

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-05-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
क्रेता ईमेल/Buyer Email	ritesh.mandal@dvc.gov.in
Item Category/मद केटेगरी	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - MUV; Hiring of One Nos Diesel driven AC high roof Ambulance Tata Winger equivalent for round the clock 24 hrs shift duty for two 02 years for B P Neogi Hospital Maithon; AS per Bid QR QUALIFY..
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1561969.44
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
EMD Amount/ईएमडी राशि	45123

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।

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

Beneficiary/लाभार्थी :

SENIOR ADDL CHIEF ACCOUNTS OFFICES
Damodar Valley Corporation, Maithon (Under Ministry of Power)
(Seneior Addl Chief Account Offices)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work:[1743057868.pdf](#)

Payment terms:[1744013971.pdf](#)

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - MUV; Hiring Of One Nos Diesel Driven AC High Roof Ambulance Tata Winger Equivalent For Round The Clock 24 Hrs Shift Duty For Two 02 Years For B P Neogi Hospital Maithon; AS Per Bid QR QUALIFY.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	MUV
Type of car	Hiring of One Nos Diesel driven AC high roof Ambulance Tata Winger equivalent for round the clock 24 hrs shift duty for two 02 years for B P Neogi Hospital Maithon
Year of Vehicle Model	AS per Bid QR QUALIFYING REQUIREMENT
Vintage in KM	New vehicle or old vehicle upto 05 years from the date of BID NIT
Air Conditioning	A/C

Specification	Values
Engagement Hours per Day	09 hours daily plus excess run extra hours beyond normal duty hours if required with 02 Numbers of Driver to be deployed
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
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Sabitesh Mullick	828207,Damodar Valley Corporation, Post Office- Maithon Dam, Dist. Dhanbad	1	<ul style="list-style-type: none"> Estimated KMs to be traveled in a month : 1800 Duration in Months within the Contract Period : 24

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

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. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

"DVC A/CS OFF ELECT"

Account No.

DVC's A/C No: 1494050010002

IFSC Code

RTGS (IFSC) Code: PUNB0149420 (0 stands for Zero);
Bank Name
Name of Banker: PUNJAB NATIONAL BANK
Branch address
DVC CAMPUS, MAITHAN DAM Branch , MAITHAN DAM-828207, Dist-Dhanbad, JHARKHAND

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Senior Addl Chief Accounts Officer, Maithon, DVC
payable at
Maithon

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

"DVC A/CS OFF ELECT"

Account No.

DVC's A/C No: 1494050010002

IFSC Code

RTGS (IFSC) Code: PUNB0149420 (0 stands for Zero);

Bank Name

Name of Banker: PUNJAB NATIONAL BANK

Branch address

DVC CAMPUS, MAITHAN DAM Branch , MAITHAN DAM-828207, Dist-Dhanbad, JHARKHAND

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Vehicle Hiring Service - Without Fuel

Description of Services: Hiring of One Nos. Diesel driven AC high roof Ambulance (Tata Winger/ equivalent) for round the clock 24 hrs shift duty for two (02) years, for B P Neogi Hospital , Maithon.

Scope of Work

1. The prospective contractor will provide complete service arrangement of One Nos. Diesel driven AC high roof Ambulance (Tata Winger/Force Traveller or equivalent) including drivers for round the clock 24 hrs shift duty for period of Two (02) years, at B P Neogi Hospital, Maithon as per terms & conditions of contract.
2. The vehicle will remain under administrative control of GM (Health Services), B P Neogi Hospital or his representative.
3. **No. of Driver to be deployed- 02 (two) No.**
4. **Normal duty hours on each day: 09 hours daily plus excess run/ extra hours beyond normal duty hours if required with 02 Numbers of Driver to be deployed**
5. Maximum expected hours of stay beyond normal duty hours, 06 hrs per day.

6. Maximum days of engagement of vehicle per month: 30/31 days per month (as applicable for the month).
7. Maximum/ Average kilometer of run required by the vehicle per month: 1800 kms per month. (i.e. total 43200 KM for 2 years).
8. Minimum kilometer of run required by the vehicle per month: 1200 kms. Guaranteed payment against minimum guaranteed KM run of 1200 km per month. The minimum Guaranteed run shall be considered on yearly but not on monthly basis.
9. Mileage of vehicle will be taken @ 12 KM/Ltr.
10. Charges for lubricant, cost of spares, consumables, traffic obligations and other statutory fees and charges etc. if any INCLUDING expenditure on Driver BUT EXCLUDING COST OF FUEL & OT (if applicable) has been taken as an integral part of Dry Run Charges.
11. The vehicle shall be required to perform round the clock duty in B P Neogi Hospital, Maithon and may have to go to Jharkhand, West Bengal & Bihar as and when required. The contractor shall have valid road permit (Jharkhand, West Bengal & Bihar).
12. In case of breakdown or withdrawal of vehicle for servicing/maintenance etc, the contractor shall immediately provide a suitable substitute vehicle with due prior approval of officer-in-charge. Withdrawal of vehicle without prior approval of the officer-in-charge will be treated as unauthorized absence. Penalty will be imposed as per DVC rules on unauthorized absent.
13. Procurement of fuel, lubricants, spares etc will be arranged by the contractor on his own cost. Maintenance of vehicle with spares and materials, routine checkup, repairs, servicing, overhauling, payment of wages to the driver including statutory compliance of provisions under EPF act etc, costs related to statutory laws of GOVT, road permit of the vehicle, for journey anywhere in Jharkhand, West Bengal and Bihar, remuneration of drivers as per extant rules as applicable, will also come under contractor's liabilities/ scope of contractor.

Ambulance Specification

1. The vehicle should be a Type B Road Ambulance/Patient transport vehicle or above
2. It shall comply with homologation (statutory) requirements given in standards notified under Central Motor Vehicles Rules 1989 and National ambulance code.
3. Seating capacity: Patient + 6 (including driver)
4. It should be equipped with such type of Patient handling equipment: (a) Trolley stretcher with collapsible wheels-1, (b) Transfer mattress-1, (c) PPE kit, (d) Infusion mounting, (e) Bedding equipment-1, (f) Blanket-2, (g) Non glass urine bottle, (h) BP instrument & Stethoscope
5. It should have a Public Addressing System installed and functioning.
6. Fire extinguisher ABC type should be fixed properly & operative.
7. For recognition and visibility, vehicle should follow Ambulance Conspicuity Code for vehicle color, Symbols, Marking & Striping for conspicuity, Emblems, warning lights, sirens & Basic protective clothing of ambulance personnel, including high visibility reflective jacket
8. Oxygen cylinder B type with flowmeter & humidifier properly installed & fixed
9. It should have a First aid box & safety gloves
10. It should have warning triangle lights
11. Fuel: Diesel driven
12. Engine displacement: 2000 cc & above
13. Air conditioned - Yes
14. Overall height/Dimension roof: 2450 mm or above

15. Emission norms: BS VI compliant
16. There should be a Reverse horn.
17. Make & model: TATA WINGER Ambulance / Force Traveller Ambulance or equivalent.
18. The vehicle should have Branding of "AMBULANCE , B P NEOGI HOSPITAL DVC" on both "side body" of the vehicle

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 G eM, 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 & Charges for overtime duty to be reimbursed on an actual basis as per PV clauses mentioned at Payment Criteria under Clause No. (v) 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. on FOR-Basis.**
GST will be applicable as per Govt. of INDIA Guidelines. **In case of Ambulance Services, Service Provided by way of transportation of a patient in an ambulance, are exempted under GST Act.**
- (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 & Bihar as and when required. Successful bidder will have to submit valid road permit (for State Jharkhand, West Bengal & Bihar).

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 730 days from date of commencement of the work.

"Date of commencement of the work" shall mean the date on which this Agreement shall come into force.

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)**

Note: Guaranteed payment towards minimum run of 1200 KM shall be made @ e= “Per km rate”

Minimum run shall be checked for after adding up the monthly actual runs over a period of one year, i.e. 14400 km shall be the yearly minimum guaranteed run .

Guaranteed payment for minimum run shall NOT be on single monthly period basis, and even though guaranteed payment(s) for monthly minimum run for 1200 km is made in any month / months, it / they shall be adjusted towards the end of one year period for the yearly minimum guaranteed run in the manner as stated above.

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

“e” = “1 x E” / “1800”

* Quantity- Number of Vehicle: 01

* **“E”**: Monthly Rental without fuel & OT Inclusive of GST- for 1800 KM RUN

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

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 formula mentioned below *Per Hour basis* with corresponding PV clause.**

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

OT = Latest Daily Minimum Wages (central) including VDA for skilled category in area “C” / 09

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

vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for satisfactory execution of the order for an amount equivalent to **03% of the *Letter of Award (LOA)/ Work Order (WO)/Purchase Order value** in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, **bank guarantee (BG)/e-BG issued/ confirmed from any of the commercial bank** in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

*LOA/WO/PO value on which security deposit to be furnished is the Total contract value which includes the “ **“Charges towards Dry run of the vehicle for two years” i.e. as per GeM contract value + “Fuel Cost for two years” @ Diesel price as on the date of opening of tender + “Charges towards Overtime duty for two years” @ Daily Minimum Wages (central) including VDA for skilled category in area “C” as on the date of opening of tender”.**

A) In case of Performance Security in form of Bank Guarantee (BG)/eBG, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised / Scheduled Bank 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.

However, in case of delay in completion, the validity & claim of this Bank Guarantee (BG)/eBG shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

For Maithon-
Bank Name: BANK OF INDIA
Branch Name: Maithon Branch,
Account No.: "477721110000001"
IFSC Code: BKID0004777 ('0' Stands for zero).

OR

(B) In case of Performance Security in form of Demand Draft, The bidder may submit Account Payee Demand Draft in favour of "SENIOR ADDL CHIEF ACCOUNT OFFICER, Maithon, DVC", payable at "Maithon" from any Nationalized / Scheduled Commercial Bank and must be submitted in advance i.e. within 14 days of issuance of order.

OR

(C) In case of Performance Security in form of Net Banking transfer/ Online payment, The bidder may submit performance security Online to below mentioned DVC's Bank Account detail within 14 days of issuance of order. please submit payment receipt of Net Banking transfer/ Online payment.

Damodar Valley corporation -Maithon Account as mentioned below:

1. DVC's A/C Title- Beneficiary Name: "DVC A/CS OFF ELECT"
2. DVC's A/C No: 1494050010002
3. RTGS (IFSC) Code: PUNB0149420 (0 stands for Zero);
4. Name of Banker: PUNJAB NATIONAL BANK
5. Branch: DVC CAMPUS, MAITHAN DAM Branch
6. Address of Branch: MAITHAN DAM-828207, Dist-Dhanbad, JHARKHAND

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/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 retender and in this re-tender such defaulting Bidder will not be allowed to participate.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy of this Bidding Documents.

Note: Please follow the instructions given in FORM NO. 9- of ATC document : BANK GUARANTEE VERIFICATION CHECKLIST& INSTRUCTION FOR FURNISHING BANK GUARANTEE

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/revoked 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:** As per GCC.

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: GM (Health Services)/CMO/Dy. CMO, B P Neogi Hospital, DVC, Maithon, Jharkhand 828207

xvi) **PAYING AUTHORITY:**

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

Bill / Invoice to be submitted by the supplier/Service provider to GM (Health Services)/CMO/Dy. CMO, B P Neogi Hospital, Maithon, DVC 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.).

DVC GST NO.:20AABCD0541M1Z5 for Jharkhand

xvii) **PENALTY CLAUSE:**

- (A) A penalty of Rs 1,500/- (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 GM (Health Services)/CMO/Dy. CMO, B P Neogi Hospital, Maithon, DVC. If vehicle / driver is found missing at any time during duty hours, penalty at prorata hourly rate of deduction to be made i.r.o. that vehicle @ ("Dry running Charge for Maximum KM run of vehicle per month i.e.1800 KM") / ("Total days of month X 09")

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

xix) **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/Detailed> 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.

xx) **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.

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

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

xxii) **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 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.

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

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

xxv) **Submission of Documents:** List of documents to be submitted is given at Page no. 04 to 06 of "Vol-I" Invitation for Bids (IFB)- Qualifying Requirement related, Page no. 14 & 15 of "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.

6. **Buyer Added Bid Specific ATC**

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

7. Buyer Added Bid Specific SLA

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

Disclaimer/अस्वीकरण

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.

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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---