

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 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: kartik.chakroborty@dvc.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - MUV; AC Diesel driven MUV MPV SUV eg Bolero Neo Scorpio Sumo or equivalent recent version; The registration date of the vehicle shall be such that at any point of execution of contract the ve..
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
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 विवरण/Bid Details	
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)	824040
Payment Timelines	Payments shall be made to the Seller within 15 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
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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/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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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. **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 100% (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.
3. 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.
4. 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.

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - MUV; AC Diesel Driven MUV MPV SUV Eg Bolero Neo Scorpio Sumo Or Equivalent Recent Version; The Registration Date Of The Vehicle Shall Be Such That At Any Point Of Execution Of Contract The Ve.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	MUV
Type of car	AC Diesel driven MUV MPV SUV eg Bolero Neo Scorpio Sumo or equivalent recent version
Year of Vehicle Model	The registration date of the vehicle shall be such that at any point of execution of contract the vehicle shall not be more than 5 years old from the date of registration considering the road safety and environmental aspects
Vintage in KM	The registration date of the vehicle shall be such that at any point of execution of contract the vehicle shall not be more than 5 years old from the date of registration considering the road safety and environmental aspects
Air Conditionin g	A/C
Engageme nt Hours per Day	9
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain and Hilly
Fuel type of vehicle	Diesel
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
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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	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Amar Anthony Khalkho	828206,Office of the Chief Engineer & Project Head, Damodar Valley Corporation, Panchet Dam, District-Dhanbad- 828206	1	- Estimated KMs to be traveled in a month : 2500 - Duration in Months within the Contract Period : 24

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 Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Service Category: Vehicle Hiring Service - Without Fuel

(Fuel cost & Charge for overtime duty (if applicable) to be reimbursed on actual basis.

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Description of Services: Hiring of 01 (one) no. AC Diesel driven (MUV/ MPV/ SUV) (e.g. Bolero-Neo/Scorpio/Sumo or equivalent recent version) for RE field work, DVC Panchet , Dhanbad for normal duty (9 Hrs.) per day for a period of two (02) years through GeM Portal.

Scope of The Work

Name of the work: **Hiring of 01 (one) no. AC Diesel driven (MUV/ MPV/ SUV) (e.g. Bolero-Neo/Scorpio/Sumo or equivalent recent version) for RE field work, DVC Panchet, Dhanbad for normal duty (9 Hrs.) per day for a period of two (02) years. through GeM Portal.**

- Hiring of 01 (one) no. AC Diesel driven (MUV/ MPV/ SUV (e.g. Bolero-Neo/Scorpio/Sumo or equivalent recent version) for RE field work, DVC Panchet, Dhanbad
- Normal duty hours of the vehicle on each day: 9 (nine) hours.
- Minimum kilometre of run required by the vehicle per month: 1500 kms.

- 4) Maximum kilometer of run required by the vehicle per month: 2500 kms.
- 5) Maximum expected hour of stay beyond the normal duty 9 hour in one month: 40 Hrs.

OTHER TERMS & CONDITIONS

1 In case of major breakdown or withdrawal of the vehicle from service by the contractor or any reason whatsoever, the contractor shall immediately provide similar vehicle duly approved by the Head of Project, DVC, Panchet (RE). Withdrawal of the vehicle by contractor shall be done with prior approval of the said official only against the replacement by similar substitute. For servicing of vehicle, a free time of maximum twenty-four hours will be allowed once in every complete month during daytime. The choice of such period for servicing shall be that of the DVC officials against sufficient notice by the contractor.

The contractor shall have to produce necessary documentary evidence in support of servicing done, failing which the same will be treated as unauthorized and penalty as deemed fit to be imposed. For obtaining fitness certificate from statutory registering authority, the vehicle shall be released for one complete day for every three months without levying any penalty provided a suitable substitute vehicle is arranged. But mileage covered to and from for fitness check purpose shall not be taken into account for payment. Documentary evidence of such certificate obtained shall be furnished; otherwise it will be treated as unauthorized absence.

The odometer of the vehicle shall be perfectly in order and in case of defect the same shall be immediately repaired / rectified at the contractor's cost. For the period the odometer is not in order and K M run is not recorded in the Log Book, payment shall not be made.

2. The vehicle may be sent for out station duty, if required, as per instruction / advice of the Head of Project, DVC, Panchet (RE) for carrying out emergency official work both in Jharkhand & West Bengal. The driver will have to make arrangement for the vehicle and his own accommodation, food & lodging etc. at his own cost.

3. The vehicle shall be engaged only for official duty of the Concerned Section as described in SCOPE OF WORK, during the engagement days of contract period and shall not be used by the contractor on other days for any other purpose except with specific approval of the Authority.

4. Employment of Drivers/Helpers/Conductors/Supervisory Staff in connection with the services of vehicle is entirely the responsibility of the Contractor, and DVC Authority is in no way related / responsible for their employment/employability or any other claim thereof. The owner of the vehicles shall abide by all sorts of labour laws as applicable from time to time.

The contractor of the vehicle will be responsible for safe traveling of the concerned passengers. Safety, punctuality and their comfort are the essence of the contract.

5. All taxes, duties, insurance premium, permits applicable as per law or to be levied in future during the contractual period in respect of vehicle shall have to be borne by the contractor and is required to furnish up-to-date documents of such payment during the period of contract to the Head of Project, DVC, Panchet (RE) for verification.

6. The Contractor shall place the vehicle along with Driver (s) and Conductor (s) (if required) of the vehicle at the disposal of the Concerned Authority for deployment of different duties according to the requirements as mentioned in the "SCOPE OF WORK".

7. The contractor shall have to comply with the statutory provisions applicable in respect of providing commercial vehicle on hiring basis. The contractor shall bear all charges for running the vehicle and all remuneration.

eration and facilities of Operators/Supervisory Staff etc. involved with the vehicle services.

8. Contractor also must produce valid permit (s), Road Tax, Registration of vehicle, fitness certificate in respect of the vehicle with comprehensive insurance and Pollution Clearance Certificate after obtaining the same to the Head of Project, DVC, Panchet (RE) for verification. Contractor should renew the Insurance Policy, Pollution Clearance Certificate and other required documents of the jeep throughout the tenure of the contract.

9. All suits arising out of this NIT, if any, are subject to the jurisdiction in the city of Kolkata in India and no other court.

10. It is the obligation of the contractor to comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to the agreement from time to time.

11. The vehicle will be inspected frequently by the DVC Authorities.

12. The contractor shall not pay less than minimum wages to the workers under the Minimum Wages Act and the Govt. rules made there under subject to revision from time to time. Also the copies of the payment voucher on the above should be produced in every month during the period of contract to the Head of Project, DVC, Panchet (RE) authority for verification.

13. No separate rates for engagement of the vehicle on Sundays and Holidays will be admissible. The payment to the driver for engagement on Sundays / Holidays as per Statutory Regulations will be owner's (contractor's) account without any reflection in the contract value.

14. Driver(s) engaged must possess valid Public Service Driving License for Public service/commercial vehicles. Driver(s) should be well trained to meet the emergency situations, e.g. breakdown, accident and other eventualities. Moreover, the Driver engaged must be Obedient and responsible enough to discharge the duty properly, failing of which the contractor has to replace him immediately if any unfavourable report is reported against him.

15. Starting point for the purpose of calculation of run of the vehicle in Kilometre for the payment of Running Charges will be from the reporting point as per direction of the Head of Project, DVC, Panchet (RE).

In case of absence of regular driver, one standby driver must be made available. The standby driver must possess valid gate pass / driving license etc.

16. Reporting point of the vehicle will be at the office of The Head of Project, DVC, Panchet (RE) as per direction of Concerned Authority.

17. EPF & ESI clauses shall be applicable as per rules.

18. A set of LOG Books shall be maintained by the contractor for every calendar month, to be indicated therein, the Date, Time details, Details of journey and Mileage covered at the end of each trip duly certified by Contractor and endorsed by Head of Project, DVC, Panchet (RE). A pair of such LOG Books shall be maintained for odd and even calendar months.

19. On expiry of the contract period, the contractor must deposit all the LOG Books maintained throughout the contractual period to the Head of Project, DVC, Panchet (RE).

20. The contractor shall pay the parking charges / toll taxes wherever required and the same will be reimbursed against the documentary evidence.

21. DVC shall have no responsibility for any damage to the vehicle by destruction or otherwise for any reason whatsoever and shall have no liabilities to pay any compensation to any person including driver of the vehicle being involved in any accident or destructive activities. The contractor shall take full responsibilities on all such legal matters as per Rules. The insurance of the vehicle should be the comprehensive one and shall cover the liability in respect of passengers / Officials also.

22. DVC shall not be liable for payment of any charge / compensation in case where:

(a) Vehicle is under breakdown.

(b) Vehicle remains idle due to STRIKE or any other reason beyond the control of any authorities of Ramgarh, DVC.

23. If in the opinion of the Head of Project, DVC, Panchet (RE) the performance of the contractor is not satisfactory with respect of quality of vehicle deployed or service rendered not conforming to these terms & conditions of the contract, the corporation may terminate the contract within 7 (seven) days' notice in writing and such termination of the contract shall be final and binding upon the contractor.

24. The contract is also liable for termination by giving 3 (three) months' notice by the competent DVC authority without assigning any reason whatsoever.

25. The vehicle should have a Board marked "Govt. of India" in bold and prominent letters. These Boards should be placed before the windscreen of the respective vehicle.

26. PENALTY: -

(A) A penalty of Rs. 1500/- (Rupees One Thousand Five Hundred) only for the vehicle will be imposed on the contractor for failure to provide the vehicle for the whole day.

(B) If the Contractor deploys vehicle whose quality is not as per NIT (e.g. if registration is older than 5 years from the date of NIT) for more than 3 consecutive days in a month, no hiring charges as well as no fuel charges (running charges) i.r.o. the vehicle will be paid.

(C) During idle hours on duty, the vehicle shall be parked with driver at a location as instructed by the Head of Project, DVC, Panchet (RE). If vehicle / driver is found missing at any time during duty hours, penalty at pro-rata hourly rate of deduction to be made i.r.o. that vehicle

@ Maximum KM run X Rate per KM

Total days of month X 9

27. Maintenance of Time Route Schedule for each and every trip is the essence of the contract. The Time Schedule will be given to the successful contractor from the Concerned Authority or his authorized representative on day-to-day basis (At 4.30 P.M.) for the schedule of next day. If there is any delay on the part of the contractor in providing the vehicle for any journey or the vehicle provided by the contractor is not conforming to the quality standard mentioned in the Clause - Requirements i.r.o. of the vehicle - of Term & Conditions of contract or the driver(s) or helpers are not physically and mentally healthy condition to drive the vehicle. The Head of Project, DVC, Panchet (RE) may cancel any trip/trips or not providing the vehicle for whole day and penalty will be imposed as per the appropriate sub-clause of the PENALTY CLAUSE.

28. No charges will be paid to the Contractor for non-engagement days or run of vehicle not scheduled/directed by the Head of Project, DVC, Panchet (RE).

29. No escalation / reduction in K.M. run rates will be admitted / recovered during the period of contract except for Statutory Increase / Decrease in the price of Diesel by Govt. Oil companies (Petroleum Price Regulation Authority) during the contract period. Increase / Decrease on running cost (variable cost) will be calculated only to the extent of Diesel rate prices variation as mentioned in the NIT.

30. The Detailed Route Chart with Timings etc. will be given to the successful contractor after placement of contract. As the vehicle timings are subject to change, day to day engagement and Timing and Route Chart Schedule of the vehicle are also subjected to change and will be issued / informed to the successful contractor before the trip begins.

31. All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract (GCC) available along with NIT. Bidders are requested to go through GCC (General Conditions of Contract) of DVC 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.

32. After placement of LOA/WO mentioning specific vehicle with registration number, the vehicle is to be placed for operation within 10 days and in case of new vehicle, vehicle is to be placed within 21 days of issuance of Work Order., failing the order (LOA/WO) will be treated as cancelled and EMD deposited (if any) will stand forfeited.

33. **Pre-receipted bill** should be submitted (quadruplicate copies) to the Office of The General Manager (E), DVC, PANCHET (RE). The following documents (Xerox copy duly signed by the Contractor himself) must be furnished along with the bills:

- a) Bank Account details from bank (for e-payment).
- b) EPF Combined Challan.
- c) Compliance Form
- d) Wages sheet (Form-B)
- e) EPF Remittance Slip.
- f) ESI Challan Receipt.
- g) Online Bank Payment receipt of worker.

34. Contract Period – The contract shall remain valid for a period of 02 (two) years from the date of commencement of work.

35. Submission of documents - Scanned copies of the following documents along with bid documents shall have to be uploaded in GeM portal during submission of bid online for techno-commercial evaluation & compliance thereof.

- Copy of EPF and ESI Registration Certificate
- Document i.r.o. GST and PAN
- Letter of Bid (Form-01)
- Affidavit (Form-02)
- Copy of statutory documents like Vehicle Ownership, Commercial Registration and its related insurance, Road Tax token, Fitness Certificate and Pollution Certificate etc.
- Status of the firm i.e. Company Registration Certificate / Partnership Deed (In case of Partnership firm)/ Proprietorship (in case of sole proprietorship/ Certificate of Incorporation (in case of Private/Public limited Company).

Note: Bidders are requested to confirm quantum of GST in percentage which is included in their quoted price in Techno-Commercial Schedule (Form-06).

Bidder also needs to submit duly filled Form-1, Form-2, Form-3, Form-4, Form-5 & Form-6 or Form-7 (For new vehicle) attached with this NIT.

36. Terms and Conditions which are not specifically mentioned in the NIT shall be covered by the DVC's General Conditions of Contract – 2022 (GCC). Bidders are requested to go through the GCC available at DVC's Website https://www.dvc.gov.in/dvcwebsite_new1/. If any terms and conditions mentioned in the NIT are in contradiction to that of GCC the former shall prevail.

37. Bid splitting not applicable.

38. As per GeM, any of the MSE registered firms quoting rates within +15% of the L1 offer may be offered up to 100% of the tendered quantity provided that they are willing to match the price of L1.

39. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders without assigning any reason thereof.

40. The owner has to make payment to the driver through Bank and the same document is required to be furnished within fifth day of next month.

41. The owner has to submit requisite documents in respect of monthly wages payments through Bank (within 7th of the succeeding month) and EPF & ESI (within 15th of the succeeding month) for the driver engaged against the contract.

42. Bill Tracking System: All bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/> Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

Buyer Added Bid Specific Terms and Conditions.

i) **PRICE BASIS:**

- A. The Contract Price for **“Dry run of the vehicle”** shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor. Contract Price shown in GeM, is only for **“Charges towards Dry run of the vehicle for two years”**.
- B. The Contract Price for **“Fuel Cost & Charges for Overtime Duty”** shall be VARIABLE during the entire execution of the Contract. Fuel cost to be reimbursed on actual basis as per PV clauses mentioned at Payment Criteria under Clause No. (VI) of Buyer Added Bid Specific Terms and Conditions.

ii) **TAXES, LEVIES AND DUTIES shall be as below:**

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty, cess, fees etc.** GST will be applicable as per Govt. of INDIA Guidelines.
- (c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.

iii) **MODE OF DESPATCH & PLACE OF DESPATCH / PREMISES AREA FOR SERVICES**

Vehicle shall be required to perform duty in State of Jharkhand & West Bengal as and when required. Successful bidder will have to submit valid road permit (for State Jharkhand & West Bengal).

iv) **CONTRACT PERIOD:**

"Contract Period" for the entire work under Supply Order (s) / Work Order (s) as per scope of work with BOQ & Technical specification shall be 2 Years from date of commencement of the work.

"Date of commencement of work" shall mean the date on which the Agreement duly signed by the authorised representative of DVC (i.e. Indenting Dept.) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

v) **TRANSIT INSURANCE:** NOT APPLICABLE for instant tender.

vi) **PAYMENT TERMS:**

95% of Contract Price for Works/Service Contract against RA bills with full GST (i.e GST on total RA Bill) at actual, subject to the limit as quoted for such item after statutory deduction as applicable subject to satisfactory completion of the jobs duly certified by the Engineer-In-Charge.

Remaining 5% of each running bill as retention amount at actual, subject to the limit as quoted for such item, after completion of the contract.

- (a) **Payment Criteria** - Payments to be done on the basis of monthly RA bills as per the rate calculated below:

- i) **“Charges towards Dry Run of vehicle” i.e. charges** towards running of vehicle including Driver wages, lubricant, cost of spares, consumable, Traffic obligations and other statutory fees and charges etc.-**To be paid at actual (@ Rate per KM basis)**

At the time of issuance of contract, The RATE of Charges/Rental for “Dry Run of vehicle” *

Per KM basis* will be calculated on the basis of "Quoted price by the bidder for Maximum run of vehicle i.e. 60000 KM for two years (2500 KM per month)" & the monthly payment will be done as per actual KM run @ below CALCULATED Charges/Rental RATE *Per KM basis*.

Charges/Rental Rate for "Dry Run of vehicle" per KM basis = "e" in Rs./KM

"e" = "1 x E" / "2500"

* Quantity- Number of Vehicle: 01

* **"E": Monthly Rental without fuel & OT Inclusive of GST- for 2500 KM RUN in GEM**

ii) Monthly Running charges i.r.o. Fuel Cost (Diesel) - To be reimbursed at actual (@ per KM basis with PV clause).

At the time of issuance of contract, the rate for "Reimbursement of fuel cost (Diesel)" will be calculated on the basis of Diesel Price as on the date of opening of tender & the payment will be done as per actual KM run @ below CALCULATED rate *Per KM basis* with corresponding PV clause.

Fuel Cost (Diesel) will be reimbursed at actual in terms of the following calculation: - [(Actual Run in KM / 12) X Cost of fuel per litre (B)]

Rate for Reimbursement of fuel cost (Diesel) in Rs./KM = B in Rs./KM

"B" = Current Diesel Market price per ltr, / Mileage of vehicle (@ 12KM/Ltr.)

iii) Charges towards Overtime duty for beyond 9 Hrs. normal Duty - To be paid at actual OT Hour basis as per *Per Hour basis* with corresponding PV clause as per prevalent guidelines w.r.t rate of Overtime charges issued from time to time.

Charges for Overtime Duty for a month in Rs. Per Hour = "OT" in Rs./Hour

OT = Latest OT charges per hour rate considering the Daily Minimum Wages (central) including VDA and OT guidelines for skilled category in area "C" as per latest guidelines of DVC.

*Normal duty hours on each day: 9 (Nine) hours plus extra overtime duty hours

vii) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

For procurement up-to Rs. 1 Cr, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

For any procurement above Rs. 1 Cr, Performance security shall be furnished in the form of e-BG/Insurance Surety Bond only.

viii) AGREEMENT CLAUSE:

Contract agreement shall be executed after receipt and verification of the requisite performance security. The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in Non-judicial stamp paper for signature, incorporating all agreements between the parties for execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order 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 re-tender such defaulting Bidder will not be allowed to participate.

ix) L.D CLAUSE:

As per General Terms & Conditions of GeM.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

x) **RISK AND PURCHASE CLAUSE:**

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) **QUALITY ASSURANCE PLAN:** As per GCC

xii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:**

xiii) **PRE-DISPATCH INSPECTION:** NA

xiv) **SUB-LETTING & ASSIGNMENT:**

Subletting of the contract will be guided as detailed in the Clause No.-23 of DVC's General Conditions of Contract (GCC) & Debarment Policy of DVC.

xv) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

-CONSIGNEE As per GEM.

-ENGINEER-IN- CHARGE: DVC Panchet (RE)

xvi) **PAYING AUTHORITY:**

The General Manager (Finance), Unified Finance Office, DVC, Mejia.

Bill / Invoice to be submitted by the supplier/Service provider to CONSIGNEE/ ENGINEER-IN- CHARGE along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

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xvii) **Price Break UP: Price break-up submitted by L-1 bidder shall be part of the contract.**

xviii) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/Detail> guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT. (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.

xix) **GOVERNING LAWS:**

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.

xx) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxi) **Bidders are requested to go through Bid document comprising following documents before submission of offers in GeM Portal.**

- a) **GeM's Bid Document.**
- b) **Buyer Added Bid Specific Terms and Conditions.**
- c) **Buyer Added Bid Specific ATC.**
 1. **Vol-I:** Invitation for Bids (IFB)
 2. **Vol-II:** Instructions to Bidders (ITB)
 3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy
 4. **Vol-IV:** Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions & etc.
 5. **Vol-V:** Bid Forms and Procedures (BFP)
- d) **GeM's General Terms and Conditions.**

NOTE:

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall all supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB), Vol-IV: Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. **(copy of GCC attached in Buyer Added Bid Specific SLA below-click on the link to download the file).**
2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xxii) **Scope of Work & Vehicle Specification is attached above** in "Vol-IV of Buyer Added Bid Specific ATC" Document.

xxiii) **Special Conditions of Contract is attached above** in "Vol-IV- Section-III of Buyer Added Bid Specific ATC" Document.

xxiv) **Submission of Documents:** List of documents to be submitted is given "Vol-I" Invitation for Bids (IFB)- Qualifying Requirement related, "Vol-II" Instructions To Bidders (ITB)" & As per formats given in "Vol-V: Bid Forms and Procedures (BFP)" of Buyer Added Bid Specific ATC" Document.

Please click on the below given link to open "Buyer Added Bid Specific ATC" Document.

xxv) **Exemption in eligibility criteria for start-up vendors / MSE vendors will be guided by the Clause 3 (C) & (D) of QR of IFB (In detail -as per attached Buyer added bid specific ATC document below).**

Few key points are given below: The Start-up/MSE Vendor should have experience of having successfully executed atleast one similar work of any value in any legal entity in India during the last 07 (seven) years from the date of originally scheduled date of bid opening.

xxvii) **Life of hired Cars:** The registration date of the vehicle shall be such that any point of execution of contract the vehicle shall not be more than 5 years old from the date of registration, considering the road safety and environment aspects.

4. 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 कार्यवाई 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---