बिड संख्या/Bid Number: GEM/2026/B/8058138

दिनांक /Dated: 28-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-10-2026 15:00:00
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: souvik.mondal@dvc.gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Maintenance Contract (Non comprehensive) of SDH Equipment NPT 1030, Network Management System (NMS) and Repairing of Faulty Cards during AMC Period, in DVC for 1 Year
समान श्रेणी/Similar Category	• Repair, Maintenance and Installation of Plant/ Systems/Equipments
अनुबंध अवधि /Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and 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	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 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)**	3039000
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

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 as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. 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.
5. **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.
6. 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.
7. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1789804180.pdf

Payment Terms:1789804186.pdf

GEM Availability Report (GAR):1789804191.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1789804200.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-10-2026 14:00:00	As per MS Teams link provided in ATC

Custom Bid For Services - Annual Maintenance Contract (Non Comprehensive) Of SDH Equipment NPT 1030, Network Management System (NMS) And Repairing Of Faulty Cards During AMC Period, In DVC For 1 Year (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Maintenance Contract (Non comprehensive) of SDH Equipment NPT 1030, Network Management System (NMS) and Repairing of Faulty Cards during AMC Period, in DVC for 1 Year
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

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Manoj Kumar	828206,Office of the Chief Engineer & Project Head, Damodar Valley Corporation, Panchet Dam, District-Dhanbad- 828206	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 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 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

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   Description of Services: Annual Maintenance Contract (Non comprehensive) of SDH Equipmen t NPT 1030, Network Management System (NMS) and Repairing of Faulty Cards during AMC Perio d, in DVC for 1 Year**.**

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Buyer Added Bid Specific Terms and Conditions

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i) **PRICE BASIS:**

The Contract Price shall be FIRM & FIXED during the entire execution of th e Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & t he Contractor.

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

(a) Except as otherwise specifically provided in the Contract, the Contractor shall bear a nd 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 auth orities in connection with the Facilities in and outside of the country where the Site is l

ocated.

(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 pe 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**

Material shall be required to be supplied and AMC shall be done in State of Jharkhand as and when required.

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 365 days 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:**

A) TERMS OF PAYMENT:

1. Payment shall be made after fulfilling all the following conditions by the Bidder:

(i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.

(ii) Submission towards Performance Security in respect of the Contract as per clause no. (VI) of ATC.

2. The payment terms shall be as below:

(i) 95% of the contract price for work/service contract against RA bills with GST at actual, subject to the limit of quoted for such item. This also includes initial advance, if any. Remaining 5% with GST at actual, subject to the limit as quoted for such item, after completion of the contract. Payment will be made, subject to the acceptance of SDPG and subsequently, execution of Agreement between the DVC and the successful contractor. All payments to the vendors will be released through RTGS/NEFT only.

Note: (a) The basis for the pro-rata payment for (i) above shall be done through BOQ on mutually discussed & agreed basis commensurate with sequential progress of work of the entire package.

(b) For the purpose of payment the agency shall submit QUARTERLY BILL (Every Three Months) to the Engineer-in-Charge of DVC. DVC shall make payment of running account of bill every quarter as per payment terms of the Work Order.

(c) Note: The contractor will submit quarterly bill in triplicate along with the detailed entries made in the register to the Engineer - In - Charge, DVC for certification of the bill towards pa

yment action.

(d) GST as applicable will be charged separately in the said bill as per GOI norms.

(e) Actual payment of the Workers & Supervisors shall be made by the agency as per prevaili ng norms. The agency shall at its own cost comply with the provisions of all laws, rules, order s and regulations and notifications whether Central or State or Local if applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations are the follo wing: i. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there un der from time to time;ii. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, O rders and Notification made there under; iii. The Industrial Disputes Act, 1947 with Rules, Or ders and Notifications issued there under from time to time; iv. The Workmen's Compensatio n Act, 1923 with Rules, Orders and Notifications there under issued from time to time; v:-The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from t ime to time; vi. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time; vii. The Employees' Provident Fund and Miscellaneous Provisi ons Act, 1952 with Rules, Orders and Notifications issued there under from time to time; viii. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there u nder from time to time. ix. All other Acts/Rules/Regulations, Bye-laws, Order, Notifications et c. already in vogue or may be enacted in future by the legislation or present or future Applic able to the Party of the Second Part from time to time for performing the aforesaid services. The agency shall produce the requisite Compliance report to DVC from time to time or as pre scribed in the above mentioned law

B) PAYMENT PROCEDURES:

The Procedures to be followed in making application for, certifying and making payments sh all be as follows:

1. Payment Schedule

1.1 Running bills (RA Bills) on the basis of periodic measurement shall be submitted by the Contractor to the concerned Engineer-in-Charge of DVC, who shall, after necessary checking, forward the same to the Accounts Officer for arranging payment.

2. Due Dates for Payment

Employer will make progressive payment as and when the payment is due as per the Terms of Payment. Progressive payment will become due and payable by the concerned Engineer-i n-Charge of DVC within fifteen (15) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respective payment etc.

3. Mode of Payment

The payments shall be made direct to the Contractor by the Employer and no L/C shall be es tablished by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall imme diately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the b idder on account of any error in the information or change in Bank details provided to the e mployer in the prescribed form without information to employer duly acknowledged.

4. GST shall be reimbursed/ paid extra at actual as per prevailing rate limited to as quoted a gainst submission of documentary evidence. The prevailing rate of GST shall be verified from relevant Govt. of India portal.

5. IT & other taxes, as applicable will be deducted from the bill as per rule

vii) EPF & ESI:

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· EPF & ESI clauses shall be applicable as per Govt. rules.

· However, the contractor has to obtain EPF & ESI clearance from DVC on quarterly basis. For obtaining EP F & ESI clearance for all the preceding three months, the contractor has to submit a letter to ‘’The Sr. Man ager/Divisional Inchage, GOMD-III, DVC, Jamshedpur’’ with the following documents as enclosure within 15t h day of succeeding month.

a. Attendance Sheet jointly signed by DVC & Contractor’s representative on daily basis.
b. EPF Combined Challan.
c. EPF Remittance Slip.
d. ESI Challan
e. Wages Sheet / Muster rolls.
f. Bank payment receipt of worker
g. Compliance form(format will be provided by DVC)

viii) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

For procurement up-to Rs. 1 Cr, security deposit shall be recovered as Pro-rata deduction @ 3% fro m 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.

ix) AGREEMENT CLAUSE:

Contract agreement shall be executed after receipt and verification of the requisite perfor mance 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/Contracto r/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agree ment (wherever applicable) to the Supplier for finalization of the Contract Agreement in N on-judicial stamp paper for signature, incorporating all agreements between the parties fo r execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge an d 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/Cont ractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (whereve r applicable) and shall short close the Contract and retender and in this re-tender such de faulting Bidder will not be allowed to participate.

x) 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 ori ginal/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to ded uct/recover the Liquidated Damages for the delay, unless covered under Force Majeure c onditions 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.

xi) **RISK AND PURCHASE CLAUSE:**
As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Documen t.

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

xiii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:** The Contractor shall provide a Guarantee/Warranty period of six (06) months for the repaired cards, commencing from the date of testing and acceptance of the repaired cards by the Engineer-in Charge..

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

xv) **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.

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

-CONSIGNEE As per GEM.

-ENGINEER-IN- CHARGE: DVC Maithon

xvii) **PAYING AUTHORITY:**

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

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

DVC GST NO.:20AABCD0541M1Z5 for Jharkhand

xviii) **Penalty clause:** In case of non-deployment of qualified staff for carrying out this maint enance contract/ absence of contractor Engineer without any permission, additional penal ty of Rs 1000/- per day will be deducted by DVC from the amount due to contractor under this contract**.**

However, the overall penalty shall be restricted to 10% of total contract price. Penalty to be recovered shall be calculated for total contract price and shall be restricted to 10% m aximum of cumulative total of contract price.

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

xx) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be pro cessed through DVC Portal with following link https://application.dvc.gov.in/Vendor/Detail ed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking a re available in the DVC portal under PROCUREMENT. (under PROCEREMENT tab of DVC ho mepage https://www.dvc.gov.in/).

The Vendors on award of contract need to register themselves & submit their contract rel ated 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 docume nts in hardcopy.

xxi) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in Ind ia. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

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

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

xxiii) **Bidders are requested to go through Bid document comprising following of do cuments 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 applicabl e) 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 applicabl e) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** sh 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: I nstructions to Bidders (ITB) , Vol-IV:** Scope of Work, SCC, Technical Specification, Dr awing , QAP (if applicable) and Other Terms & Conditions and **Vol-V: Bid Forms and Pr ocedures (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 mention ed in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the Gener al Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM sh all prevail over General Conditions of Contract (GCC) of DVC.

xxiv) **Scope of Work is attached above** in "Vol-IV of Buyer Added Bid Specific ATC" Docum ent.

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

xxvi) **Submission of Documents:** List of documents to be submitted is given at Page no. 04 to 07 of "Vol-I" Invitation for Bids (IFB)- Qualifying Requirement related, Page no. 13 & 15 of "Vol-II" Instructions To Bidders (ITB)" & As per formats given in "Vol-V: Bid Forms and P rocedures (BFP)" of Buyer Added Bid Specific ATC" Document.

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

xxvii) **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 s pecific ATC document below).**

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

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---