

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-08-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-08-2026 12:30:00
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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : nripendranath.mondal@dvc.gov.in Buyer Email id: sunima.nayak@dvc.gov.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Engagement of one diesel driven truck , minimum carrying capacity 10 MT for official use of Store section and other miscellaneous duties of KTPS DVC for a period of 02 years
समान श्रेणी / Similar Category	Operation and Maintenance Power House / Power Plant
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), Additional Doc 2 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	3053821.92
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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.
5. 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.
6. 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

Payment Terms:[1784290773.pdf](#)

Scope of Work:[1784609586.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1784290824.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1784290934.pdf](#)

GEM Availability Report (GAR):[1784290944.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1784290952.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1784290977.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1784290991.pdf](#)

Custom Bid For Services - Engagement Of One Diesel Driven Truck , Minimum Carrying Capacity 10 MT For Official Use Of Store Section And Other Miscellaneous Duties Of KTPS DVC For A Period Of 02 Years (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of one diesel driven truck , minimum carrying capacity 10 MT for official use of Store section and other miscellaneous duties of KTPS DVC for a period of 02 years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC

Sub: Proposal for “Engagement of one diesel driven truck , minimum carrying capacity 10(Ten) MT for official use of Store section & other miscellaneous duties of KTPS,DVC for a period of 02(Two) years..

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) TAXES & DUTIES: As applicable at per actual.

3)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, Stores, 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.

4) BOQ:

Departmental Estimate for hiring of truck for two (02) years at KTPS , DVC

Sl No.	Task Description	Frequency	UOM	Rate (as mentioned in remarks column)	Total basic price (Rs)
1	Expenditure on driver and helper for running a vehicle	24	MON	Rs. 52,241.08	Rs. 1,253,785.92
2	Dry Truck run charges (for 1200 KM) excluding driver charges and cost of diesel but including lubricant, cost of spares consumables, traffic obligations and other statutory fees and charges etc.	28800	KM	Rs. 34.49	Rs. 993,312.00
3	Monthly running charges in Rs./KM(Cost of diesel only)	28800	KM	Rs. 16.87	Rs. 485,856.00
4	Monthly hiring charges for engagement of vehicle beyond normal duty of nine (09) hours in a day (in Rs/ Hour)	2160	HOURLY	Rs. 148.55	Rs. 320,868.00

				Total	Rs. 3,053,821.92
Total estimated cost is Rs.30,53,821.92 (Thirty Lakh Fifty Three Thousand Eight Hundred Twenty One and Ninety Two paisa) only excluding GST					

5)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 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.

6) 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.

7) 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.

8) 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 requisite 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.

9) 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.

10) Penalty Clause:

- a) A Penalty of Rs. 1500/- (Rupees One Thousand Five Hundred only) in each case will be imposed on contractor for failure to provide the vehicle for the whole day.
- b) A penalty of Rs. 700/- (Seven Hundred only) in each case will be imposed on contractor for failure to provide the vehicle for a part of the day.
- c) If contractor deploys vehicle whose quality is not as per WO Terms & conditions for more than 3 (Three) consecutive days in a month, DVC authority retains the prerogative to refuse the service of the vehicle and penalty as stated above may be imposed for each of such days.
- d) During idle time of duty hours the vehicle shall be parked with driver/helper at a location as instructed by the Officer in charge. If vehicle/driver or both are found missing at any time during duty hours, penalty at proportionate hourly rate deduction will be made as per formula here under: $\text{Monthly total hiring charges} / (\text{Total days of month} \times 9) = \text{Penalty/hr.}$

11) 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.

12) 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.

13) TERMINATION OF CONTRACT: It will be guided as per relevant clause of GCC. "GCC 2023" is available in DVC website www.dvc.gov.in. Also attached herewith.

14) SETTLEMENT OF DISPUTES & ARBITRATION: It will be guided as per GCC. GCC' 2023 is available in DVC website www.dvc.gov.in.

15)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.

16)SUB-LETTING:

Sub-letting is not allowed in this contract.

17)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

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

19)CONTROLLING OFFICER: The work is to be carried out under the supervision of Sr. Manager (M)/DGM (M), Stores, KTPS, DVC or his authorized representative..

20)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.

21)SAFETY CLAUSE: As per GCC. GCC' 2023 is available in DVC website www.dvc.gov.in.

22) SPECIAL INSTRUCTION TO BIDDERS:

The following documents are duly self-attested by the bidder, is to be enclosed/uploaded along with the offer:

- 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 Trucke

- (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 Truck:

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- MD (attached in GeM ATC). 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 from bidders after submission of bids.

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.

(23) TAX INVOICE:

Please submit Tax invoice on supply of material/service with prerequisites statutory information within stipulated time as mentioned in the relevant provision of the CGST 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. 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.

(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 c

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) PUBLIC PROCUREMENT POLICY

a. Amendment to the existing Public Procurement Policy for Micro and Small Enterprises (MSE) was notified by Ministry of MSME vide GOI Gazette Notification S.O. 5670(E) dated 9th November, 2018 will be applicable for subject Procurement/Service.

b. Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2 /2017 B.E. II dated 15th June, 2017 is applicable for the subject procurement.

c. Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26((1) /2014-MA dated 6th November, 2015 is applicable for the subject procurement.

(28) PRICE VARIATION CLAUSE:

The rate should be furnished as per the price bid format. However, Monthly running charge shall be subject to variation in the sense that for any increase / Decrease on Diesel Price, the rate of this part shall be modified as under:

$$X_m = X + (P_n - P_o)/R,$$

(R Should be certified by the company Showroom (Registered service centre of the Company)

X_m = Modified Rate.

X = P_o/R (i.e. Diesel rate on the date of bid opening/ (Km/Lt. of Diesel))

R = Km/Lt. of Diesel

P_n = Current Price of diesel in Rs. / Lt.

P_o = Base Price of diesel as on the date of bid opening date in Rs./Lt.

b. Base price of fuel as on the date of price bid opening shall be considered as base price and assuming Diesel driven heavy vehicles run 6 KM / ltr., from which rate of monthly running charge (diesel only) per KM arrives as mentioned in W.O.

c. The rates/prices are excluding GST & parking charges/toll taxes (wherever required). GST as applicable (presently @5%) shall be paid extra by DVC.

(29) PAYMENT TO WORKERS:

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

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

(31) SECURITY GATE PASS:

The contractor must arrange Photo gate pass at his own cost for his workmen for

om 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 contract or from the In Charge KTPS, the expenditure of photograph etc. shall be borne by the contractor.

(32) WAGE SHEETS:

Contractor should maintain up to date payment register of their laborers. The contract 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.

(33) 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.

(34) 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.

(35) 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.

(36) 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.

(37) 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.

(38) 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.

(39) OUR BANKER:

SBI, KTPP Branch (Branch Code no. 12633, IFSC code. SBIN0012633, Micro Code . 825002609)

and Bank of India, Banjhedih (Branch Code no. 4989, IFSC code. BKID0004989, Micro code. 825013612).

(40). 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 OR Shri Somnath Chanda, Manager(C&M) KTPS, DVC, Koderma, Mob No- 9933312151, Mail ID : somnath.chanda@dvc.gov.in.

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

DVC GST Number in Jharkhand : 20AABCD0541M1Z5

(c). Indenting department:- Mr. Prahlad Kumar Das, Sr. Manager (Store) KTPS , DVC, Koderma. Mobile No.: 8670968834, Mail-ID: prahlad.das@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 (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---