

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-06-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-06-2024 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
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of one number Diesel Engine driven nonAC Hard covered jeep for official duty of EMPC MPC CMC OE IT TS and FQA departments of MTPS DVC for a period of 02 Years
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 Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for 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),Additional Doc 3 (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	1529981.06
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	15300

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State 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 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 :

DEMODAR VALLEY CORPORATION

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power (Dgm C And M Mejia Thermal Power Station)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

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

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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[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.
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.
6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Project Experience and Qualifying Criteria Requirement:[1716536079.pdf](#)

Scope of Work:[1716547230.pdf](#)

GEM Availability Report (GAR):[1716536122.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1716536230.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1716536234.pdf](#)

Instruction To Bidder:[1716547190.pdf](#)

Payment Terms:[1716547229.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1716547279.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1716547325.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-06-2024 12:00:00	BIDYUT BHAWAN

Custom Bid For Services - Hiring Of One Number Diesel Engine Driven NonAC Hard Covered Jeep For Official Duty Of EMPC MPC CMC OE IT TS And FQA Departments Of MTPS DVC For A Period Of 02 Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one number Diesel Engine driven nonAC Hard covered jeep for official duty of EMPC MPC CMC OE IT TS and FQA departments of MTPS DVC for a period of 02 Years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Bipad Taran Mandal	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	N/A

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 Account Payee Demand Draft in favour of

DAMODAR VALLEY CORPORATION, DVC, MTPS (O&M)
payable at
MEJIA THERMAL POWER STATION

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

DAMODAR VALLEY CORPORATION, DVC, MTPS (O&M)
payable at
MEJIA THERMAL POWER STATION

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

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

DAMODAR VALLEY CORPORATION, DVC, MTPS (O&M)
Account No.
10480362106
IFSC Code
SBIN0006608
Bank Name
STATE BANK OF INDIA
Branch address
Mejia Thermal Power Station

. 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.

5. 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

DAMODAR VALLEY CORPORATION, DVC, MTPS (O&M)
payable at
MEJIA THERMAL POWER STATION

. 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.

6. 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

DAMODAR VALLEY CORPORATION, DVC, MTPS(O&M)

Account No.

10480362106

IFSC Code

SBIN0006608

Bank Name

STATE BANK OF INDIA

Branch address

Mejia Thermal Power Station

. 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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SECTION - VI: COMMERCIAL TERMS AND CONDITIONS

1. **TAXES & DUTIES:** GST, as admissible, will be paid by DVC as per Govt. of India rule against GST no. & SAC code. All statutory payments like taxes etc. except GST, as applicable shall be borne by the contractor. If any taxes etc. stands on the way subsequently, the same has to be borne by the contractor at his own cost. Any additional operational expenses like O.T. payment etc., if incurred for any reason during execution of work has to be borne by the contractor at his own cost.
2. **CONTRACT PERIOD:**

Contract period shall be two (02) years from the date of deployment of the vehicle under this contract.
3. **THE BIDDER SHALL HAVE TO COMPLY WITH THE FOLLOWING:**
 1. Status of organization (i.e. Company Registration Certificate/ Memorandum and Article of Association/ Partnership Deed / sole-proprietorship as the case may be) with documentary evidence.
 2. MSME certificate/ NSIC Registration certificate from appropriate government authority (as applicable).
 3. GST Registration certificate.
 4. The bidder must have valid EPF and ESI registration Certificate.
 5. The bidder must have Valid Labour License / Undertaking to submit Labour License from Regional Labour Commissioner (Central) in case of award of contract.
 6. Certificate of No Relation in DVC (In original by the signatory of the bid).

The vendor has to produce above documents (original / self-authenticated and attested by Public Notary) for verification by DVC authority within a stipulated time frame from the date of intimation.

4. **Payment terms:**

95% payment shall be made on actual executed portion of work/service against RA bill after satisfactory completion of work/service, duly certified by the DVC Engineer-in-charge, and on submission of bills in triplicate, duly pre-received, and upon prior compliance of Security Deposit Clause (if applicable) and on submission & acceptance of Agreement in DVC format (if applicable).

Remaining 5% will be paid after completion of the contract.

Note: No payment shall be made without acceptance of SDBG and agreement.

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

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, in the prescribed form by the specified date. ["generally 21 days after issuance of LOA for Works Contract" or "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 contract (as per GeM Format).

The Performance security submitted in the form of Bank Guarantee should remain valid for a period of 26 months [i.e. contract period (24 months) + 60 days (02 months)].

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 this 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.

v **Note for procurement of Consultancy & Other Services:**

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If the Service Provider fail 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.

Note: 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):

Details of respective advising banks including IFSC Code is given below:

For Mejia Thermal Power Station (MTPS) -

Bank Name: STATE BANK OF INDIA
Branch Name: Mejia Thermal Power Station,
Account No.: "10480362106"
IFSC Code: SBIN0006608.

Performance security may be furnished in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, 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.

6. PENALTY:

A. A penalty of Rs. 700/- (Rupees Seven Hundred) only will be imposed on the contractor for failure to provide the vehicle for the whole day.

B. If the Contractor deploys a vehicle whose quality is not as per NIT (e.g. if registration is older than 5 (five) years from the date of NIT) for more than 03(three) days in a month, no hiring charges, as well as no fuel charges (running charges), will be paid.

7. AGREEMENT:

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution.

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 authorised representative of DVC (TIA/Signing authority as per DFP) and authorised 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.

Such acknowledgements may not be required in low value contracts, 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, 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.

In exceptional cases, where in place of a Bid security, DVC considered "Bid securing declaration" from the bidder, accepting that if they are awarded the contract and they fail to sign the contract, before the deadline defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC. The Contract shall be short closed and retendered.

Note: for Procurements of Works:-

In respect of contracts up to Rupees 10 lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of award will result in a binding contract.

In respect of contracts with estimated value more than Rupees 10 lakh, a contract document should be executed, with all necessary clauses to make it a self-contained contract.

tract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching relaxation regarding time frame for execution of contract agreement.

8. Limitation of Liability:

Except in cases of Criminal Negligence or wilful 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.

9. Risk Purchase Clause:

The Employer reserves the right to purchase/ take 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 completion period, if the Contractor fails to complete the work a notice will be given to the Contractor for completing the work immediately.

b) If the Contractor fails to 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 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 banking 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 purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work or services irrespective of the fact whether the work/ services are similar or not.

10. CANCELLATION/SHORT CLOSURE:

The Owner may terminate/short close the contract, by not less than 30 days written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.
- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause:
- e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.

11. OBLIGATIONS OF THE PARTY OF THE SECOND PART i.e. CONTRACTOR:

A. The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.

B. The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.

- a. The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated.
- b. If the licenses/permits e.t.c. obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.

C. The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:

- a. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
- b. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
- c. The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;

- d. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
 - e. The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
 - f. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
 - g. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
 - h. The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
 - i. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
 - j. All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services. The Party of the Second Part shall produce the requisite Compliance Report to the Party of the first Part from time to time or as prescribed in the abovementioned laws.
 - d) The Contractor shall undertake the services as per details given in Schedule II attached to this Agreement. The Contractor shall also comply with other instructions, if any, given in writing by the authorized representative of DVC to the Contractor or to his authorized representative for performing the aforesaid services. e) The performance of service by the Contractor shall be of highest order/standing and competence and as described in Schedule II.
 - f) DVC may terminate this Agreement if the performance of services by the Contractor is not up to specified standard and if the Contractor fails to comply with the laws mentioned hereinbefore. The decision of DVC in this respect shall be absolute and final.
12. **SETTLEMENT OF DISPUTES AND ARBITRATION:** It will be guided as per clause no. 33 and Clause no. 20 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of General Conditions of Contract (GCC).
13. **FORCE MAJEURE:** As Per the Clause 16 of the General Conditions of the Contract.
14. **TERMINATION OF CONTRACT:** As per Clause No.24 of Optional Terms & Conditions of Contract of GCC.

15. **Vendor Bill Tracking System:**

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact no.
IT Officer	Shri Manoj Aryabhumi	manoj.aryabhumi@dvc.gov.in	8099990721

16. **All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract (GCC). Bidders are requested to go through GCC (General Conditions of Contract) of DVC before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract.**

SECTION - VII: OTHER TERMS AND CONDITIONS

1. The Contractor shall place the vehicle along with Driver (s) and Conductor (s) (if required) of the vehicle at the disposal of the Concerned Authority for deployment of different duties according to the requirements as mentioned in the "Scope of work".
2. The vehicles shall be engaged only for official duty of the Concerned Section and some essential incidental services as described in SCOPE OF WORK, during the engagement days of contract period and shall not be used by the contractor on other days for any other purpose except with specific approval of the Authority.
3. Requirements i.r.o. the vehicle:
 - A. The vehicle should be Diesel Engine Driven, should be non-AC, should be hard top covered and should have a minimum seating capacity of 09/07 nos. Including Driver (**07 seater in case 09 seater is not available in the market**).
 - B. The vehicle should be of latest equivalent models and in good running condition with registration (as new vehicle) not older than 05 (FIVE) years from the date of NIT, having cushioned seats and back rests, Interior upholstery and decoration should be good. Vehicle should be in very good running and roadworthy condition, all safety measures and arrangements e.g. WIPER, Window Railings, Door Locks, Handles, Grips, windowpanes etc. should be in perfect condition.
 - C. The vehicle should be equipped with a spare wheel, set of Tools, FIRST AID BOX and other necessary requisites. The vehicle should be mechanically perfect in respect of Brake System, Steering System, Suspension System, Tyres, Horn, Headlight, Indicator etc. The vehicle provided by the contractor should comply with all the legal formalities in respect of State Motor Vehicle Act and State Govt. /Central Govt. Pollution Norms and other Acts/Regulations implemented from time to time.
4. Driver(s) engaged must possess valid Public Service Driving License for Public service/commercial vehicles. Driver(s) should be well trained to meet the emergency situations, e.g. breakdown, accident and other eventualities. More over the Driver engaged must be Obedient and responsible enough to discharge the duty properly, failing of which the contractor has to replace him immediately if any unfavorable report is reported against him.
5. The vehicle will be inspected frequently by the DVC Authorities.
The vehicle shall be kept in running condition at all time and procurement of fuel, lubricants, spares etc. will be arranged by contractor at his own cost. Routine maintenance, repairs, frequent check-up, servicing, overhauling, payment of wages to drivers, cleaners and conductors, etc. will be the contractor's liability.
6. In case of major breakdown or withdrawal of vehicle/vehicles from service by the contractor or any reason whatsoever the contractor shall immediately provide a suitable substitute duly approved by the Concerned Authority. Withdrawal of vehicle by the contractor shall be done with prior approval of the Concerned Authority only against the replacement by a suitable substitute.

ute. For servicing of vehicle, a free time of maximum twenty-four hours will be allowed once in every complete month during daytime. The choice of such period for servicing shall be that of the Concerned Authority against sufficient notice by the contractor. The contractor shall have to produce necessary documentary evidence in support of servicing done, failing which the same will be treated as unauthorized and penalty as deemed fit to be imposed. For obtaining fitness certificate from statutory registering authority, the vehicle shall be released for one complete day for every three months without levying any penalty provided a suitable substitute vehicle is arranged. But mileage covered to and from for fitness check purpose shall not be taken into account for payment. Documentary evidence of such certificate obtained shall be furnished; otherwise it will be treated as unauthorized absence.

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

7. The Contractor shall bear all charges for running the vehicles, and all remuneration and facilities of Operators/Supervisory Staff etc. involved with the vehicles services.
8. Employment of Drivers/Helpers/Conductors/Supervisory Staff in connection with the services of vehicle is entirely the responsibility of the Contractor, and DVC Authority is in no way related / responsible for their employment/employability or any other claim thereof.
9. The vehicle will perform day to day official work/duty of the Concerned Section and also other incidental trips, essential administrative work of GOI/ W.B. Govt. / Jharkhand Govt. as per direction of DVC Authority.
10. The Contractor of the vehicle will be responsible for safe travelling of the concerned passengers and materials/goods. Safety, Punctuality, and their Comfort are the essence of the contract.
11. Reporting point of the vehicle will be at some place of MTPS as per direction of Concerned Authority or their authorized representative.
12. The vehicle will be authorized for different journeys as per direction, Time & Route Chart issued by the Concerned Authority or their authorized representative and as such, the Drivers/Conductors of vehicle will have to perform duties as per itinerary Instruction of the Concerned Authority or their authorized representative. The time & route chart must strictly be adhered to.
13. Starting point for the purpose of calculation of run of the vehicle in Kilometers for the payment of Running Charges will be from the reporting point as per direction of the Concerned Authority or their authorized representative.
14. Rate/Charge (See Price Bid):
The rate should be furnished as per following Schedule:

A. Monthly hire charges: -

- i. Dry run charge includes expenditure on driver, lubricant, cost of spares, consumable traffic obligations and other statutory fees and charges etc. (IN Rs./Km):-

Amount = Rate of dry run charge in Rs./Km. x actual run in Km. (Minimum guarantee run is 14400 KM per year.)

- ii. Rate for service beyond stipulated (9 hours) normal duty hrs. is Rs. 78.7779/hr.:- Total to be paid on actual.

- iii. Fuel cost (Diesel) will be reimbursed at actual in terms of the following calculation :

$$\frac{\text{Actual run in KM}}{12} \times \text{Cost of Diesel per litre.}$$

Assuming Diesel driven light vehicles give 12 KM / ltr. run.

As the diesel prices are being fixed / changed on daily basis, the above formula shall be applied for calculation of fuel - expenditure on daily basis and then shall be added up for arriving at the cumulative figure of the billing period.

- B. The bidder has to quote total price including GST in GeM portal considering all the three component mentioned at 14 A. (i), (ii) and (iii) above. The GST component is to be confirmed in the Techno- Commercial Bid.

- C. Base price of fuel as on the date of price bid opening and assuming Diesel driven light vehicles run 12 KM/ ltr., from which rate of monthly running charge (diesel only) per KM is arrived as mentioned in W.O.
 - D. The contractor shall pay the parking charges / toll taxes wherever required and the same will be reimbursed against documentary evidence.
15. No charges will be paid to the Contractor for non-engagement days or run of vehicles not scheduled/directed by the Concerned Authority or their authorized representative.
 16. No escalation/reduction in KM Run Rates will be admitted/recovered during the period of contract except for Statutory Increase/Decrease in the prices of HSD by Govt. Oil companies (Petroleum Price Regulating Authority) during the Contract period. Increase/Decrease on running cost (variable cost) will be calculated only to the extent of HSD rate price variation as above.
 17. The Detailed Route Chart with Timings etc. will be given to the successful contractor after placement of order. As the vehicle timings are subjected to change (Holidays with short Notice and other reasons), day-to-day engagement and Timing and Route Chart Schedule of the vehicle are also subjected to change, and will be issued/informed to the successful Contractor before the trip begins.
 18. A set of LOG Books shall be maintained by the Contractor for every Calendar Month, to be indicated therein, the Date, Time details, Details of journey and Mileage covered at the end of each trip, duly certified by Contractor and endorsed by authorized representative of the Concerned Authority. On expiry of the contract period the contractor must deposit all the Log Books maintained throughout the contract period to the Concerned Authority.
 19. DVC shall have no responsibility for any damage of the vehicle by destruction or otherwise for any reason whatsoever and shall have no liabilities to pay any compensation to any person including Driver of the vehicle being involved in any accident or destructive activities. The Contractor shall take full responsibilities on all such legal matters as per Rules. The insurance of the vehicle should be the comprehensive one and shall cover the liability in respect of passengers also.
 20. DVC shall not be liable for payment of any charge/compensation in case where: -
 - a. Vehicle is under breakdown.
 - b. Vehicle is remaining idle due to STRIKE or any other reason beyond the control of any Authorities of MTPS, DVC.
 21. If in the opinion of the Concerned Authority the performance of the Contractor is not satisfactory with respect to quality of vehicle deployed or service rendered not conforming to these Terms & conditions of the contract, the Corporation may terminate the contract with seven (7) days notice in writing and such termination of the contract shall be final and binding upon the contractor.
The contract is also liable to terminate by giving THREE (03) months notice by the MTPS, DVC Authorities without assigning any reason whatsoever.
 22. The Contractor will have to deploy only that vehicle which is conforming to the Clause- Requirements i.r.o. of the vehicle - of this Terms & Conditions. In case of breakdown of any of the above-mentioned vehicle, the contractor may engage vehicle in good condition for a short time and purely on temporary basis with prior approval of the Concerned Authority. However, the contractor should take initiative to re-deploy the vehicle conforming to the Clause - Requirements i.r.o. of the vehicle - within 48 hrs.
 23. The vehicle should have a Board marked - ON DVC, MTPS SERVICE - in BOLD and PROMINENT LETTERS and another -VEHICLE TYPE- for ease in recognition of vehicles. These Boards should be placed before the Wind Screen of the vehicle.
 24. In case of breakdown of the vehicle during any trip, it should be the endeavour of the Contractor or his representative to get it repaired or to arrange alternative vehicle as early as possible and complete the trip and schedule journey. Failure to comply the above will be treated as failure to provide the vehicle trip, and penalty will be imposed as per the appropriate sub-clause of the PENALTY CLAUSE.
 25. SUB-LETTING: During the period of contract, the vehicle shall be exclusively be used as per the direction of the Concerned Authority. The hired vehicle shall not be sublet during the contract period nor shall any unauthorized person be allowed to travel by the vehicle within the contract period.
 26. Maintenance of Time Route Schedule for each and every trip is the essence of the contract. T

he Time Schedule will be given to the successful contractor from the Concerned Authority or his authorized representative on day-to-day basis (At 4.30 P.M.) for the schedule of next day. If there is any delay on the part of the contractor in providing the vehicle for any journey or the vehicle provided by the contractor is not conforming to the quality standard mentioned in the Clause - Requirements i.r.o. of the vehicle - of Term & Conditions of contract or the driver(s) or helpers are not physically and mentally healthy condition to drive the vehicle. The Sr. Manager (Mech.), EM&PC Cell, Unit# 1-8, MTPS, DVC or his authorized representative may cancel any trip/trips or not providing the vehicle for whole day and penalty will be imposed as per the appropriate sub-clause of the PENALTY CLAUSE.

27. After placement of LOA/WO mentioning specific vehicle with registration number, the vehicle is to be placed for operation within 10 days (21 days for new vehicle), failing the order (LOA/WO) will be treated as cancelled and EMD deposited will stand forfeited.
28. EPF & ESI clauses shall be applicable as per rule.
29. All taxes, duties, insurance premium applicable as per law or to be levied in future during the contractual period in respect of vehicle shall have to be borne by the contractor.
30. Refund of EMD to the successful bidder together with retained amount (5% on pro-rata basis on monthly bills) will be made on successful execution and expiry / extension, if any, of contract.
31. The contractor will submit monthly bill in triplicate along with the detailed entries made in the log book Sr. Manager (Mech.), EM&PC Cell, Unit#1-8, MTPS, DVC or his authorized representative for certification of the bill towards payment action.

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.

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---