

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-10-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-10-2025 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
वस्तु श्रेणी /Item Category	Handling ,Transport and Other Mining Services - Percentage quote based - Ash Transportation
अनुबंध अवधि /Contract Period	1 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 Exemption for Turnover	Yes   Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1470559387
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	13955213

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लभार्थी /Beneficiary :**

DVC

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power  
(Damodar Valley Corporation)

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
---	-----

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

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**Price Breakup - [1758258925.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Any Other Documents and Requirement to be mentioned by Buyer:**[1758259051.pdf](#)**Scope of Work:**[1758259095.pdf](#)**Terms and Conditions to be mentioned by Buyer for bidders to participate:**[1759469602.pdf](#)**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-10-2025 12:00:00	<a href="https://teams.microsoft.com/l/meetup-join/19:meeting_MjNmM2RmYWYtNDM1MS00YmU3LWlwODEtYzVkOGQ2ZTcyODVi@thread.v2/0?context={\" tid\":\"cf94827a-bc3d-4b63-8feb-432960d2d81b\",\"oid\":\"33032f5e-7c97-4ee4-969a-61c65cdf983f\"}"="">https://teams.microsoft.com/l/meetup-join/19:meeting_MjNmM2RmYWYtNDM1MS00YmU3LWlwODEtYzVkOGQ2ZTcyODVi@thread.v2/0?context={\"Tid\":\"cf94827a-bc3d-4b63-8feb-432960d2d81b\",\"Oid\":\"33032f5e-7c97-4ee4-969a-61c65cdf983f\"}</a>

**Handling ,Transport And Other Mining Services - Percentage Quote Based - Ash Transportation ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
SOR Items	Ash Transportation
<b>एडऑन /Addon(s)</b>	

**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 / Project based (to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajesh Kumar Pandey	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	<ul style="list-style-type: none"><li>Base Value in INR (inclusive of all taxes) : 1470559387</li></ul>

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

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

quantity or duration

## 2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 3. Buyer Added Bid Specific ATC

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

## 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. PRICE BASIS:

The Contract Price 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) & Bidder.

However, variation in the price of diesel during the currency of the contract shall be compensated / accounted for as per the following diesel price variation clause.

The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period as per the escalation formula given below:

In the event of price of diesel is increased or decreased by a competent authority after the date of opening of tender but during the period of contract including period of extension, if any, the formula given below shall be applicable and binding.

$$I = \frac{(D \times 2)}{d} \times \frac{(P1 - P0)}{c}$$

I = Increase or decrease in transport rate per MT.

D = Actual distance of the Mejia Thermal Power Station ash ponds to the designated disposal area.

d = Average run per litre of diesel by the vehicle which will be taken as 2.50 km.

P1= Price of diesel per litre on different date.

P0 = Price of diesel per litre on the date of opening the tender. (Techno-commercial Bid).

c = Average carrying capacity of a dumper / truck or Total weight in MT of ash evacuated in previous one month before the date of change in the price of diesel divided by number of corresponding trips of the dumpers/trucks during the same month.

**NOTE:** Diesel escalation/de-escalation will only be considered for vehicle (dumper / truck) engaged for ash transportation work. Working of no other machinery run on diesel like pay loaders/excavators/dozer/generator, pumps etc. engaged for the work will be considered in the escalation and no claims/disputes whatsoever shall be entertained /accepted.

## 2. **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 and all other services to be done by the Contractor as per the NIT specifications and also taxes, duties, cess & levies as may be applicable on the materials used for the works shall be to the contractor's account & included in the Contract Price.
- (c) **The Contract price shall be inclusive of all taxes, duties, levies, royalty, cess, fees etc. including applicable GST, excluding applicable toll, if any.** Toll, if any, will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.

**GST @ 5% will be paid by DVC for ash transportation work & loading of Ash on FCM/R CM basis subject to issuance of consignment note by the transporters and 18% GST for other works in BOQ & toll if applicable, will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.**

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.

- (d) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

### **3. PAYMENT TERMS:**

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

- (i) Acceptance of Letter of Award (LOA) and submission of an unconditional Bank Guarantee towards Performance Security in respect of the Contract as per clause no. (XI) of SCC of NIT.
- (ii) Signing of the Contract Agreement.

#### **2. The payment terms shall be as below:**

- (i) Ninety Five percent (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 on certification by the concerned Engineer-in-Charge of DVC for the work done.
- (ii) Remaining five percent (5%) of each running bill as retention amount at actual, subject to the limit as quoted for such item, on successful Completion of entire scope of work as per the Contract and its Certification by the concerned Engineer-in-Charge of DVC.

**Note:** 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.

### **4. 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.

### **5. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, in the prescribed form by the specified date. ["generally, 14 days after issuance of PO/LOA for Goods/Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable. Performance security should be for an amount equivalent to 3% (Three percent) of the ordered value in one of the following forms

- Ø Insurance Surety Bonds,
- Ø account payee demand draft,
- Ø fixed deposit receipt from a commercial bank,
- Ø bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India. The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. Or
- Ø online payment in an acceptable form, safeguarding DVC's interest in all respects

"Unconditional Bank Guarantee is to be as per the GeM format issued from any commercial bank in India (as per the list provided in Form10, VOL-VI of this NIT) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including

ng Defect Liability Period (DLP)/ warranty period, as applicable [i.e the entire contract period (12 months) plus 60 days/ 02 months]. In case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of L/OA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.

Performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP) / warranty period, as applicable.

Before final payment or before release of the performance bank guarantee, a 'No Claim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an acknowledgement should be provided by the contractor after release of bank guarantee.

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor /Supplier/Service provider.

The BG/BG Ext. advice will be accepted only on receipt of SFMS confirmation email from our Advising banks [PUNJAB NATIONAL BANK Manicktala, Kolkata, IFSC Code: PUNB0008220].

Other terms & condition of Security Deposit-Cum-Performance Guarantee as notwithstanding in tender document shall be as per GTC & General Conditions of Contract (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

Bid Security/ Performance Security/ BG in the form of Electronic Bank Guarantee (eBG) from any Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI) will be accepted on immediate basis.

The customer/vendor is requested to take 'Input for Issuing eBG Form' provided in GeM ATC and approach the bank for issuing eBG.

#### **6. VALIDITY OF CONTRACT:**

Empanelment shall be valid for one year from the date of its formation.

#### **7. DELIVERY / COMPLETION PERIOD:**

The period of execution for the individual Supply Order/ Work Order to be placed under the Rate Contract shall be ascertained on pro-rata basis in respect of Max. awarded contract value. However, completion period shall not exceed validity of the contract.

The Contract start date shall be notified to the Contractor and the Contractor shall mobilize their manpower, machineries etc. within 14(fourteen) days from the date of issuance of Work Order/ Supply Order.

"Completion of the Facilities" for the entire work under Supply Order (s) / Work Order (s) as per scope of work with BOQ & Technical specification shall be completed within the time allotted in Supply Order/Work Order from Start of Work date issued by the Power Station.

#### **8. L.D CLAUSE:**

- a) The Contractor shall commence work on the Facilities as per Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

**As per GeM GTC-** 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 d

educt/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions, @ 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.

In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

- b) Alternatively, the Purchaser reserves the right to purchase / outsourced the material / spares / equipment / works / 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 material/ works/service by the above procedure.
- c) Alternatively, the Purchaser may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.
- d) In the event of recourse to alternative (b) and (c) above, the Purchaser will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/equipment/works/service are similar or not.

#### **9. PENALTY CLAUSE:**

-

The rate of evacuation, transportation and disposal of ash not less than pro-rata W.O quantity per month should be maintained without fail subject to there is no hindrance in ash pond/disposal site or in the transportation route and favorable weather. In case of stoppage/slow progress of work, the shortfall should be compensated by providing additional men and machineries in the subsequent months. However, total ash evacuation, transportation and disposal of 100% of total W.O quantity should be completed by the time allotted in Work Order.

If the rate of evacuation of ash is less than pro-rata W.O quantity per month penalty will be imposed on less execution from the part of the agency.

Penalty for shortfall quantity on ash transportation shall be 5% of the transportation value per month on shortfall quantity with respect to quantity assigned to the transporter by the Engineer-in-charge, if the reason of the shortfall is attributable to the agency.

For example,

Say Cost of transportation (Rs. /Ton/Km) = X

Average distance of the slab = Y Km

Shortfall quantity per month = Z Ton

Then, Cost of transportation of shortfall quantity = Rs. X\*Y\*Z

So, Penalty = 5% of Rs. X\*Y\*Z.

#### **10. SUB-LETTING & ASSIGNMENT:**

- NOT APPLICABLE for instant tender.

#### **11. DEBARMENT OF FIRMS FROM BIDDING shall be guided as per clause no. 27(a) under OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC**

-

#### **12. CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM:**

-

In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same a st



standard evaluation format has been framed & enclosed under 27(b) under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC. The Engineer In charge will fill in the details as per above format, which is to be signed by the authorized representative of the Contractor (owner/proprietor/site in charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system.

In case Performance Rating obtained above is 'Unsatisfactory', in a single contract in two consecutive billing cycles, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

### **13. INSURANCE:**

The Contractor shall at his own expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies.

### **14. AGREEMENT CLAUSE:**

Contracts shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC 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 agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

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. 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 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.

### **15. TERMINATION:**

Termination shall be guided as per clause no. 24 under OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC.

### **16. SPLITTING OF CONTRACT:**

**DVC reserves the right to split the quantity equally among three Service providers (subject to price match with L1).**

For this purpose, the evaluated L2 and L3 bidder shall be requested to match their total quoted amount with L1 total quoted amount along with all the terms and conditions of GeM Bid. After obtaining the favourable consent from evaluated L2 and L3 bidder, quantity to be executed shall be split up equally among the L1, L2 and L3 bidders. In the event of L2 or L3 bidder doesn't agree to match the L1 quoted amount, possibilities shall be explored with L4, L5 and so on as the case may be in serial in an attempt to finalise the tender. **In case no bidder agrees to match the L1 offer amount, placement of order to execute the total quantity shall be placed on L1 or retender for balance quantity is to be decided solely by DVC.**

**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, Technical Specification and Other Terms & Conditions, Vol-V: Special Conditions of Contract (SCC), Vol-VI: Bid Forms & Procedures (BFP) shall 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 and Conditions and all other terms & conditions of Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB), Vol-IV : Scope of Work, Technical Specification and Other Terms & Conditions, Vol-V: Special Conditions of Contract (SCC), Vol-VI: Bid Forms & Procedures (BFP) shall prevail over

er those in the DVC's GCC.

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. 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.

## अस्वीकरण/Disclaimer

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

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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---