

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-05-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-05-2025 12:30:00
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	ranjitdas.dvc@nic.in
Item Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - PA System; Byte; Annual Maintenance Contract (AMC); As per SOW ,BOQ & ATC; Yes
Contract Period/अनुबंध अवधि	2 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
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	2503170.5
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	25032

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	29

(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 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।

(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 :

DAMODAR VALLEY CORPORATION

Address: Contracts and Materials, Damodar Valley Corporation, Ministry of Power, DVC TOWERS, KOLKATA-700054.

(Damodar Valley Corporation)

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

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.
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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1743613679.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1743830552.pdf](#)

Financial Breakup Required:[1743830690.pdf](#)

Product/Equipment Details:[1743832520.pdf](#)

Customized AMC/CMC For Pre-owned Products - PA System; Byte; Annual Maintenance Contract (AMC); As Per SOW ,BOQ & ATC; Yes (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Product category	PA System
Product Brand	Byte
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	As per SOW ,BOQ & ATC
Manpower Required	Yes
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	Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Partha Mukherjee	722183, Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	<ul style="list-style-type: none"> Number of months within the contract period for which service is required : 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS: - (ATC)

Subject: Annual Maintenance Contract (AMC) of PA system of U#4-8 and CHP area of U# 5-8, MTPS, DVC for TWO years.

Mode of Tendering: Through OPEN TENDER ENQUIRY

- SCOPE OF WORK: Attached under the buyer Uploaded ATC (Please see the attachment)**

1) BREAK-UP OF ESTIMATED COST / CONTRACT PRICE: The contract price shall be guided according to the following break-up in to Variable & Fixed Components.

- (a) Variable (Labour oriented) component : **87.06%** of Total contract price
(b) Fixed component : **12.94%** of Total contract price

2) PRICE BASIS: The contract price for this ARC shall be subject to adjustment during pendency of the Contract to reflect changes in the cost of unskilled labour in accordance with the procedures specified in PVC (Price Variation Clause) for labour cost as stated below:

PAYMENT TO CONTRACTOR BY DVC:-

The Price adjustment under PV Clause i.e. Additional amount payable/ receivable under PV Clause = W

$$W = W_1 - W_0$$

$$\text{Where, } W_1 = W_0 \times [F + (L_b \times L_1/L_0)]$$

W_0 : Base Contract Price as per Work Order,

W_1 : Adjusted/ Updated Contract Price for making payment,

F: Fixed Portion of the contract (F = **12.94%**)

L_b : variable (Labour) portion of the contract (L_b = **87.06%**)

L_0 : Central Minimum Wage [including all components except Night Duty Allowance (wherever applicable) for unskilled labour as per prevailing rate as applicable on the date of opening of Bid of Base period.

L_1 : Central Minimum Wage [including all components except Night Duty Allowance (wherever applicable) for unskilled labour as per prevailing rate as applicable on the month of execution of Job.

> Price Adjustment under PV clause shall be both way i.e., +ve or -ve.

Note: The contractor is required to pay the following statutory components & non-statutory components of Central wages as per the current prevailing rate as applicable (as circulated by HR deptt. Time to time) to their Workers/Supervisors engaged for execution of this contracts: -

A. Statutory Components of Central Wages: -

1. Basic,
2. VDA,
3. EPF (@ 13.00% of (Basic +VDA)),
4. ESI Contribution @3.25% is to be determined on the following components:
 1. Basic + VDA
 2. Allowance Rs.1000/26
 3. Night Shift Allowance,
5. Bonus (@ 8.33% of (Basic +VDA)),
6. Retrenchment Benefit (@ 4.92% of (Basic +VDA)),
7. Annual Leave Payment (@ 5.00% of Basic +VDA)) and

B. Non-Statutory Components of Central wages: -

1. Holiday payment (@ 3%)
2. Allowance @ Rs. 1000/26,
3. Night Duty Allowance per effective night duty (wherever applicable) (@ Rs. 25 per effective night duty) and
4. Overtime {if applicable, rate of overtime be double the rate of minimum Wages (Basic +VDA) for the period of overtime}]

Note: - The above-mentioned rates against each components are present applicable rates. The above-mentioned rates are variable and shall be as applicable as circulated by HR deptt. time to time.

3) TAXES & DUTIES: GST, as admissible, will be paid by DVC as per Govt. of India rule against submission of GST Registration Certificate.

4) PERIOD OF VALIDITY OF BID:

- (i) Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of bids. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.
- (ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

5) CONTRACT PERIOD:

The contract shall remain valid for a period of **TWENTY-FOUR (24) Months** from the date of commencement of the work by the contractor after successful mobilization.

The contract may be terminated within the contract period if performance is found unsatisfactory in the opinion of DVC, without showing any further reason.

6) SITE MOBILISATION:

Site mobilization should be done within a maximum period of two weeks from the date of intimation to start the work after placement of LOA/LOI/Work Order. Within that period, all the tools and tackles and infrastructural facilities will have to be made ready for starting the actual work as per the contract.

If the Contractor fails to mobilize the site within the above mentioned two weeks, the expenditure incurred for the period of delay in mobilization beyond two weeks towards engaging the existing Contractor or alternative agency to carry out the job during that period will be borne by the Contractor as applicable thereto. The amount thus incurred shall be realized from the running bill/ bills of the Contractor as per decision of the competent authority. No payment/advance payment towards site mobilization will be provided by DVC. In case of failure to mobilize and start the work, the EMD shall be forfeited.

No advance payment towards mobilization will be provided by DVC.

7) PAYMENT TERMS:

(a) Payment Terms for Main Works:

- (i) 95% of contract price with GST shall be made on actual executed portion of work/service against RA bill, duly certified by the Engineer-in-charge of DVC.
- (ii) Remaining 5% of contract price with GST at actual will be paid after completion of the contract.

(b) Payment Terms for Optional Works:

- (i) 95% of contract price with GST shall be made on actual executed portion of work/service against RA bill, duly certified by the Engineer-in-charge of DVC.
- (ii) Remaining 5% of contract price with GST at actual will be paid after completion of the contract.

Note for Payment:

- i. No payment will be made till acceptance of Security Deposit cum performance Guarantee and Agreement
- ii. You have to submit the bill through Vendor Bill Tracking through DVC website (<https://www.dvc.gov.in/vendor/users/login>)
- iii. Hard copy of bills in triplicate, duly pre-receipted to be submitted to Engineer in Charge.
- iv. Release of 1st Running Bill is subject to compliance of statutory condition like EPF/ ESI/ Labour License clearance by HR Deptt. and Agreement against WO/ LOA placed.
- v. For DVC MTPS GST no. shall be 19AABCD0541M1ZO

PAYMENT TO WORKMEN: Contractor shall have to make wages / salary payment to workmen within 7th of the succeeding month failing which a strict action will be taken against the defaulting contractors. Monthly salary/ wages sheet (one copy) shall have to be submitted to the HR Deptt.

8) IMPORTANT TERMS & CONDITIONS:

- (a) Invoice to be raised separately with different rates of GST.
- (b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

9) 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 of **Three (03) percent** of the value of the GeM contract in the form of Bank Guarantee (as per GeM format).

Performance security may be furnished in the form of Insurance Surety Bonds/ account payee demand draft/ fixed deposit receipt from a commercial bank (Lien to Damodar Valley Corporation)/ Bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

The Performance security submitted in the form of Bank Guarantee should be for a period of **29 months** [i.e. contract/ delivery period (24 months)]+Defect Liability Period (03 months)+ Claim Period (02 months)].

No payment whatsoever will be made till the acceptance of security deposit as the case may be as per the terms of the contract.

The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

After issuance of LOA/PO/Work Order, If required, notice shall be issued to the Contractor in the event of any delay in submission of the Performance security. Also, if need be, the submitted EMD can be invoked/forfeited as per terms of the Contract.

In case 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 the re-tender such defaulting Bidder will not be allowed to participate.

Performance Security should 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 acknowledgment 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.

Note for procurement of Consultancy & Other Services:

If the Service Provider fails to submit a performance security before the deadline defined in the Tender document, they will be suspended for the period of time specified in the tender document (maximum up to 2 years) from being eligible to submit Bids / proposals for contracts with DVC.

The said BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to DVC advisory Bank with BG advising message - 760COV. Details of DVC-HQ advising Bank are:-

DVC Head Quarter, Kolkata

PUNJAB NATIONAL BANK

Manicktala Branch, Kolkata

A/c no. 82250010682

IFSC code PUNB0008220.

Note: BG/BG Ext. advice will be accepted only **on receipt of SFMS confirmation email from the respective Advising banks.**

e-Performance Bank Guarantee(e-PBG): This must be issued from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India through the NeSL portal as per format given in bid documents and a soft copy share to Contract & Material department, DVC for further processing. Necessary details for issuance of e-performance Bank Guarantee:

- Entity Name – DAMODAR VALLEY CORPORATION
- Entity e-mail ID - sanjay.singh@dvc.gov.in, ankur.munda@dvc.gov.in
- Beneficiary Phone No – 7857903172, 9471712635
- Beneficiary PAN – AABCD0541M
- Beneficiary UIN Number - AABCD0541M

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.

10) RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender.
- d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
- g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials / equipment/ work/ services are similar or not.

11) AGREEMENT:

An agreement in DVC's prescribed format (Enclosed with the BID) shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorized representative of DVC and

authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order in case of OTE and 45 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting Bidder will not be allowed to participate.

12) LD CLAUSE: - DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 10% of the total value of the order as Liquidated Damages due to delay in completion of work attributable to the contractor.

13) LIMITATIONS OF LIABILITY: Except in cases of Criminal Negligence or willful misconduct,

- (i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

- (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

14) DEFECT LIABILITY: The contractor shall stand guaranteed against defects attributable to faulty workmanship or procedure adopted in the total work for items covered in the contract for a period of three (03) months from the date of re-commissioning of the set after completion of the mentioned work/ servicing. The guarantee covers all defects notified during this period and shall have to be attended to free of cost immediately. In case of failure to do so, DVC shall arrange to attend the defects, and the charges shall be levied to the account of the contractor and shall be recoverable from the contractor's bill/security deposit

15) TECHNICAL TERMS & CONDITIONS (Annexure-II):

- a) **Working Hours:** The normal working hrs. would be 08.30 hrs. to 17.30 hrs. (including 1 hour lunch break) for general duty and for shift, DVC Engineer In charge or his representative will decide. However, working hrs. may be stretched beyond normal working hrs. should the situation demands. In case of emergency, timing of personnel may exceed beyond 8 hours. The contractor must maintain Mobile Phone support for 24 Hrs. for communication. Apart from the normal working hours, the contractor shall have to attend any break-down or shut-down job during odd-hours on working day and Sundays / Holidays if situation arises report at site within one (01) hour.
- b) No sub vendor authorization is allowed.
- c) Within the scope of the lump sum contract, during breakdown, emergencies and for pre-planned shutdown work the contractor shall depute required manpower round the clock to attend the job if the situation demands so.
- d) To provide hassle free maintenance activities, the contractor shall ensure sufficient and requisite supporting hands at the maintenance site, failing which DVC shall have authority to complete the job departmentally or by other agencies. For this, deduction from bill will be done as may be deemed fit by DVC authority.
- e) The contractor shall maintain cleanliness of working site. Jobs will not be declared complete until all men and material including scaffolding, scraps reject, and other wastes are removed from the site. Failing to maintain the Cleanliness, DVC may engage other cleaning gang and expenditure incurred will be deducted from the bill.

- f) Contractors must arrange **their own transport** for attending day to day maintenance/failure and accident if any.
- g) Any additional operational expenses like OT payment etc., if incurred for any reason during execution of work must be borne by the contractor at his own cost.
- h) Any other requirement of activities not envisaged / covered but essentially require for successful operation of the entire system shall be in the contractor's scope without any extra cost.
- i) In case of any dispute in work related to interfacing areas instruction of the controlling officer of DVC will be final and binding on the contractor.
- j) **Execution Of Work:** The job is to be carried out strictly in adherence to the fixed schedule timing and manpower as per the instruction of controlling officer. The Engineer in Charge will be at the liberty to stagger the normal duty hours of different employees for utilization of service at any portion of day / night. The contractor will arrange for adequate replacement against any person proceeding on leave or absenting himself for any indisposition. Work is not limited to the scope of supply and work. However, whatever (extra) are required to complete the job as specified has to be completed by the contractor without any extra cost to DVC.
- k) **Completion Of Job:** The contractor will remain liable to finish all jobs satisfactorily against any item of work. After completion of the work in all respect Engineer in charge or his authorized representative will visit the site and completion of work will be declared by them.
- l) The controlling officer at his discretion may check / examine working conditions, any of the contractor's tools and tackles, safety equipment, scaffolding used etc. and if found unsatisfactory, he may suspend the job temporary till the measures are taken by the contractor. The contractor shall be responsible for delay in execution of the job due to this unsatisfactory working condition/equipment.
- m) The contractor shall use his own T&P (Tools & Plant) items for smooth execution of maintenance rate contract works shall be provided by the contractor to his workmen in sufficient quantity and of appropriate quality. They shall arrange transportation of material from stores or within the work sites at his own cost. All materials required for erection of scaffolding shall be arranged by the contractor at no extra cost to DVC.
- n) **Manpower Support & Facilities:** As per the scope of work minimum two skilled and two un-skilled manpower should be engaged for day-to-day job and if job required other Expert personnel and skilled/semi-skilled/unskilled workmen with adequate qualification and experience having appropriate level of acumen is required for the job. Such personnel/workmen/employee is to be inducted by the contractor to carry out the job with entire satisfaction of DVC. Sufficient Backup personnel to be kept in reserve by Vendor to provide services in case of Leave & Holidays. In case of absenteeism or the contractor couldn't engage minimum manpower, one day salary per man-day on pro rata basis will be deducted. Attendance registers for the workmen deployed at site. As per the scope of work mentioned in Annexure-I of the Tender specification, the contractor shall have to provide adequate eminence and experienced work force for execution of the contract. Work force engaged should have experience for performing jobs as detailed in the scope of work in **Annexure-I** and for all other jobs, the contractor shall have to provide well experienced workmen including experts in the field, for execution of the jobs as specified in the scope of work within the stipulated time frame (detailed in **Annexure-I**).

For skilled: Worked as a technician in Thermal Power Plant or similar type of industry with minimum 03 yrs. of working experience in Erection & commissioning/maintenance of PA system. Senior most person will act as Site in charge and will be responsible for all day-to-day activities.

- If any person employed by the contractor is found to be incompetent or found to act in an improper manner or hampering the interest of plant in any way the matter will be brought to the notice of the contractor and the said person(s) will have to be replaced within 24 hrs. Notice from DVC authority
- o) Adequate working space for contractor's personnel, storing space for spare parts will be provided by DVC, free of cost.
 - p) **Accommodation:** Accommodation for contractor's personnel may be provided by DVC if available, on chargeable basis & rent thereof as per DVC's standard rate would be deducted from our monthly bill. Accommodation if provided by DVC will have

e to hand over to DVC at the end of the Contract period.

- q) **Safety:** precautions as required to be fulfilled under the Factories Act, 1948 are to be strictly adhered to by the contractor. The contractor shall supply all safety wears and equipment to the concerned workmen at his own cost. The contractor shall ensure that his workmen shall take necessary safety precautions. DVC in no way shall be responsible for safety of the workmen employed by the contractor.
- r) During execution of the contract as well as on expiry of this contract, the contractor shall ensure that none of their employees/workers claim employment in DVC.
- s) The contractor, while engaging/dis-engaging workers/employees shall follow all statutory rules and regulations applicable as per Workmen's Compensation Act.
- t) The contractor shall also take all necessary steps for occupational Health Care of his workmen.
- u) At the end of the contract (ARC), the contractor will hand over the plant equipment in good working condition.
- v) For maintenance work, a register is to be maintained in which following column will be noted after execution of work i) Date ii) Item No. iii) Description of Job iv) Signature of Representative of Contractor v) Certificate of DVC Representative.
- w) DVC administration will not be responsible for any loss or damage and theft of the contractor's materials, equipment, tools & plants etc.
- x) Prosecution: Any person under your pay roll is liable to be prosecuted if found entangled to any miscreant activities in damaging of DVC Vis-à-vis Public property or interest within jurisdiction of MTPS.
- y) Due to non-performance /poor performance or bad workmanship if there is suspension of working of an equipment / system / major breakdown beyond repair DVC may impose LD to recover such damages, if it is established after inspection that such breakdown has occurred due to bad workmanship / poor, improper maintenance / negligence in maintenance etc., then the replacement cost of such equipment shall be borne by the contractor. Decision of DVC authority in this regard is final and binding on the part of the contractor.

16) PENALTY CLAUSE:

- a) Due to non-performance /poor performance or bad workmanship if there is suspension of working of an equipment / system / major breakdown beyond repair DVC may impose LD to recover such damages, if it is established after inspection that such breakdown has occurred due to bad workmanship / poor, improper maintenance / negligence in maintenance etc., then the replacement cost of such equipment shall be borne by the contractor. Decision of DVC authority in this regard is final and binding on the part of the contractor.
- b) In case of total failure of communication in exceeding 4 hrs., a penalty at the rate of Rs. 1000/- for every 4 hrs. or part thereof will be imposed due to delay in restoration.
- c) If working items are being replaced by new one then rate of work will not be paid.
- d) If the contractor fails to complete the work within the stipulated time as predefined by Engineer-in-charge then a penalty @ 0.5% (for each day delay) to maximum 5% of monthly bill will be deducted from the bill.
- e) If the contractor fails to provide all T&P (Tools & Plant) as required then a penalty @ 0.5% (for each day delay) to maximum 5% of monthly bill will be deducted from the bill.
- f) In case of failure to complete any specific job within

the stipulated time frame , DVC shall have the right to complete the job through third party with total cost recovery from the su

ccessful bidders/contractors.

17) ALL OTHER TERMS & CONDITIONS: -All other Terms & Conditions which are not specifically covered in this NIT, shall be guided by DVC's General Conditions of Contracts (GCC) & Appropriate DVC Agreement Format available in attached GCC.

18) TERMINATION OF CONTRACT: It will be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)

19) VENDOR BILL TRACKING SYSTEM: The Vendor Bill Tracking system is active & available at <https://www.dvc.gov.in/vendor/users/login> (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.

20) SAFETY CLAUSES:

The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work.

Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.

The Contractor/ Agency shall frame and implement its Safety and Health Policy, which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy.

The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of experience up to 50 workers/ staff or a part thereof. In case of electrical work, supervisor must possess valid supervisory license of competency. In Chemical contract such as chemical laboratory, Supervisor's should have qualification on Bachelor of science with Chemistry with not less than 3 years' experience.

If at any time the contractor employs more than 50 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.

Before start of work by the Contractor, the Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In- charge of the contract (The Engineer In charge is not below the rank of Suptd. Engineer in Thermal Power Plant and in case of other station Senior Most Engineer). Safety MOU should be prerequisite of agreement of execution. During sign of Safety MOU, agency shall submit following documents also :

- a) Safety Plan of the Contractor for his own as well as his sub- contractors and action plan to implement it;

- b)** Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.
- c)** The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken.
- d)** For contracts, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipment's and get it verified from Head of DVC Safety Department for inspection of quality and quantity purchased. He/she will inspect these Safety Shoes, Safety Helmets, Safety Harnesses etc. for its suitability. Only after this inspection and clearance in writing, above referred items shall be used or issued by the Contractor. For contracts, more than one-year, new PPEs a gain shall be distributed before expiry of one year from last PPEs distribution date. After that, contractor shall also have to provide different kind of safety gears according to their nature of job including reflective jackets.
- e)** The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non -statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC.
- f)** Before Start of the contract, the Contractor shall provide appropriate Safety Induction Training to all his workers, of at least one full day duration, through an external agency with faculty having the qualification as mentioned in the factories act /state rules for the safety officer. The DVC Management has a right to refuse issuance of gate pass to the workers, if the workers are not trained.
- g)** Before Start of the work by the Contractor, the Contractor shall provide thorough pre- employment health check-up /examination of his workers and fitness certificate as per the Factories Act and Rules made under. Later, DVC shall provide Occupational Health Check Up such as lung function test, ECG, Sputum, Chest X-ray, audiometry, blood test etc. of all contract workers including i.e. supply, casual, AMC/ARC workers working within the Thermal Power Plant and Audiometric test, ECG, Blood test etc. for Hydel station with cashless facility. Only those workers who are found fit in such medical examination shall be employed only by the Contractor. It is the responsibility of each contracting agency to ensure the availability of suitable arrangements at their work site for rendering prompt and efficient First aid to injured persons. The DVC Management has a right to refuse issuance of gate pass to the workers if the workers are not undergone such pre-engagement medical examination /health check-up.
- h)** In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC
- i)** Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc.. The Contractor shall provide full cooperation in conduct of inquiry, conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day.
- j)** Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure its use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure its right use.
- k)** Before execution of safety MOU all statutory documents related to vehicles used like vehicles fitness, RC book, driving license, pollution certificate, driver eyesight test etc. should be prerequisite.

Other important guidelines of Safety aspects of the contract shall be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)

- 21) SETTLEMENT OF DISPUTES & ARBITRATION:** It will be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)
- 22) SUB-LETTING & ASSIGNMENT:-** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)
- 23) FORCE MAJEURE:** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)
- 24) CONTROLLING OFFICER:** Sr. Manager(E),IT& Communication, MTPS or their authorized representative.
- 25) EPF/ESIC:** Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be applicable as per rules. EPF & ESI provision shall have to be made by the contractor as per prevailing rules and the same to be in force from time to time during the tenure of the contract. The liability to comply with all related formalities shall rest upon the contractor.
- 26) CONTINGENCY:** Contractor must possess sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.
- 27) GCC & DEBARMENT:** - Clause related to GCC & debarment is as attachment under payment terms of GeM CONTRACT.

28) CONTRACTORS PERFORMANCE EVALUATION :-

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 standard evaluation format has been framed (Refer Bid Forms). The Project Manager of DVC/Engineer-In-Charge will fill in the details as per format enclosed, 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" twice consecutively, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

In case performance of any Bidder in any of the previous Contract of the Employer during the last 2 years is found "Unsatisfactory", the Employer (i.e. DVC) reserve the right to consider the bidder ineligible for participating in this tender and in such case no bidder/intending bidder shall have any claim arising out of such action.

29) LABOUR LAWS(AS APPLICABLE):

- A. Contractor should have to abide by all statutory acts and Laws and Regulations of respective Government.
- B. Contractor shall be responsible for compliance of all statutory obligations Under Factories Act. 1948. Contract Labour Act, Minimum wages Act, payment of Wages Act and also be responsible for payment of employees contribution under EPF etc.
- C. Contractor has to obtain Labour license from statutory body i.e. concerned office of the Regional Labour Commissioner (central) as applicable.
- D. Contractor has to obtain Labour licence from Govt. License authority Under contract Labour Regulation and Abolition Act and the copy of the same will have to be produced.
- E. The workers deployed by contractor will be bound by regulation of Factories Act 1948. Minor and women labours shall not be engaged in this job.
- F. Xerox copies of the documents showing deposit of EPF amount to the EPF Department of Govt. Should be submitted to the controlling officer and personnel department.

30) OBLIGATION OF THE CONTRACTOR:

The obligation of the contractor in respect of provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to the agreement from time to time. Bidder has to comply provisions of labour laws and rules applicable as per appropriate Govt. i.e.

- a) Contract Labour (R&A) Act & Rules thereof i.e.
 - i) Wages-cum-Master Roll Register
 - ii) Master Roll
 - iii) Register of wages
 - iv) Register for deduction of damages or loss.
 - v) Register for fines.
 - vi) Register for Advance.
 - vii) Register for over time.

- viii) Register for workmen employed by the contractor.
- ix) Employment Card.
- x) Wage slip of the contractor's workers, and
- xi) Half yearly return etc.
- b) Minimum Wages Act: Payment of wages will be made as per notification of Minimum Wages notified by appropriate Govt. time to time.
- c) EPF Act. You have to comply all provisions of EPF Act & payment of employer's contribution and other charges under the Act.
- d) Workmen's Compensation Act. : You will be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to the workmen engaged by you. In the event of fatal accident / disability you will have to pay compensation as per Workmen's Compensation Act /Factories Act.
- e) Payment of Bonus Act.
- f) Factories Act and Rules.
- g) Industrial Dispute Act.
- h) Any other statutory provisions

31) OTHER TERMS AND CONDITIONS: The contractor would be bound by the terms and conditions as detailed in the GeM contract and DVC General Conditions of Contract (GCC) & General terms & conditions of GeM. Bidders are requested to go through General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM.

The terms and conditions mentioned in ATC & Scope of work in attachment shall prevail over GeM Bid Report if there is any contradiction.

32) ACCEPTANCE OF CONTRACT: On issuance of contract, the contractor (L1 bidder), shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

Note on Qualifying Requirements generated in GeM Bid:- The QR criteria mentioned in GeM Bid may please be ignored, it will be as per attached Qualifying Requirement Criteria.

ध्यान दें: कृपया 'खरीदार द्वारा अपलोड किए गए एटीसी दस्तावेज़' के अंतर्गत **Buyer uploaded ATC document** पर संलग्न दस्तावेज़ देखें: विस्तृत बोली/एनआईटी दस्तावेज़ों के लिए जिसमें बोली के लिए आमंत्रण (आईएफबी), कार्य का दायरा और नियम व शर्तें, बीओक्यू, बोलीदाता का क्यूआर, वाणिज्यिक नियम व शर्तें, बोलीदाताओं के लिए निर्देश (आईटीबी), अनुबंध की सामान्य शर्तें (जीसीसी) और व्यापारिक लेन-देन पर प्रतिबंध, चेकलिस्ट और बोली प्रपत्र आदि शामिल हैं।

N.B.: Please find the attached documents on '**Buyer Added Bid Specific ATC**' under '**Buyer uploaded ATC document**': For detailed Bid/NIT documents which consists of Invitation for Bid (IFB), Scope of Work and Term & Conditions, BOQ, QR of the Bidder, Commercial Terms & Conditions, **Instruction to Bidders (ITB)**, General Conditions of Contract (GCC) & Banning of Business Dealings, Checklist and Bid Forms etc.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---