

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - SUV; As per scope of work; Local 24*7
अनुबंध अवधि /Contract Period	2 Year(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	1132747.44
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1772091530.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - SUV; As Per Scope Of Work; Local 24\*7 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	SUV

विवरण/ Specification	मूल्य/ Values
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire , Honda City , Hyundai Verna , Mahindra XUV 500 , Toyota Innova
Usage Variant	As per scope of work
Type of Service	Local 24*7
Year of Vehicle Model	As per scope of work
Km Travelled	As per scope of work
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Diesel
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Kundan Kumar	825421,Koderma Thermal Power Station, Damodar Valley Corporation, Koderma, 825421, Koderma, 825421	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 24</li> </ul>

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Sub: Proposal for Hiring of one (01) no. Vehicle (MUV/MPV/SUV/Compact SUV) below 1500 CC, for use in KTPS Construction, Phase-II, DVC, Koderma, for 09 hours daily run considering average monthly run of 2000 KM run for the period of two (02) years, KTPS, DVC.**

**Mode of Tender: Open.**

### **QUALIFYING REQUIREMENTS:**

**As per attached Qualifying Requirement.**

### **SOW:**

**As per attached Scope of work.**

### **Commercial Terms & Conditions: -**

**1. Price Basis:** - Variable as per PV clause mentioned in "General Terms and Conditions".

#### **2) PRICE BID DISCLOSURE:**

If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall out rightly be rejected and will not be considered further.

**3) TAXES & DUTIES:** As applicable at per actual.

#### **4) Payment Terms: -**

i. 95% of contract price shall be made against monthly RA bills after statutory deductions as applicable subject to satisfactory completion of the job duly certified by the Officer-in-charge and execution of the agreement.

ii. Remaining 5% payment will be released after completion of the contract.

Payment will be done in Non-GeM Mode i.e. offline mode.

Payment will be done on RA bill certified by DGM/Sr. Manager, PWS, KTPS, DVC subject to satisfactory completion of the work.

The contractor shall raise the bill on completion of every month, which should be duly certified by the officer In-charge and the payment shall be done as per above payment term.

## **5) BOQ:**

As per attached BOQ.

## **6) PERIOD OF VALIDITY OF BID :**

(i) Bids shall remain valid for a period of **180 days** from the closing date prescribed by the Employer for the receipt of bids. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

(ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall all be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **7) CONTRACT PERIOD:**

The contract shall remain valid for a period of **Seven Hundred & Thirty (730) Days** from the date of commencement of the work order.

The contract may be terminated within the contract period if performance is found unsatisfactory in the opinion of DVC, without showing any further reason.

## **8) IMPORTANT TERMS & CONDITIONS :**

(a) Invoice to be raised separately with different rates of GST.

(b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

## **9) AGREEMENT:**

An agreement in DVC's prescribed format (Enclosed with the BID) shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

Contract agreement shall be executed after receipt and verification of the required site performance security (wherever applicable). The said agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order in case of OTE and 45 days from the date of issue of LOA/PO/Work Order in case of GTE, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting Bidder will not be allowed to participate.

#### **10) LD CLAUSE & Risk purchase clause:**

- I. DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.
- II. Alternatively, the Purchaser reserves the right to purchase the service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the service by the above procedure.
- III. Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- IV. In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the service, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

#### **11) Penalty Clause:**

(a) If the contractor fails to provide the vehicle(s) on a particular day then a penalty of Rs. 3000/- for whole day or part thereof (Hourly basis) will be deducted from monthly bill.

(b) As per Engineer-in-charge/authorized representative instruction, if any owner refuses/deny sending Vehicle(s) to any place in W.B, Jharkhand, Bihar, on interest of corporation work a penalty of Rs 1000/- will be deducted from running monthly bill.

## **12) LIMITATIONS OF LIABILITY:**

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

## **13) SECURITY DEPOSIT -CUM -PERFORMANCE GUARANTEE**

Security Deposit shall be recovered through pro-rata deduction at the rate of 3% from each Running Account (RA) Bill, which will be released after successful completion of the contract.

**14) TERMINATION OF CONTRACT :** It will be guided as per relevant clause of GCC. "GCC 2023" is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in). Also attached here in.

**15) SETTLEMENT OF DISPUTES & ARBITRATION:** It will be guided as per GCC. GCC' 2023 is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in).

## **16)VENDOR BILL TRACKING SYSTEM:**

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

## **17)SUB-LETTING:**

Sub-letting is not allowed in this contract.

**18)GOVERNING LAW(CLAUSE NO.30 OF GCC DVC):** The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract

**19)FORCE MAJEURE:** As Per the Clause 16 of the DVC's GCC.

**20) CONTROLLING OFFICER:** The Sr. Manager (PWS), or their authorized representative.

**21) EPF/ESIC:**

Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be applicable as per rules. EPF & ESI provision shall have to be made by the contractor as per prevailing rules and the same to be in force from time to time during the tenure of the contract. The liability to comply with all related formalities shall rest upon the contractor.

**22) SAFETY CLAUSE:** As per GCC. GCC' 2023 is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in).

**23) SPECIAL INSTRUCTION TO BIDDERS:**

- I. Status of organization (i.e. Company Registration Certificate/ Memorandum and Article of Association/ Partnership Deed / sole-proprietorship as the case may be) with documentary evidence. Upload the scan copy of same during the bid submission.
- II. MSME certificate/ NSIC Registration certificate from appropriate government authority (as & if applicable). Upload the scan copy of same during the bid submission.
- III. PAN, GST Registration certificate, Bank account details . Upload the scan copy of same during the bid submission.
- IV. The bidder must have a valid EPF and ESI registration Certificate. Upload the scan copy of same during the bid submission.
- V. Quotation received after due date may not be considered. If you submit more than one offer against the GeM Bid within the due date, the latest offer received against the NIT at this office may only be taken into consideration. Unsolicited offers will not be considered.
- VI. The bidders are requested to download the format of Letter of Bid [i.e. Annexure-G], Affidavit [i.e. Annexure-I], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H] and Certificate from hyperlink given in clause no: 3 of Buyer added Bid Specific ATC under "Buyer Added Bid Specific Terms and Conditions" and fill as per instruction given below and upload the same in website (GeM) in .pdf file (No price part should be mentioned in this document). The bidder is also requested to upload scanned copies of the same.
  - (1) Letter of Bid: This will be downloaded by the bidder and will be printed/ typed on his letter head as per format. This document will be signed by the bidder and submitted the same.
  - (2) Affidavit: Notarized affidavit of Annexure-I on Non-Judicial Stamp Paper (minimum value of Rs.10) to be uploaded by the bidder on GeM Portal (for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility).
  - (3) Certificate: Bidders are requested to print/ type on his letter head as per

format of certificate. This document will be signed by the bidder and the scanned copy of the same will be uploaded on GeM Portal during bid submission

(4) Annexure-H: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT is to be uploaded in website (GeM) in .pdf form as it is required for RTGS/CBS /NEFT.

## **VII. Ownership Documents:**

Need to submit following documents during the bid submission

### **(a) In case of old vehicle**

- (i) Owner Book
- (ii) Insurance Papers
- (iii) Commercial Registration Certificate
- (iv) Certificate of fitness
- (v) Up to-date Tax Token
- (vi) Pollution Clearance Certificate
- (vii) Copy road permit

**OR**

### **(b) In case of New Vehicle:**

Undertaking on non-judicial stamp paper (minimum value of Rs.10.00/-) only] to provide the new vehicle (as per the format given in the GeM Bid (Annexure-2)).

**viii. Firm must submit mandatory documents as mentioned in Annexure-2 (attached in GeM ATC). Bidder's offer will be rejected outrightly if offer found in short of any mandatory documents. N.B. Mandatory documents will not be sought from the bidder after bid opened. There would be no provision of seeking shortfall documents.**

**ix. DVC has adopted Single Envelope Bidding System for all tender except EPC, QCBS and any tenders having e-reverse auction. During the Single Stage Single Envelope bid evaluation, a comparative statement of prices for all participating bidders shall be prepared first.**

**The techno-commercial evaluation will then be carried out only for the L1 (Lowest Evaluated) bidder**

**. If the techno-commercial documents of the prospective L1 bidder are found non-compliant with the NIT requirements, the evaluation shall be taken up for the next lowest bidder (L2), and so on, until a bidder is found to be fully aligned with the QR of the NIT.**

**All applicable provisions of the MSME Policy, Make in India (MII) Policy, and other statutory norms of**

**GOI shall be followed in line with the provisions of NIT.**

**(24) Applicable LAWS:**

The contractors have to comply with all the following law, if applicable.

- a.** Contractor should have to abide by all statutory acts and Laws and Regulations of respective Government.
- b.** Contractor shall be responsible for compliance of all statutory obligations Under Factories Act. 1948. Contract Labour Act, Minimum wages Act, payment of Wages Act and also be responsible for payment of employee's contribution under EPF etc. The contractor is to comply the ESI act as applicable.
- c.** Contractor has to obtain Labour licence from statutory body i.e., concerned office of the Regional Labour Commissioner (central) as applicable.
- d.** Contractor has to obtain Labour licence from Govt. Licence authority Under contract Labour Regulation and Abolition Act and the copy of the same will have to be produced.
- e.** The workers deployed by contractor will be bound by regulation of Factories Act 1948. Minor and women labours shall not be engaged in this job.
- f.** Xerox copies of the documents showing deposit of EPF amount to the EPF Department of Govt. Should be submitted to the controlling officer and personnel department.

**(25) COMPLIANCE OF REGULATIONS (CLAUSE NO.22 OF GCC DVC):**

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with.

The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

**(26). TERMS AND CONDITIONS: -**

The contractor would be bound by the terms and conditions as detailed in the GeM Bid/ GeM contract and DVC General Conditions of Contract (GCC) & General terms & conditions of GeM. Bidders are requested to go through General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM before

submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM.

Note:

- i. The terms and conditions stipulated in STC & SLA will supersede those in GTC (General terms & conditions of GeM) and Terms & conditions stipulated in ATC will supersede those in GTC (General terms & conditions of GeM) and STC in case of any conflicting provisions.
- ii. The terms and conditions mentioned in ATC & Scope of work in attachment shall prevail over GeM Bid Report if there is any contradiction.

**(27) PAYMENT TO WORKERS:**

Payment to the Driver/s engaged by the contractor should be made within the 7<sup>th</sup> day of the following month.

**(28) Total Estimated Bid Value is excluding GST. But your quoted price must be inclusive of GST. (Very Very Important)**

**(29) SECURITY GATE PASS:**

The contractor must arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor. As KTPS, DVC is a protected area, necessary Photo Identity Pass of the persons engaged shall be arranged by the contractor or from the In Charge KTPS, the expenditure of photograph etc. shall be borne by the contractor.

**(30) WAGE SHEETS:**

Contractor should maintain up to date payment register of their laborers. The contractor operating authority or any other representative of the controlling officer may check the register so maintained any time and if in case it is observed that the regular payment to the labors is not made, the same would be deducted from their bills and necessary action as deemed fit would be taken against contractor. Wage sheets of workers should be submitted to the controlling officer every month with the bill.

**(31) SCANNED COPIES OF ALL THE REQUIRED DOCUMENTS:**

Scanned Copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in GeM Portal during submission of bid on line for techno commercial evaluation and compliance thereof. Tenders will be processed on the basis of scanned copy of the documents submitted by the bidders. Hard copies of the QR related documents (Original/self-authenticated and attested by public notary) will be asked from the L1 bidder in support of the information and documents furnished by the said bidder on-line for validating and record.

**(32) UNAUTHORIZED OCCUPATION/POSSESSION:**

Unauthorized occupation/possession of Quarters/Shop/Plot of land of DVC will be treated as a disqualification and tender submitted/Contract awarded is liable to be rejected/cancelled, as the case may be, at any stage if the vendor or his authorized representative is found to be having such unauthorized occupation/ possession.

### **(33) LOCAL RULES & REGULATIONS:**

The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

### **(34) DISCIPLINE:**

The contractor's employees should maintain proper discipline and behavior and do not cause any hindrance in execution of duties by DVC, KTPS Employees. Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

**(35) UPWARD VARIATION:** Any upward variation in taxes & duties beyond contract period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

**(36) Qualifying requirements, Scope of work, BOQ, General terms and conditions, GCC, GCC safety and all other relevant formats are attached. Kindly go through the attachments.**

### **(37). Contact Us:**

**(a)** If any queries related to enquiry/NIT/P.O., you may contact to Ms Sunima Nayak, Sr. Manager (C&M) KTPS, DVC, Koderma. Mobile No.: 9434745986, Mail-ID: [sunima.nayak@dvc.gov.in](mailto:sunima.nayak@dvc.gov.in) OR Shri Somnath Chanda, Manager(C&M) KTPS, DVC, Koderma, Mob No- 9933312151, Mail ID : [somnath.chanda@dvc.gov.in](mailto:somnath.chanda@dvc.gov.in).

**(b) Paying Authority:** The Sr. Manager (Finance), KTPS, DVC, P.O.- Koderma , Banjhedi, Pin No. -825421, **Mobile No.- 9431585115, email id: [rajasagar.singh@dvc.gov.in](mailto:rajasagar.singh@dvc.gov.in)**. Please contact with him for any queries regarding Payment.

**(c) Indenting department:-** Mr. Dinesh Soni, Sr. Manager, Construction, Phase -II, KTPS, DVC, Koderma. Mobile No.: 7004518878, Mail-ID: [dinesh.soni@dvc.gov.in](mailto:dinesh.soni@dvc.gov.in)

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**