with Officer-in-Charge (OIC) for daily services.

- 6.1 The Contractor must prepare a Check-List of all the works to be done under the Contract on daily basis and maintain its record for verification.
- 6.2 The Contractor shall organize the allocation and distribution of work amongst its personnel depending upon the scope of the work and shall, further, supervise the due execution of work/services by housekeeping personnel.
- 6.3 The Contractor shall ensure the availability of adequate manpower on a daily basis.
- 6.4 The Contractor shall maintain a daily list of the persons deployed at SJVN's Offices for execution of the services and shall submit the same from time to time to OIC in detail.
- 6.5 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 6.6 It will be the sole responsibility of the contractor that the men engaged are trained and SJVN will not be liable for any mishap, directly or indirectly.

7. Workers to be Deployed at SJVN's Office

- 7.1 The workman/manpower to be deployed/engaged by the Contractor are employees of the Contractor and be deputed to SJVN only for the purpose of providing housekeeping and allied services. The workman/manpower deployed shall be in sole employment of the Contractor and the Contractor shall be solely and fully responsible for their acts, salaries, wages, remunerations and/or any other statutory or other payments. Under no circumstances SJVN shall be liable for any payment or claim or compensation and in case any liability falls on SJVN for any reason, the Contractor shall keep SJVN indemnified against the same. In order to give effect to this. Contractor shall incorporate suitable clause in the appointment letters to be issued to its employees/workman that they are employees of Contractor, a copy of which should be given to the Company for perusal and record.
- 7.2 The workmen/manpower deployed by the contractor shall be of sound health each physically and mentally and have age between 18-50 years.
- 7.3 The Contractor shall issue Identify Cards, Uniforms and badges to its House-Keeping personnel at its own cost. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty.

8. Notional Numbers of manpower to be Deployed for Carrying Out the Services

Contractor shall engage sufficient semi-skill worker (not less than 4) to carry out Housekeeping and allied Services.

9. Criteria to Measure Level of Housekeeping and allied Services

- 9.1 Shine level, presence of dust, stains on office furniture, partitions, chairs, railing, doors, windows, racks, Amirah's, sofa, computers, telephones, office gadgets, curtain, walls etc.;

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- 9.2 Spillage of water or other liquids etc. on floors, walls, doors, windows etc.;
- 9.3 Dust or cobwebs etc. on roof, window etc.;
- 9.4 Presence of mosquito, rodents, insects, flies, rats, spiders, termites, wasps etc. in the office premises;
- 9.5 Finger or palm marks, dust and stain on glass panes of windows or doors and mirrors etc.;
- 9.6 Dirt marks, dust, dryness and odor in wash-basin, WC seats, floors etc. in toilets /bathrooms.

10. Penalties

In case the contractor fails to commence/execute the work/services as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SJVN reserves the right to impose the penalty as detailed below:

- 10.1 The Contractor shall disburse salary to its deployed manpower, latest by 5th of every month, failing which penalty of Rs. 1000/- (Rupees One Thousand only) per day will be imposed up to 15th of the month and after that the contract shall liable to be terminated and recovery will be made by either Contract Performance Guarantee / Security Deposit or monthly payment..
- 10.2 If level of Housekeeping and allied Services is not observed upto the satisfaction of the Officer-in-Charge, a penalty of a minor fine of Rs.1,000/- (Rupees One Thousand only) per day, or a major fine of Rs.5,000/- (Rupees Five Thousand only) per day will be imposed on the contractor depending on the objective criteria as mentioned at clause 9 above.
- 10.3 The Contractor shall maintain a complaint/feedback register at the office location to register any service related complaint reported by any SJVN’s officials. The contractor shall insure that the complaint is attended immediately and after resolving such complaint, he will take signature from the official who made the complaint. If the contractor fails to attend such complaint in a reasonable time, a fine of Rs.500/- (Rupees Five Hundred only) per occasion shall be imposed on the contractor. Copy of complaint register will be submitted along with each monthly bill for the purpose of releasing of payment. Payment will be made after deduction of penalty, if any.
- 10.4 The above penalty imposed on the contractor (if any) shall be recovered as penalty from the due payment/security deposit of the contractor.

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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:

- i. **“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.
- ii. **“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.
- iii. **“Base Date”** shall mean the date 07 (seven) days prior to the last date of submission of bids including extension (s), if any.
- iv. **“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.
- v. **“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.
- vi. **“Contract Document”** shall mean collectively the documents listed in Clause 3.2 including any amendments thereto.
- vii. **“Contractor/Consultant”** 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.
- viii. **“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.
- ix. **“Engineer-in-Charge (EIC)/Officer-In-Charge (OIC)”** shall mean the person appointed by the Employer to perform the duties delegated by the Employer.
- x. **“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;
- xi. **“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.

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- xii. **“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.
- xiii. **“Materials”** shall mean all supplies, including consumables, used by the contractor for service performance or use by his staff.
- xiv. **“Parties”**: The parties to the contract are the "Contractor" and the “Employer”, as defined in this clause;
- xv. **“Purchaser”/ “Employer” / “Owner”/ “Corporation”/“SJVN”** shall mean the SJVN Limited shall include its legal representatives, successors, executor and permitted assigns.
- xvi. **“Specifications”** shall mean collectively, all the terms and stipulations contained in this Section IV: Scope of Services.
- xvii. **“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.
 - b. **“Works/Services”** shall mean and includes Scope of Services.to be executed as defined and set out in the Section IV of this tender Document

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 Services,
 - (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

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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. provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing
- 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 Entire Agreement

The Contract constitutes the entire agreement between the Employer and 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.

5.3.3 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.

5.3.4 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

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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.

5.3.5 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.

5.3.6 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.

5.3.7 Communications

- a) Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
 - i) in writing and delivered against receipt; and
 - ii) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.
- b) For the purpose of Clause 5.3.7a), 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 of the recipient party after sending it.
- c) The language for communications shall be the ruling language of the Contract.

5.3.8 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 Fraud and Corruption

If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 5.29 shall apply.

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For the purposes of this Sub-Clause,

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

“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

“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;

“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;

“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.

5.5 Duration of Contract

- i) The Contract shall be effective as on the date of acceptance of Letter of Award by the successful bidder (hereinafter referred as “Contractor”) and shall be continued for a period of 12 Months from the date of commencement of the Services unless earlier terminated as per clause 5.29.
- ii) Effective upon the expiration of the period of One Year from the date of commencement of the Services, SJVN, on its sole discretion, may extend the Contract for an additional period of maximum up to one year on the same terms and conditions subject to written consent of contractor to continue their services on same terms and conditions. In such case, a written notice of extension of Contract shall be provided to the Contractor before expiration date of the Contract

5.6 Scope of Supply

The Goods and related Services to be supplied shall be as specified in Section IV: Employer’s Requirements of the tender document.

5.7 Commencement of Services

The contractor shall start the activities within 07 (seven) days from date of acceptance of LoA or as mentioned in LoA and shall proceed with the same with due expedition and without delay. The Commencement of the Services shall be considered from the date of first day of acceptance of services by SJVN.

5.8 Delivery and Documents

The delivery of the Goods and related Services shall be in accordance with schedule mentioned in the Employer’s Requirements.

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5.9 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.
- v. 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

5.10 EMPLOYER’S REPRESENTATIVES

5.10.1 Engineer In-Charge (EIC)/ Officer-In-Charge (OIC)

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

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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 RESPONSIBILITIES OF THE EMPLOYER

- 5.13.1 Employer shall provide necessary information time to time required to fulfill the Contractor's obligations under the scope of the Services
- 5.13.2 Employer shall provide all necessary infrastructure (Desktop/Work Station, Printer, Internet connectivity, Hardware etc as required) and work space for setting up Trading Desk/Control Desk for Power Trading Activities. However, necessary software solution for Power Trading Activities including license for using the software and other associated activities shall be in the scope of Contractor.
- 5.13.3 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.

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5.14 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

5.15 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.

5.16 DEPLOYMENT OF EFFICIENT AND COMPETENT STAFF BY THE CONTRACTOR

5.16.1 The Contractor shall maintain efficient and competent staff/officer(s)/supervisor(s)/operator(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.

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

5.16.3 In the event of the OIC being of the opinion that the Contractor is not employing on the work/services a sufficient number of staff/officer(s)/supervisor(s)/operator(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 OIC immediately and failure on the part of the Contractor to comply with such instructions will entitle the Employer to rescind/ penalize the contract under suitable clauses of these/special condition

5.17 SUBLETTING THE CONTRACT

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 5.29.2 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.

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5.18 LABOUR LAWS & RELATED OBLIGATIONS

- 5.18.1 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.
- 5.18.2 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.

5.19 WORK COMPLETION CERTIFICATE

- 5.19.1 Upon completion of Contract period, the EIC shall issue a Work Completion Certificate duly indicating that the entire scope of Services has been completed as per the provisions of the Contract.
- 5.19.2 Final payment shall be released to the Contractor after issuance of Work Completion Certificate as per provision of above sub clause and receipt of “**No Claim Certificate**” from the Contractor.
- 5.19.3 Notwithstanding the issue of Work Completion Certificate for Work, the contractor and the Employer 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.

5.20 DEDUCTION FROM CONTRACT PRICE

- 5.20.1 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.
- 5.20.2 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.
- 5.20.3 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.
- 5.20.4 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

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5.21 Contract Performance Guarantee (CPG)

- 5.21.1 Within 21 days after the date of issue of Letter of Award, Service Provider shall submit an unconditional /irrevocable Bank Guarantee, issued by any Scheduled Bank / Nationalised Bank or Demand draft on any Nationalised / Scheduled Bank of India in the name of SJVN Limited or through online payment mode towards Contract Performance Guarantee (CPG) for an amount of 5% (Five percent) of the total contract price. The validity of CPG shall be 90 beyond contract expiry date.
- 5.21.2 In case Operator fails to submit above CPG within the stipulated time, penalty @ 1 Y MCLR of SBI per annum shall be imposed on the Operator for the number of days of delay in submission of CPG
- 5.21.3 No interest shall be payable by SJVN on Contract Performance Guarantee (CPG) as mentioned above .
- 5.21.4 In case of the termination of the contract as per clause 5.29.2, the CPG mentioned above at clause 5.21.1 may be forfeited.
- 5.21.5 In case of any shortfall at any stage on account of recovery of any dues from the CPG, Contractor shall make-up the recovered amount by furnishing an additional CPG for such amount.
- 5.21.6 The Security Deposited/CPG will be returned to the contractor within 30 days after satisfactory completion of the contract subject to submission of “Work Completion” certification by Officer-in-Charge.
- 5.21.7 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

5.22 Taxes and Duties

- 5.22.1 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.
- 5.22.2 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 Officer- In charge (OIC).
- 5.22.3 For the purpose of the Contract, it is agreed that the Contract Price specified in para 4.0 of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the Base Date (hereinafter called “Tax” in this Sub-Clause 5.22.3). 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.

- 5.23 **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

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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

5.24 Accepted Programme

The Contractor shall submit schedule of delivery of work/services, the details of man, machine & material that he intends to utilize (from time to time) for execution of the work/services and schedule thereof as required by OIC. The programme of delivery of services amended as necessary by discussions with the OIC, shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfil this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

5.25 Labour Laws & related Obligations

- 5.25.1 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. The Contractor shall also comply with the Laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer 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. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 5.25.2 SJVN may also undertake measures, as decided by competent authority, to ensure labour welfare for contract workers, as deemed fit.

5.26 Indemnification

- 5.26.1 The Contractor shall agree to indemnify and keep SJVN indemnified at all times from and against all actions, claims, demands, proceedings, liabilities or judgments (Collectively “Claim”) and any and all losses, damages, in or in relation to the Contract Agreement. Notwithstanding any other provisions in the Contract Agreement, except in cases of willful misconduct, gross negligence and/or criminal acts by the Contractor.
- 5.26.2 The Contractor shall not be liable for any indirect or consequential losses which the SJVN may suffer or incur.
- 5.27 The aggregate liability of the Contractor in respect of indemnity defined in this clause under the contract, in total or otherwise shall not exceed 100% of the fee received by the respective Contractor

5.28 Force Majeure

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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.

5.29 Termination

- 5.29.1 **Termination for Employer's Convenience:** The Employer reserves the right to terminate the Contract at any time for any reason by giving the Contractor a prior notice of termination of 30 days. 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.
- 5.29.2 **Termination for Contractor's Default:** In case the Contractor 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 comply with the requirements as per provision of Contract, the Employer reserves the right to terminate the Contract at any time for any reason by giving the Contractor a prior notice of termination of 07 days. 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 3.20 along with applicable GST or to take suitable action as per law.
- 5.29.3 **Termination for Contractor's Convenience:** The Contractor may terminate the Contract, at any time by giving, a prior notice of 90 days in respect of termination to the Employer. In the event of termination of the Contract under this sub-clause, the Contractor shall complete all his obligations under the contract upto 90 days from the date of receiving of notice of termination. In this case, CPG shall be released within 90 days of the date of termination of the Contract.

5.30 CLOSURE OF CONTRACT

The contract shall stand closed upon

- i) successful performance of all obligations by both parties and release of final payment and Contract Performance Guarantee (CPG).

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

5.31 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

5.31.1 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 5.31 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.
- iii) 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.

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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.

5.31.2 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

5.31.3 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.

5.32 LAWS GOVERNING THE CONTRACT:

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

5.33 JURISDICTION OF COURTS:

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

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SECTION - VI
PAYMENT TERMS

6.1 Terms and Procedure of Payment

6.1.1 General

- i) The first payment to the contractor shall be released only after signing of Contract Agreement.
- ii) The contractor shall submit invoice on monthly basis to the Officer-in-Charge within 5th day of every month for the services rendered in the preceding month along with following supporting Documents:
 - a) Documentary proof about disbursement of wages to the manpower deployed.
 - b) Certification of satisfactory completion of work.
 - c) Any other document as prescribed by OIC.
- iii) Any invoice submitted without the above documents shall be deemed to be incomplete.
- iv) The payment(s) shall be released through Electronic Fund Transfer (EFT). Bank charges if any, shall be borne by the contractor/service provider.
- v) Bill(s)/Invoice(s) authenticated by means of Digital Signature and submitted electronically along with other supporting document shall also be considered acceptable.

6.1.2 Release of Payment

i) In case of Micro, Small & Medium Enterprise (MSMEs):

All the payments for the services rendered by MSMEs (Micro, Small and Medium Enterprises) contractor under the contract shall be released within 45 (Forty-Five) days from the Day of Acceptance after submission of Invoice as per clause 6.1.1(ii) above.

Day of Acceptance means the day of actual rendering of services; or where any objection is made in writing by SJVN regarding acceptance of services within 15 (Fifteen) days from the date of rendering of services, the day on which such objection is removed by the contractor.

(ii) In case of Non-MSME:

All the payments for the services rendered by Non-MSMEs contractor under the contract shall be released within 45 (Forty-Five) days from the Day of Acceptance.

#Where, **Day of Acceptance** shall mean same as specified above in clause 6.1.2(i).

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(iii) The word 'submission' used in this clause shall mean the day of receipt of the documents by OIC; or where any objection is made in writing by SJVN regarding submission within 10 days from the date of receipt of the documents by OIC, the day on which such objection is removed by the contractor

6.1.3 In case contractor has rendered the services for the period less than a month, the same shall be considered on pro-rata basis.

6.1.4 In case payment are 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.

6.1.5 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:

- i) any Bank Guarantee or
- ii) any balance which may become due on final settlement / re-conciliation of the account.

6.2 Price Adjustment

6.2.1 In case there is any additional financial burden on the Contractor due to revision in Minimum Wages as declared by Department of Labour, Govt of NCT of Delhi or/and Central Government and/or any other statutory revisions in respect of wages of workmen during the currency of the contract, the same shall be reimbursed on submitting the documentary evidence to that effect.

6.2.2 The Base date for Price adjustment shall be taken as the date ten (10) days prior to the last date of bid submission including extensions, if any, unless otherwise stated elsewhere.

6.3 Deduction from Contract Price

- i) The Contract Price shall be adjusted in accordance with the provisions of the above clause 6.2, 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.
- ii) 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.
- iii) 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

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against any claim of the Employer out of or under any Contract made by the Contractor with the Employer.

- iv) 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.

Section: VI	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 3 of 3
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SECTION- VII: FORMS AND BID RESPONSE SHEET

Attachment -1

Performa for Letter of Bid

Ref No. [*Insert your Reference No.*]

Dated: xx.xx.2026

To,

[*Insert Name & Address of Tender Inviting Authority*]

Subject: *Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months*

Dear Sir,,

- 1.0 I the undersigned, Proprietor/Director/authorized signatory of [*Insert name of the Firm/ Agency/ Bidder*] and is competent to sign this declaration and execute this tender document.
- 2.0 I 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 [*Insert name of the Firm/ Agency/ Bidder*] undertake, if our bid is accepted, to commence the work immediately upon your Letter of Acceptance to us as per provisions mentioned therein, and to achieve Completion of Works within the time stated in the Bid Documents.
- 5.0 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 names.
- 6.0 We, [*Insert name of the Firm/ Agency/ Bidder*], undertake that we are not blacklisted by any PSUs/Central/State Govt./Govt. local bodies as on date and also have not been banned /de-listed/black listed/debarred from business by Ministry of Power, Government of India/any PSU/any Government Department during last 03 (three) years on grounds of corrupt/fraudulent practices and/or by Ministry of Power, Government of India/SJVN on any grounds.
- 7.0 We [*Insert name of the Firm/ Agency/ Bidder*] agree to abide by this bid till 90 days from last date of bid submission as stipulated in the Bid Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 8.0 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 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.
- 9.0 We understand that you are not bound to accept the lowest or any bid you may receive.

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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.

10.0 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.

11.0 We agree and understand that the Bid is subject to the provisions of the Bid 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.

12.0 Attachments to the Letter of Tender:

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

i) **Attachment 1:** Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified therein.

ii) **Attachment 2:** Integrity Pact duly signed between Employer and the Bidder

iii) **Attachment 3-:** Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e.

<https://eprocure.gov.in/cppp>

Bidder's Eligibility and Qualifications

(a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies pursuant to Clause No. 3.1.1 of Section III

In case of Proprietorship firm,

Self-declaration or self-certificate supported by PAN in the proprietor name and registered office proof would suffice or

Copy of Udyog Aadhar or copy of License under Shop and Establishment Act or GST Registration Certificate (REG-06 along with Annexure-B)

(b) Copy of Registration under Provident Fund Organization pursuant to pursuant to Clause No. 3.1.3 of Section III

Copy of Registration under ESI pursuant to pursuant to Clause No. 3.1.3 of Section III

(c) Annual Audited Financial statements for the last three Financial Years (FYs) ending on 31.3.2025) or CA Certification pursuant to pursuant to Clause No. 3.1.5 of Section III

(d) Certificate of Experiences pursuant to pursuant to Clause No. 3.1.4 of Section III

(e) GST Registration Certificate, as applicable

(f) Duly field copy of TBRS 1, TBRS 2 & TBRS 3

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

Date.....

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Place.....

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

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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 Employer" 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 Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Consultant is willing to offer against NIT No.

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 Employer 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 Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, 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

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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 Employer 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 Employer 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 Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer 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 Employer 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 Employer, 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 Employer 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 Employer for showing or

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forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

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 Employer 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 Employer 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 Employer, or alternatively, if any relative of an officer of the Employer 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.

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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 Employer.

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 _____ (Employer'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 Employer 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 Employer and the Employer 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 Employer resulting from

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such cancellation/rescission and the Employer 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 Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Consultant from participating in future bidding processes of Employer, as per provisions of "Guidelines on Banning of Business Dealings" (**Annex-A**), which may be further extended at the discretion of the Employer.
- (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 Employer with the Bidder/ Consultant, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer 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 Employer's country.

5.3 The decision of the Employer 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 Employer 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

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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 Employer and request Employer 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 Employer 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 Employer 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 Employer within 30 days from the date of reference or intimation to him by the Employer/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 where 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 Employer 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.

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8.0 Law and Place of Jurisdiction

This Pact is subject to _____ (Employer's Country) Law. The place of performance and jurisdiction is the Registered Office of the Employer. 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 Employer 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 _____.

Employer

Bidder

Name of the Officer: **Prateek Sharma**

(Authorised Person)

Designation: **Manager(C&P)**

(Name of the Person)

Designation

Place: New Delhi

Place-----

Date: xx.xx.2026

Date-----

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Witness1. _____

Witness1. _____

(Name and address)

2. _____

2. _____

(Name and address)

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Annex-A to Pre-Contract Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

- 1.1 Employer 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 Employer 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 Conditions of Contract (CC) of Employer generally provide that Employer 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.

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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 Employer.

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 Employer 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.

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- 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 Employer 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 Employer'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 Employer or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer'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.

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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 Employer, 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 / Contractors, 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.

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 15 of 31
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- 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.
-

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 16 of 31
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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, ITB Clause.....of Tender Document.

(Seal & signature of the Bidder)

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 17 of 31
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Performa for
Mandatory Information required to upload the award details on Central Procurement Portal (CPP) i.e. <https://eprocure.gov.in/cppp>

Subject: *Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months*

- | | |
|-------------------------------------|---|
| 1. Company Name1 | <input type="text"/> |
| 2. Registration Number | <input type="text"/> |
| 3. Registered Address | <input type="text"/> |
| 4. Name of Partners/ Directors | <input type="text"/> |
| 5. Bidder Type : Indian/ Foreign | <input type="text"/> |
| 6. City | <input type="text"/> |
| 7. Postal Code | <input type="text"/> |
| 8. Company's Establishment Year | <input type="text"/> |
| 9. Company's Nature of Business | <input type="text"/> |
| 10. Company's Legal Status (Tick ✓) | <input type="text" value="Limited Company"/> |
| | <input type="text" value="Undertaking"/> |
| | <input type="text" value="Joint Venture"/> |
| | <input type="text" value="Partnership"/> |
| | <input type="text" value="Others"/> |
| 11. Company Category (Tick ✓) | <input type="text" value="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

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)

(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

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 20 of 31
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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 2026 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**

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

[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

<p>Section VII</p>	<p><i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i></p>	<p>Page 22 of 31</p>
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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 2026..... 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.
- (@) This date will be Ninety (90) days beyond the completion 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,**

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 23 of 31
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Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code:
SBIN0017313, Client Name: SJVN Ltd

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 24 of 31
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TBRS-1

Performa for Techno-Commercial Bid

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

“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”

Sl. NO.	Document to be Submitted	Bidder's Response	
		Information to be provided by Bidder	Ref of the Document submitted along with Page Nos.
1.	Name of Bidder/Service Provider		
2.	Date of Incorporation/Establishment and Registration No. (Copy to be enclosed)		
3.	Nature of the Bidder/Service Provider : (i.e. Proprietary, Registered Partnership Firm, Company or Corporate body legally constituted and Registration No.		
4.	Full Address of Reg. Office Telephone No. FAX No. : E-Mail Address:		
5.	Full Address of Branch Office in Delhi, if any, for communication Telephone No. FAX No. : E-Mail Address:		
6.	Details of Authorised Representative(s): Name: Designation: Telephone/Mobile No.:		

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 25 of 31
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Sl. NO.	Document to be Submitted	Bidder's Response	
		Information to be provided by Bidder	Ref of the Document submitted along with Page Nos.
	email Address :		
7.	Udyog Aadhar Certificate (UAM) or NSIC or MSME certificate		
8.	Letter of Bid		
9.	Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP)		
10.	Registration under Provident Fund Organization		
11.	Registration under ESI		
12.	GST Registration Certificate as applicable		
13.	Is the Bid duly numbered with index and signed & stamped at each by Authorised Representative?		
14.	Any other additional information/Document(s) pertaining to this tender except price content, if any		

1. The Document to be uploaded must be signed by authorised signatory.
2. All the pages are to be serially numbered with index & Relevant page Nos to be mentioned in ref column.
3. All the supporting Documents should be uploaded before submitting the Bid

Performa for Techno-Commercial Bid

Techno-Commercial Bid Response Sheet regarding Turnover, in reference to Clause no. 3.1.5 of Section III, during last 3 (three) Financial Years ending on 31.03.2025 for

“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”

Sl. No.	Financial Year	Annual Turn Over for the Year	Ref of the Document submitted along with Page Nos.
1.	2022-23		
2.	2023-24		
3.	2024-25		

1. Bidder can add multiple no. of rows as required, by clicking at “Add Record” Tab.
2. Copy to be enclosed relevant Audited Financial Statements/CA certificate in this respect.
3. The Document to be uploaded must be signed by authorised signatory.
4. All the pages are to be serially numbered with index & Relevant page Nos to be mentioned in ref column.
5. All the supporting Documents should be uploaded before submitting the Bid.

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 27 of 31
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Performa for Techno-Commercial Bid

Techno-Commercial Bid Response Sheet regarding Experience of Similar Work, Clause no. 3.1.4 of Section III, during the last 3 (three) years, for

“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”

Sl No.	Name of the client	Period of the Contract (From-to)	Client Contact Details (including Address ,contact person, email, phone, Fax)	Value of the Contract (per annum)	Ref of the Document submitted along with Page Nos
1.					
2.					
3.					

Note:

1. The Document to be uploaded must be signed by authorised signatory.
2. All the pages are to be serially numbered with index & Relevant page Nos to be mentioned in ref column.
3. All the supporting Documents should be uploaded before submitting the Bid.

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 28 of 31
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Performa for Break Up of Price Bid submitted on GeM

“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”

S.No	Particulars	Rate for Semi Skilled Manpower	Particulars	Rate for Skilled Manpower
(A)	Basic Wages plus VDA		Basic Wages plus VDA	
(B)	EPF on Basic Wages plus VDA (13%)		EPF on Basic Wages plus VDA (13%)	
(C)	ESIC (3.25%)		ESIC (3.25%)	
(D)	Bonus (8.33%)		Bonus (8.33%)	
(E)	Sub Total per month		Sub Total per month	
(F)	Total Amount for 12 month (26 days) in Rs for 1 Semi-Skilled Workmen (E*12)		Total Amount for 12 month (26 days) in Rs for 1 Skilled Workmen (E*12)	
(G)	No of Semi-Skilled Workmen	14	No of Skilled Workmen	1
(H)	Total Amount for 12 month (26 days) in Rs for 14 Semi-Skilled Workmen (G*12) H1		Total Amount for 12 month (26 days) in Rs for 1 -Skilled Workmen (G*1) H2	
(I)	Total cost of 15 no. Manpower including 14 Semi-Skilled Workmen and 1 no. Skilled Workmen			
(J)	Mandatory payment of cost of material/consumables (i.e., Cost towards mechanized equipment for cleaning/sweeping etc. per month			
(K)	Mandatory payment of cost of material/consumables (i.e., Cost towards mechanized equipment for			

	cleaning/sweeping etc. For 12 months (J*12)	
(L)	Service on (I+K) @ 3.85%	
(M)	Total Price excl of GST (I+K+L)	
(N)	Contract Price Incl of GST @ 18%	

Total Contract for 14 Semiskilled Manpower and One (1) Skilled manpower for 12 months

- i. Bidder must quote the total contract price at Point N of the table above on the GEM portal against the “OFFER PRICE”. Computation of the above-mentioned all-inclusive price must be done as per the table mentioned above. OFFER PRICE must include all taxes, duties, levies and fees inclusive of GST under the contract
- ii. The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway. The Successful L-1 Bidder shall be required to submit quoted break up of prices as per the above table.
- iii. ***The bidder shall not be allowed to quote its price less than the minimum price set on GeM Portal.***
- iv. It is advised that during quoting of their rates, the bidder must analyse all costs involved to carry out Housekeeping & allied services as per scope of the works and the terms & conditions stipulated in the Tender Document. These costs may include the cost towards Minimum Wages and statutory liabilities including EPF and ESI Contributions to the workers/ supervisor to be deployed, cost towards consumables to maintain the Housekeeping of the premises, Supervision Charges, Requirement of mechanized equipment (like Vacuum Cleaner etc.) for cleaning/sweeping etc for the performance of contract as per scope of the works.
- v. Bidders are required to ensure that all statutory liabilities are included in the OFFER Price and are specified in the above table for break up of prices. In case of any discrepancy or any statutory liability is not mentioned in the above table, Bidder will bring into notice of Employer through Pre Bid Clarification. Bidder may note that all **statutory** liability as on the base date whether specifically mentioned or not in the table shall be deemed to be included in the Offered Price and shall be payable by the Contractor.
- vi. Wages payable shall not be less than minimum wages payment as declared by the Govt. If the price bids are having rates quoted less than the statutory rates the same shall be out rejected irrespective of the fact that the said bidder has qualified in the Technical bid.

Signature of Owner/Managing Partner/Director/ Authorized signatory*

Date:

Full Name:

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 30 of 31
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Place:

Company's Seal:

Section VII	<i>“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”</i>	Page 31 of 31
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PRE CONTRACT INTEGRITY PACTBetween

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 Employer" 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 Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Consultant is willing to offer against NIT No.

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: -

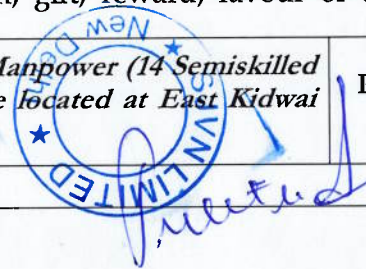
Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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 Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, 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

Section VII	<i>"Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months"</i>	Page 4 of 31
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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 contract.

- 1.2. The Employer 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 Employer 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 Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer 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 Employer the proceedings under the contract would not be stalled.

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

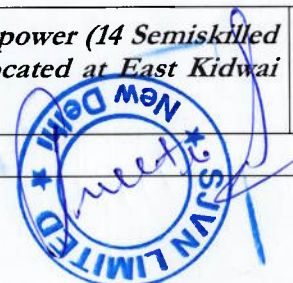
The Bidder(s)/Consultant(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit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

Section
VII

“Housekeeping and allied services with 15 Nos. Manpower (14 Semiskilled and 1 Skilled Supervisor) for SJVN Limited office located at East Kidwai Nagar, New Delhi for a period of 12 months”

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forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

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 Employer 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 Employer 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.

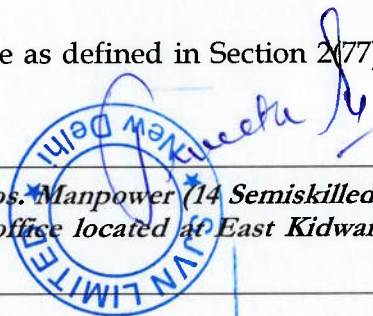
2.9 The Bidder(s)/Consultant(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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 Employer, or alternatively, if any relative of an officer of the Employer 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.

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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 Employer.

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 _____ (Employer'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 Employer 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 Employer and the Employer 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 Employer resulting from

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such cancellation/rescission and the Employer 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 Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Consultant from participating in future bidding processes of Employer, as per provisions of "Guidelines on Banning of Business Dealings" (Annex-A), which may be further extended at the discretion of the Employer.
- (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 Employer with the Bidder/ Consultant, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer 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 Employer's country.

5.3 The decision of the Employer 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 Employer 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

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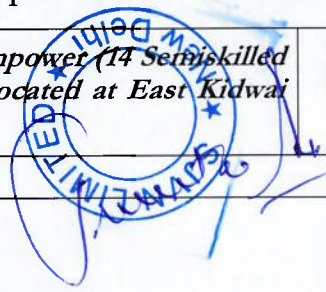
limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

- 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 Employer and request Employer 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 Employer 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 Employer 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 Employer within 30 days from the date of reference or intimation to him by the Employer/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 where 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 Employer 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.

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8.0 Law and Place of Jurisdiction

This Pact is subject to _____ (Employer’s Country) Law. The place of performance and jurisdiction is the Registered Office of the Employer. 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 Employer and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDERS 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 _____.

Employer

Prateek Sharma

Name of the Officer: Prateek Sharma

Designation: Manager(C&P)

Place: New Delhi

Date: ~~xx/xx/2026~~

9/3/2026

Bidder

(Authorised Person)

(Name of the Person)

Designation

Place-----

Date-----



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Witness1.

Gurwinder Singh

C/O SJVN

2.

Mitunjay Kumar
Mitunjay Kumar
C/O SJVN

Witness1.

(Name and address)

2.

(Name and address)

Section
VII

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Annex-A to Pre-Contract Integrity Pact

Guidelines on Banning of Business Dealings

1.0 Introduction

1.1 Employer 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 Employer 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 Conditions of Contract (CC) of Employer generally provide that Employer 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.

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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 Employer.

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.

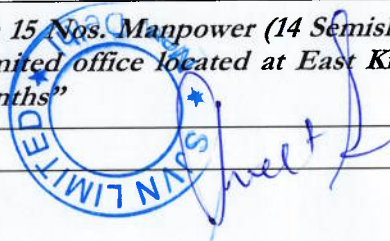
5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with Employer 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 Employer 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 Employer'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 Employer or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer'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.

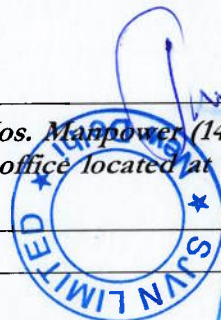
7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- 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.


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- 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 Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- For exonerating the Agency if the charges are not established;
 - For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - 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**
- 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.
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[Handwritten Signature]


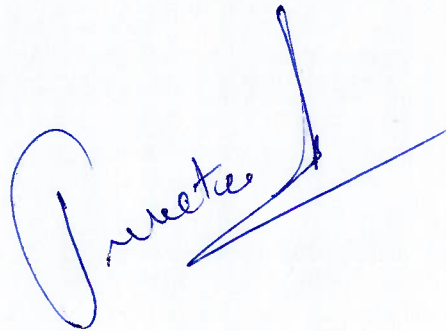
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FORM OF DECLARATION OF ELIGIBILITY

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, ITB Clause.....of Tender Document.

(Seal & signature of the Bidder)



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