



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3915155  
Dated/दिनांक : 07-09-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-09-2023 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-09-2023 11:30:00
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 no of diesel driven hard top jeep BoleroSumoScorpio etc for Tubed Coal Mine Latehar with minimum guaranteed run of 3000KM per month and Maximum run of 6000KM per month for a period of 02 two years
Contract Period/अनुबंध अवधि	2 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/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2912112
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	58242

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Dy. Manager(Mechanical)

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power respective advising banks including IFSC Code is given below: For Head Quarter, Kolkata- Bank Name: PUNJAB NATIONAL BANK, Branch Name: Manicktala, Kolkata - 7000054, Account No.: "0082250010682" IFSC Code: PUNB0008220 ('0' Stands for zero).

(Subhamoy Mazumder)

**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. 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**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1693890849.pdf](#)

**Instruction To Bidder:**[1693890853.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1693890857.pdf](#)

**Scope of Work:**[1693890860.pdf](#)

**Service Level Agreement (SLA):**[1693890865.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1693890866.pdf](#)

**Payment Terms:**[1693890943.pdf](#)

**Penalties:**[1693890946.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1693890950.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1693890954.pdf](#)

**GEM Availability Report ( GAR):**[1693890958.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1694074293.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1694074302.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1694074308.pdf](#)

**Custom Bid For Services - Hiring Of One No Of Diesel Driven Hard Top Jeep BoleroSumoScorpio Etc For Tubed Coal Mine Latehar With Minimum Guaranteed Run Of 3000KM Per Month And Maximum Run Of 6000KM Per Month For A Period Of 02 Two Years ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one no of diesel driven hard top jeep BoleroSumoScorpio etc for Tubed Coal Mine Latehar with minimum guaranteed run of 3000KM per month and Maximum run of 6000KM per month for a period of 02 two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**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	Birendra Kumar	829206,DVC Tubed Coal Mines, At- The Carnival Hotel Banpur, Latehar, Jharkhand- 829206	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

#### A. 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 @ 5 %), i.e. the bidder has to quote the price in GeM Portal **in the following manner:-**

	Task Details	Rate	Total Cost for Two Years
A	Dry running charge of vehicle excluding driver charge and cost of diesel but including lubricant cost, cost of spares, consumable, traffic obligations and other statutory fees and charges	=144000*3.762	Rs. 5,41,728
B	Payment of 02 no. of driver with minimum wages plus EPF+ESI+bonus	=24*43472	Rs. 10,43,328
C	Monthly Running Charges in Rs/Km for 6000 km for cost of Diesel	=144000*7.973	Rs. 11,48,112

D	Overtime (OT) of maximum 100 hrs for two driver	=2400*74.56	Rs. 1,78,944 /-
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**Total Estimated Cost = (A) Rs. 5,41,728/- + (B) Rs. 10,43,328 /- + (C) Rs. Rs. 11,48,112+ (D) Rs. 1,78,944 /- = Rs. 29,12,112 /-(Excluding GST).**

**In the above estimate Cost there are four(04) components, A, B, C,D.**

**B,C & D are the fixed components and A is the only variable component.**

**Bidder has to quote against the Component A only considering the Dry Run Rate (which is to be quoted by the bidder i.e. Rs. X per km) resulting into Total Dry Run value against A= Rs. 120,000 /-\* X.**

**The fixed part is Y= B+C+D.**

**Bidder has to calculate the amount of A+Y and put the value including GST i.e. 1.05(A+Y) in GeM Portal.**

**Bidder has to keep in mind that during quoting of initial price as well as during quoting of price in e-reverse bidding, his/her quoted value of 1.05\*(A+Y) is greater than 1.05\*Y, i.e. bidder's quoted price must be greater than the fixed part as mentioned above since the component B,C & D is fixed part(with values as mentioned above to compare all the bidders in a same platform).**

**All the bidders will have to consider GST rate @5% to compare all the bidders in a same platform.**

**Price Variation Clause for Fuel & Driver wage component will be calculated at actual followed by document evidence i.e. profit or loss component of the contractor will remain same throughout the contract period.**

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**B. 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. कार्यों 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 or 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 Superintending Engineer (Mining), PROJ-TUBED-COAL MINING, Mining Department, DVC or his representative Engineer-in- Charge.

**D. सुरक्षा जमा सह प्रदर्शन गारंटी / Security Deposit Cum Performance Guarantee: -**

Security Deposit may be given in the form of BG of 10% ordered value or 10% ordered value in Advance in the form of Bank Draft.

Pro-rata deduction @ 10% is also allowed as SD for scheduled upward variation on account of variation of scope/quantity/price for any value of contract irrespective of instrument used for original SD.

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to 03 % of the ordered value in the form of Bank Guarantee (as per DVC format) within 30 days from the date of issuance of Purchase Order/Work Order, from any Nationalised/Scheduled Bank and it should have validity initially for 18 months from the date of execution of BG plus 6 months claim period thereafter.

The said BG should be extended suitably covering the entire warranty period plus 6 months claim period after despatch of materials.

**Alternatively,**

Pro-rata deduction @10% of the ordered value is also allowed as SD. The amount so deducted /accepted as SD to be refunded to the bidder after completion of warranty / guarantee period as mentioned in the contract.

No payment, whatsoever will be made till the acceptance of SDBG/deposit of initial SD as the case may be as per the terms of the contract. In case banks refuse to issue BGs having Claim Period separately, the validity period of those BGs may be taken as warranty period plus six months.

MSEs registered with MSME / NSIC ARE REQUIRED TO DEPOSIT SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE in the form as mentioned above

**E. 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.

**F. रद्दीकरण/अल्प समापन / CANCELLATION/SHORT CLOSURE: -**

As per DVC's GCC (2016).

**G. भुगतान प्राधिकरण / PAYING AUTHORITY: -**

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

**H. पत्राचार / CORRESPONDENCE: - All Correspondences related to the NIT and related with the contract/order (during the entire tenure/period of the contract) have to be made to The Superintendent Engineer (Mining), PROJ-TUBED-COAL MINING, Mining Department, DVC or his representative Engineer-in-Charge.**

**I. 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. The Contract Period for the subject contract is 730 days from the date of commencement of work.

**J. 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.

**K. 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.

**L. 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 a 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, and date 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 n- two and a half Lakh or when the bidders offer has been of 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 of Supplier/Contractor/Service Provider within 30 days as 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 re-tender 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 of (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and re-tendered.



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

**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.

- 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 शर्तें 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. 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.

**P. 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).

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

The Superintending Engineer (Mining), PROJ-TUBED-COAL MINING, Mining Department, DVC.

**R. 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.

## **S. 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.

**T.** 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.

## **U. 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.

Every Bidder must have to provide one undertaking without submission of which their bid may be rejected. The undertaking is as [follows:-](#)

**"I, M/s .....having Pan no.....& office address at .....do hereby declare that we have quoted price in lumpsum as mentioned in ATC & not in Rs. per km for the subject tender having GeM Bid id....."**

## **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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---