

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-09-2025 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-09-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Contract for operation of 11 numbers Receiving station at different place under transmission department in DVC for one year
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Operation And Maintenance Of Substation
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	96 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	<p>Experience Criteria,Bidder Turnover,Certificate (Requested in ATC)</p> <p>*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</p>

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	37849667.26
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईएमडी राशि/EMD Amount	641520

ईपीबीजी विवरण /ePBG Detail

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

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

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Damodar Valley Corporation, Maithon

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

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.

6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Break-up - [1756386367.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1756386447.pdf](#)

Payment Terms:[1756386540.pdf](#)

GEM Availability Report (GAR):[1756386580.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1756386615.pdf](#)

Penalties:[1756386661.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1756386670.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1756386702.pdf](#)

Instruction To Bidder:[1756449630.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1756449742.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1756450356.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1756450423.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-09-2025 12:00:00	Office of General Manager, Contracts and Materials Dept., Ramanuj Bhavan, DVC, Area-VI, Maithon, Jharkhand-828207, Email ID: bitan.biswas@dvc.gov.in, Contact No: 7585894700/7908467959

Custom Bid For Services - Contract For Operation Of 11 Numbers Receiving Station At Different Place Under Transmission Department In DVC For One Year (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Contract for operation of 11 numbers Receiving station at different place under transmission department in DVC for one year
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Rabin Mandal	828207,Damodar Valley Corporation, Post Office-Maithon Dam, Dist. Dhanbad	1	N/A

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

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

2. Generic

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Price: The price shall remain variable as per Price Variation (PV) Clause under “ Any other Documents As

per Specific Requirement of Buyer -1" in the GEM Bid.

2. Contract Period: 365 days from the date of commencement of work

3. The Turnover and Past experiences will be guided by the "Qualifying requirement" uploaded under "Project Experience and Qualifying Criteria".

4. Awardees of Contract shall register themselves in 'Vendor Bill Tracking' system available at DVC Website <https://www.dvc.gov.in>.

5. The price quoted by the bidder with respect to estimated amount in % term will be applicable to each rate of the price schedule or BOQ (attached with Bid document). Accordingly, price breakup will be prepared, and bidder will be able to generate invoices at the rate finalized. Payment will be made based on actual work carried out as mentioned in BoQ. The BOQ offered price is to be submitted by the successful bidder after opening the financial bid/conclusion of reverse e-auction (if applicable). The final price schedule of the offered price signed by DVC will form part of the GEM contract.

6. If the Price part is exposed anywhere in the bid except financial bid, the bid will be outrightly rejected.

7. Bidders shall have to abide by the rules and provisions contained in GCC-2022 available in <http://www.dvc.gov.in>. (also attached under "Any other Documents As per Specific Requirement of Buyer -2" of the GeM Bid).

8. **Paying Authority:** General Manager (Finance), Unified Accounts Office, Maithon, DVC, Jharkhand-828207.

9. TAXES, LEVIES AND DUTIES shall be as below:

(a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcon

tractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

(b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Document

and also taxes, duties, cess & levies as may be applicable on the materials used for the

works, supply shall be to the contractor's account & included in the Contract Price. The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty,

cess, fees etc. on FOR Basis.

c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.

10. STEPS FOR FILLING INTEGRITY PACT: -

i. Integrity Pact format is provided in the "Additional Terms and Conditions". The bidder has to take the printout of the Integrity Pact in white sheet, fill relevant places and every page should be signed and stamped. Bidder must fill Witness 1 details only.

ii. The Integrity pact shall be submitted in plain A-4 paper.

iii. **It is mandatory to submit the filled Format of Integrity Pact (pre-signed by DVC) in hard copy to "Office of General Manager, Contracts and Materials Dept., Ramanuj Bhavan, DVC, Area-VI, Maithon, Jharkhand-828207" before opening the tender and scan copy of the same must be uploaded in GeM portal. The original hard copy and scan copy of the same shall be available before opening the tender otherwise the offer will be outrightly rejected.**

iv. **Alternatively, soft copy of integrity pact duly filled and signed with company seal on each page if uploaded online by the bidder along-with techno-commercial documents will be acceptable.**

11. EARNEST MONEY DEPOSIT: -

Earnest Money shall be deposited in any of the following mode: -

(A) Pay order or demand draft and should be payable at the following bank details in favor of the following beneficiaries: -

Name of Beneficiary: Sr. Addl. Chief Accounts Officer, DVC, MAITHON
Name of Bank: Bank of India
Name of Branch: MAITHAN Branch
Account No.: 477721110000001
IFSC CODE: BKID0004777

(B) Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per GeM format.

In case of EMD submitted in form of Bank Guarantee (BG), the said BG shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. The BG will be accepted only on receipt of SFMS confirmation email from the respective Advising banks.

Following are the details of Advising banks of DVC, Maithon: -

BANK OF INDIA, Maithon A/C No. - 477721110000001 IFSC Code: BKID0004777

(C) The EMD can also be paid online to the following account only:

Beneficiary: DVC A/CS OFF ELECT
Bank: Punjab National Bank, Maithon
Account No: 1494050010002
IFSC: PUNB0149420

Note: In case of submission of EMD through online mode, the processing charges

should be kept in mind / borne by the bidder, so that EMD amount payable to DVC is the same as mentioned in this NIT.

The intending Bidder are advised to take care that EMD/ is correctly drawn and reaches before the tender opening date as detailed in the GeM bid documents to the following address: -

Office of the General Manager(C&M), Contracts and Materials dept.1 st Floor, Ramanuj Bhawan, Area-6, DVC, Maithon, Jharkhand-828207.

Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EMD deposits.

The Bidder shall have to upload the scanned copy of EMD, document in support of exemption of EMD (if applicable), and also submit the hard copy of the EMD and must be reached before the tender opening date or otherwise bid shall be rejected outrightly.

12. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE-

The bidder shall have to deposit as Security, for satisfactory execution of the order, and for the guaranteed performance of the supplied item for an amount equivalent to **3.00 % (three percent)** of the ordered value in the form of Bank Guarantee (as per GeM format) within 14 days from the date of issuance of PO from any Nationalized/ Scheduled Bank and it should have validity initially for **14 (Fourteen) months from the date of execution of Bank Guarantee**. The said BG should be extended suitably covering the entire warranty period after the commencement of work. No payment whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee by DVC.

The said BG shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. The BG will be accepted only on receipt of SFMS confirmation email from the respective Advising banks.

Following are the details of Advising banks of DVC, Maithon: -

The customer/vendor is requested to take 'Input for Issuing eBG Form' of NIT and will approach the bank for issuing eBG.

Beneficiary Input for Issuing e-BG (Electronic Bank Guarantee) Form

a. Portal ID: NA

Details of beneficiary and Applicant

- b. Entity PAN/UIN (Central UIN of Nodal Officer): AABCD0541M
- c. Entity Name (Name of the Nodal Officer): DAMODAR VALLEY CORPORATION
- d. Entity Email ID (Nodal Officer): sanjay.singh@dvc.gov.in, ankur.munda@dvc.gov.in
- e. Business Unit Code: NA
- f. Name of the representative (Nodal Officer): SANJAY SINGH and ANKUR KUMAR MUNDA
- g. Relationship (Here Beneficiary): DAMODAR VALLEY CORPORATION
- h. Primary Mobile Number (Nodal Officer): 7857903172 and 9471712635
- i. BG Amount: As per NIT/Contract
- j. BG ccy (Currency): INR
- k. Expiry Date: As per NIT/Contract
- l. Claim Expiry Date: As per NIT/Contract
- m. Contract Reference Number: As per NIT/Contract
- n. Vendor Code: NA

13. INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

a. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank. First Party should be the Issuing Bank and second party should be DVC.

b. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

c. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks are not acceptable.

d. A Confirmation Letter/e-mail confirmation of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

e. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.

f. Each page of the B.G. must bear the signature and seal of the Bank and B.G. Number.

g. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with Purchase Order/LOI/Work Order etc. and must contain all factual details.

h. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.

i. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.

j. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.

k. Issuing Bank/The Vendor are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.

l. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.

Note: However, any deviation from GeM related to performance security will be guided as per GeM.

Note: In case of submission of security deposit through online mode, the processing charges

should be kept in mind / borne by the bidder, so that EMD amount payable to DVC is the same as mentioned in this NIT.

14. Contract Agreement: The format for the contract agreement is provided in the sheets under "Instruction to Bidders". 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 from Transmission Dept/GOMD-VI, DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant. Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in non-judicial stamp paper for signature, incorporating all agreements between the parties for execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. Both the parties will sign & date the Contract agreement after receipt and verification of the requisite performance security (wherever applicable). 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 in case of GTE, due to the fault of the Supplier/ Contractor/ Service Provider will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

15. The GeM contract start date after generation of the GEM order is tentative. The contract period is to be calculated from the actual date of commencement of work/handling over of site.

16. The techno-commercial/other terms and conditions of the contract are attached under " Any other Documents As per Specific Requirement of Buyer -1" in the GEM Bid.

17. LD clause and Risk Purchase Clause:

i) The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement. Therefore, the provision has been kept in the contract that in case of delay in delivery, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD). In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract. (ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure. (iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above (iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

18. The bidders have to submit the following documents (along with technical and financial documents as per QR) as uploaded under "Instruction to Bidders" in the GeM bid for techno-commercial evaluation:

- i. Letter of Bid as per Annexure-V
- ii. Banker's detail as per Annexure-W
- iii. Affidavit as per Annexure-E
- iv. Declaration [Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)].
- v. Compliance of GOI orders.
- vi. No-relation certificate.
- vii. EMD form (if submitted online)
- viii. GST registration certificate
- ix. Copy of PAN card
- x. EPF registration certificate
- xi. ESI registration certificate
- xii. Undertaking for submission of labour license/labour license in case of award of contract.

- xiii. Valid Electrical Contractor's License.
- xiv. Other valid updated documents essential for running contract as guided by Government s/DVC time to time.
- xv. Acceptance of all terms and conditions of the Bid.
- xvi. Notarized Power of Attorney.

19. No Claim of Job: No claim of job in DVC by the contractor or his employees would be entertained by DVC in any circumstances.

20. INSURANCE FOR WORKING PERSONNEL: The Insurance of personnel employed in the job shall be done by the contractor before commencement of work. No compensation of any major/minor/disabilities/damage would be given by DVC.

21. Pradhan Mantri Suraksha Bima Yojana (PMSBY): Considering possibility of human error and unforeseen circumstances accident at workplace and otherwise cannot be ruled out. Hence, as per GOI policy, the agency will have to arrange Pradhan Mantri Suraksha Bima Yojana (PMSBY) with annual premium of Rs. 20/- per year to all workman to be engaged before commencement of the contract. However, premium charge will be reimbursed against documentary evidence along with 1st & 5th RA Bill.

22. On opening of the price bid/conclusion of reverse e-auction (if applicable), the Lowest bidder (L-1) obtained in online e-auction shall be requested to produce the supporting documents in original / self-authenticated and attested by Public Notary in respect of QR, Original Letter of Bid, Power of Attorney, "Bank Certificate & a cancelled cheque" and an affidavit in original on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them and the documents as per Clause No. 8(b) (ii) of ITB on any working day within 10 days from the date of issuance of notification. No additional time will be allowed to the bidders for producing the required documents.

23. If L1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 10 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in "Envelope-II: Techno-Commercial Bid" on-line is found to be false during verification of the supporting documents, which changes the eligibility status of the bidder then EMD of the Bidder will be forfeited with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---