



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3347243
Dated/दिनांक : 13-04-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-04-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-04-2023 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 - Misc civil maintenance works including minor masonry plumbing carpentry painting and garden maintenance works at DVC Holiday home at New Digha
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
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
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	493359
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. 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.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

5. 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

Scope of Work:[1681214384.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1681292248.pdf](#)

Payment Terms:[1681214444.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1681214453.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1681214469.pdf](#)

GEM Availability Report (GAR):[1681214477.pdf](#)

Instruction To Bidder:[1681214516.pdf](#)

Service Level Agreement (SLA):[1681276130.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1681215238.pdf](#)

Penalties:[1681214657.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1681276667.pdf](#)

Custom Bid For Services - Misc Civil Maintenance Works Including Minor Masonry Plumbing Carpentry Painting And Garden Maintenance Works At DVC Holiday Home At New Digha (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Misc civil maintenance works including minor masonry plumbing carpentry painting and garden maintenance works at DVC Holiday home at New Digha
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
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	Bikash Kali Ghosh	700054,C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Qualifying requirement: -

The following QR has been firmed by the Q.R committee: -

A) Technical aspects of Q.R: -

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- Bidders shall be a DVC enlisted class-III Civil contractor of Zone-III including enlisted class IV contractor of Area K, As per enlistment of contractor 2021 of DVC.
- The bidder should have experience of successfully completed "similar works" under Govt./Quasi Govt./DVC/PSU Organization/-Joint Sector Enterprises (managed jointly by Govt. & Private Agency) during the last 7(seven) years ending last day of month previous to the one in which offers are invited should be either of the following: -

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. **Rs. 1,97,344** /- excluding Taxes & Duties.

OR

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. **Rs. 2,46,680** /-, excluding Taxes & Duties.

OR

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. **Rs. 3,94,688** /-, excluding Taxes & Duties.

“Similar work” means – Any kind of Civil/Civil Maintenance works.

“Completed work” means the executed/ completed portion of Work Order/AMC/RC, Payment receipt documents with ref. to WO No. and date or execution certificate with executed value and referred order number may also be considered as a proof of execution even if the work has not been completed in totality (subject to furnishing proof of executed value of work in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to prove the works completed or to be completed.

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B) Financial aspects of Q.R: -

The average annual Financial Turnover during the last 3(three) years ending 31st March,2022 should be at least Rs.1,48,008 /- .

Bidder should furnish Audited Final Accounts Reports (i.e. Trading A/C, Profit & Loss A/C and Balance Sheet) of last three years ending 31/03/2022. In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable. Other income shall not be considered for arriving at annual turnover.

OTHER CREDENTIALS MSME RELAXATION:-

As per Govt. Guidelines, Bidder who will be under the Micro & Small Category will be given relaxation in respect of Past Experience and Annual Turnover subject to meeting their quality & Technical specification.

Meeting quality and technical specification means having documents like copy of Udyog Aadhaar / NSIC / other statutory documents etc with job description in line with similar work defined under Qualifying Requirements on Technical Capability and submission of the same. Document in support of similar work to be furnished.

SCOPE OF WORK

1. Complete maintenance of the entire garden & Indoor Plants as per direction of Engineer-In-Charge.
2. Supply of plants & other material without delay as per BOQ, when required.
3. Availability of round-o-clock manpower with T&P for emergency plumbing, carpentry and other miscellaneous works related to New Digha Holiday Home must be ensured.

4. After assigning major repairing, renovation, painting, and other miscellaneous work of DVC Tower, if any, prompt action must be ensured to mobilise the gang, materials as per BOQ & T&P item etc in each front to complete the job in minimum possible time.
5. Experienced supervisor must be present at site during execution of emergency work & other renovation work. Prior intimation must be given to Guest House In-Charge & Guests by the agency before execution. Work may have to be carried at night as per requirement, on Sunday and holiday depending upon the nature of job. Disturbance / hindrance to guest and functioning of guest house due to execution should not be allowed.
6. Proper cleaning and housekeeping of the workspace after completion of the assigned job must be done by the agency. Proper safety measure must be taken by the agency as per direction of Engineer-In-Charge during execution.
7. Materials required for completing the job should be as per specification and approved by Engineer-In-Charge.

ANNEXURE-P

खंड (इन खंडों को तकनीकी वाणिज्यिक नियमों और शर्तों के तहत आदेशों के दस्तावेज में विस्तृत रूप से जोड़ा गया है)

CLAUSES (THESE CLAUSES ARE APPENDED WITH THE CLAUSES UNDER TECHNO-COMMERCIAL TERMS AND CONDITIONS DETAILED IN THE ORDER DOCUMENT)

A. कर और शुल्क / TAXES AND DUTIES: -

The contract price **shall include** all statutory taxes and duties, freight/transportation charges as applicable for execution of the jobs under the scope of contract and is inclusive of GST (considering GST @18 %).i.e. the bidder has to quote the price in GeM Portal including GST @18% irrespective of the prevailing applicable rate of GST and to compare the price of every participating bidder in same platform.

It may kindly be noted that if any bidder quotes price including GST considering some percentage of GST other than 18 %,then also his/her price will be evaluated inclusive of GST considering @18% GST.

THIS IS TO MENTION THAT THE ESTIMATED AMOUNT WHICH IS SHOWN HERE IS EXCLUDING GST.

B. ईपीएफ और श्रम कानून (जैसा लागू हो) / EPF AND LABOUR LAWS (as applicable): -

The contractor has to comply with all the provisions of EPF & ESI (as per the notification of Government of India). The Contractor has also to abide by all statutory laws and rules including labour laws applicable during pendency of this order. Latest minimum daily wage (as per the notification of Government of India) and expenditure towards EPF/ESI/Bonus etc.. as per the Govt. of India rules and notifications has to be properly compiled with.

C. कार्यो का दायरा / THE SCOPE OF WORKS: -

The scope of work shall be as specified in the SCOPE OF WORK as attached alongwith and WORK DETAILS as mentioned in this NIT in all respects to the satisfaction of the Engineer-in-Charge/Officer-in-charge of the user section.

Work under execution/executed by the contractor will always be subject to DVC's inspection and approval before acceptance and payment. Inspection of work before acceptance and payment will not however, relieve the contractor of their responsibility to execute the work strictly in conformity with the specification and drawing/samples etc.

Time is the essence of this Contract. The work shall be executed strictly as per the time of completion indicated. The period of completion includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the satisfaction of the Engineer-in-Charge.

The work should be carried out as per direction of The D.C.E.(E), Estate Section, DVC, DVC Towers, 8th Floor, Kolkata-54, DVC or his representative Engineer-in-Charge.

D. सुरक्षा पहलुओं का अनुपालन किया जाना है / SAFETY ASPECTS TO BE COMPLIED:

Adequate safety measures must be ensured as per Safety Guide available from the office of the Safety Officer, DVC, Head Quarters as well as per relevant Clause of GCC(DVC)-2016.

E. रद्दीकरण/अल्प समापन / CANCELLATION/SHORT CLOSURE: -

As per DVC's GCC (2016).

F. भुगतान प्राधिकरण / PAYING AUTHORITY: -

The Deputy General Manager (Finance) (WA), Central Accounts, DVC, DVC Towers, 4th floor, VIP Road, Kolkata-700054.

G. पत्राचार / CORRESPONDENCE: - All Correspondences are to be made to The DCE(E), Estt. Secn., DVC, 5th Floor, DVC HQ. Kolkata-54.

H. अनुबंध की अवधि / PERIOD OF CONTRACT: -

Shall be as per the scope of work as mentioned in the NIT. The date of commencement of the work shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section subsequently.

The date of commencement of the work shall be communicated to the successful contractor by the Engineer-in-Charge/Officer-in-charge of the user section after the issuance of the work order and the same shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section, as and when required.

I. गारंटी / वारंटी अवधि / GUARANTEE/WARRANTY PERIOD: -

The Guarantee/Warranty period will be as per specifications / BOQ / TASK DETAILS / WORK DETAILS and SCOPE OF WORK / Description of Work / **SCC** requirements as mentioned in this NIT.

J. बोली की स्वीकार्यता / BID ACCEPTABILITY:

Unsigned offer (offers without signature and seal on the bidding documents, techno-commercial bid sheets and price bid sheets as per DVC format) submitted will not be considered as a valid offer. Also, conditional offer will not be accepted as a valid offer. Further, quotation submitted by the bidder through fax/telegrams/E-mail will not be accepted.

K. समझौता / AGREEMENT: -

On receipt of work order, the bidder has to execute a contract agreement, in quadruplicate (as per the DVC's Format already supplied by DVC as attachment with the NIT) on a Non-judicial stamp paper of Rs. 10/- for agreement.

A 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.

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 of agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, dated and return the agreement within 14 days from the nit date of issue of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. 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 acknowledgment 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.

In exceptional cases, where in place of a Bid security, the 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 of (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.

However, the bidders must be ready with the four sets of agreement documents and should submit immediately after the issuance of the order.

L. ANNEXURE TO NIT ATTACHED WITH THIS MAIN DOCUMENT: -

Annexure-III contains the following: -

1) DOCUMENTS CHECK-LIST.

2) Instruction for Bidders vis-à-vis Other Terms and Conditions.

3) Additional FORMATS for: -

- i) **FORMAT FOR Letter of Bid.**
- ii) **FORMAT FOR AFFIDAVIT.**
- iii) **POWER OF ATTORNEY: To be uploaded by the Digital Signature Certificate Holder.**
- iv) **FORMAT FOR ANNEXURE - E (DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT).**
- v) **FORMAT FOR NO RELATIONSHIP CERTIFICATE.**
- vi) **FORMAT for Form A.**
- vii) **Format for DECLARATION ON BANNING POLICY.**
- viii) **Format for Declaration regarding Local content included in bid price.**
- ix) **Undertaking on the bidders' Letter-Head confirming to submit BIS/ISI certificates.**
- x) **CERTIFICATE under Bidder's Letterhead regarding Public Procurement Policy.**
- xi) **STATUTORY UNDERTAKING to be given as an AFFIDAVIT TO BE SUBMITTED BY THE BIDDER On non-judicial stamp paper of appropriate value regarding satisfactory performance.**

4) FORMAT for CONTRACT AGREEMENT.

Bidding against this NIT means that every bidder has meticulously understood and has gone through each point thoroughly before bidding.

M. कृपया ध्यान दें / PLEASE NOTE: -

It will be presumed that any bidder bidding against this subject tender has understood and read all the clauses, points, terms & conditions as well as all the attachments and all/any addendum / corrigendum / amendment / etc. associated with this NIT and is also fully aware and in complete confirmation of all the rules and regulations of the aforesaid tender and the tendering processes including that of the e-reverse auction (if any).

Bidding against this NIT will mean that the concerned bidder is in complete agreement with all the terms & conditions, clauses, rules and regulations of this NIT document including its attachments and that of the e-reverse auction (if any) and all/any addendum / corrigendum / amendment / etc. associated with this NIT.

Any problem arising out of internet speed, non-availability of internet facility etc.. during bidding or bidding erroneously causing any harm to the bid/rank/price of the participating bidder is the sole responsibility of the participating bidder and DVC will not be accounted for in this regards, whatsoever.

No correspondences, whatsoever shall be made / entertained in any way, in this regard. Hence, it is the bidders' sole responsibility to get themselves aware and ready of the procedures beforehand and please visit the e-tendering website and follow the instructions as given there.

THIS IS TO MENTION THAT IMMEDIATELY AFTER OPENING THE TECHNO COMMERCIAL BIDS. THE PRICE BIDS WILL ALSO BE OPENED ON THE DATE AS NOTIFIED TO THE BIDDER BY DVC.

THE E-REVERSE AUCTION SHALL FOLLOW IMMEDIATELY AFTER OPENING OF THE PRICE BIDS ON THE SAME DAY FOLLOWING THE TERMS AND CONDITION OF GeM PORTAL.

THE BIDDERS SHALL BE READY TO COMPETE IN THE E REVERSE AUCTION. THE WHOLE TENDERING PROCEDURE WILL BE GUIDED BY THE RULES AND REGULATION OF GeM PORTAL. IF ANYTHING WRITTEN IN THE WHOLE NIT IN ANY PLACE RELATED WITH CPP PORTAL, THE SAME MAY KINDLY BE READ AS GeM PORTAL.

- N.** निगम द्वारा दिया गया अनुबंध/आदेश डीवीसी के अनुबंध की सामान्य शर्तों (जीसीसी) द्वारा निर्देशित होगा और इस एनआईटी के तकनीकी-वाणिज्यिक नियमों और शर्तों के अधीन भी होगा। हालांकि, यदि तकनीकी-वाणिज्यिक नियमों और शर्तों में उल्लिखित कोई नियम और शर्त जीसीसी के विपरीत हैं, तो पूर्व प्रबल होगा।

The Contract/order placed by the Corporation will be guided by General Conditions of Contract (G.C.C.) of DVC. and are also subject to the TECHNO-COMMERCIAL TERMS AND CONDITIONS of this NIT. However, if any terms and conditions mentioned in TECHNO-COMMERCIAL TERMS AND CONDITIONS are in contradiction to that of GCC, the former shall prevail.

O. NOTE TO REMEMBER: -

Please IGNORE the ANNEXURES "A","B","C" and "D" as given the NIT document.

i.e. ANNEXURES "A","B","C" and "D" as given the NIT document shall be read as "DELETED". Instead please refer to the techno-commercial PDF and price bid excel sheets uploaded alongwith the NIT documents in the e-tendering website.

BOTH the PDF & EXCEL sheets have to be downloaded, filled-up properly and have to be uploaded at their respective places for your bid to be considered.

P. शासकीय कानून / GOVERNING LAW:

अनुबंध भारत में लागू कानूनों के अनुसार शासित और व्याख्यायित किया जाएगा। अनुबंध के तहत उत्पन्न होने वाले सभी मामलों में कोलकाता के न्यायालयों का विशेष अधिकार क्षेत्र होगा।

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

Q. विवादों का निपटारा और मध्यस्थता / SETTLEMENT OF DISPUTES & ARBITRATION :

डीवीसी के जीसीसी (अनुबंध की सामान्य शर्तें) में बताए गए प्रासंगिक खंड के अनुसार लागू होगा।

Will be applicable as per relevant clause as stated in DVC's GCC (General Conditions of Contract).

R. विषय कार्य के लिए प्राधिकरण / AUTHORITY FOR THE SUBJECT WORK: -

The DCE(E), Estt. Secn., DVC, 5th Floor, DVC HQ. Kolkata-54.

S. जोखिम खरीद:RISK PURCHASE:

DVC reserves the right to purchase the tendered items/services from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by DVC in procuring the tendered items.

Alternatively, DVC may cancel the Order / contract completely or partly without prejudice to his right mentioned above.

In the event of recourse to alternatives as mentioned above, DVC will have the right to re-purchase the tendered items to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

T. अप्रत्याशित घटना / FORCE MAJEURE:

Will be applicable as per relevant clause as stated in GCC (General Conditions of Contract) under Works & Procurement Manual' of DVC.

U. In case, performance in supplying the materials is found unsatisfactory in respect of quantity and/or quality at any point of time during the period of contract, the contract may be terminated by DVC after giving a notice to the Vendor.

V. स्वीकृति / ACCEPTANCE:

औपचारिक दर अनुबंध की डुप्लीकेट प्रति प्राप्त होने पर, सफल विक्रेता को अनुबंध की डुप्लीकेट प्रति और अन्य संलग्न दस्तावेजों को फर्म की मुहर के साथ विधिवत हस्ताक्षरित और अनुबंध जारी करने वाले प्राधिकारी को जारी करने की तारीख/दिनांक से 10 (दस) दिनों के भीतर बिना शर्त स्वीकृति स्वरूप वापस करना होगा।।

On receipt of duplicate copy of formal Rate Contract, the successful vendor shall have to return the duplicate copy of the Contract and other enclosed documents duly signed with seal of the firm and date as a mark of unconditional acceptance within 10 (ten) days from the date of issuance to the contract issuing authority.

W. PLEASE NOTE THAT ANY ALTERATION / ADDENDUM / MODIFICATION / CORRIGENDUM TO THE NIT/NIT DOCUMENTS if any, shall be published in the website ONLY AND NO-SEPARATE INTIMATION SHALL BE GIVEN TO ANYONE.

So, it is the sole responsibility of the bidders to keep track of the tender from the website for any such publication.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---