

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	06-06-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	06-06-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Assam
विभाग का नाम / Department Name	Public Enterprises Department Assam
संगठन का नाम / Organisation Name	Dnp Ltd
कार्यालय का नाम / Office Name	Dnpl
वस्तु श्रेणी / Item Category	Facility Management Services - LumpSum Based - Commercial; Housekeeping, Horticulture Services, O&M of Electrical Work; Consumables to be provided by service provider (inclusive in contract cost)
अनुबंध अवधि / Contract Period	1 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 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 Relaxation for Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	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), Additional Doc 4 (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

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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2664000
Payment Timelines	Payments shall be made to the Seller within <b>15</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

12

(a). 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 :**

Director & CEO, DNPL

1.No. Borpathar, Madhuban, P.O.-Duliajan, Dist: Dibrugarh, Pin-786602, Assam  
(M/s Dnp Limited)

**UIN Number NCTGC2415P**

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance

Yes

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. 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.
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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

SOR - [1778306709.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Geographic Presence in states:**The bidder must have geographical presence in the State of Assam. In support of the same, the bidder shall submit valid documentary evidence such as office registration certificate, GST registration work experience in north east, or any other relevant document showing operational presence in Assam/Northeast India

**Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::**The bidder shall provide details of total experience in providing facility management services to Government Departments, Public Sector Undertakings, and Government Autonomous Organizations.

**Scope of work:**[1778587879.pdf](#)

**Details of the premise:**[1778588510.pdf](#)

**Facility Management Services - LumpSum Based - Commercial; Housekeeping, Horticulture Services, O&M Of Electrical Work; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premises	Commercial
Type of services required	Housekeeping , Horticulture Services , O&M of Electrical Work
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Gardening , Water Supply
<b>एडऑन /Addon(s)</b>	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Nituraj Dutta	786602,1 NO. BARPATTHAR VILLAGE, MADHUBAN, PO-DULIAJAN	Project / Lumpsum Based	N/A

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 3. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DNP LIMITED  
payable at  
Duliajan

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 5. Buyer Added Bid Specific SLA

Text Clause(s)

#### 1. EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME

The Contract shall come into force and effect from the date on which the client issues a written notification to the Contractor through the Letter of Intent (LOI). Such date shall be deemed as the Effective Date of Commencement of the Contract.

#### 2. MOBILIZATION

## 2. MOBILIZATION

a) Contractor has to complete mobilization of all Tools and Tackles, personnel and associated services to commence operation under the contract within 15 days from the date of issuance of LOI via mail by Company Official.

---

## 3. INVOICE AND BILL SUBMISSION

a) Contractor will raise monthly bill based on the quoted rate for the particular items (part wise) of the contract value and submit three sets of each part invoices to Company for processing of the payments.

b) The Bidder / Firm will have to clearly mention their Banking details, Banker's Name & Branch, Account No, Banker's address, Banker's IFSC Code, A/c holder's name in the Tax-Invoice.

c) Contractor shall maintain complete and correct records of all information.

d) Every invoice/bill submitted for payment must be accompanied by:

- o Complete service report(s) for the billing period.
  - o Attendance sheets and shift records: Copy of Attendance Sheet of Contractor Personnel for each month duly certified by EIC.
  - o Complaint redressal summary and logbooks.
  - o Submission and EIC approval of all required service reports, attendance sheets, and logbooks.
  - o Continuous 24x7 operation of the WTP and pump house; Electrical maintenance and complaint handling as documented in logbooks.
  - o EIC of the respective part certification of satisfactory completion of all services for that period.
  - o Copy of return of PF and ESI Deposit of the engaged personal for the previous month.
- 

## 4. PAYMENT SCHEDULE & TERMS

a) Monthly Running Bill: Payment will be released in every month based on the quoted rate for the particular items (part wise) of the total contract value.

b) Bills shall be processed for payment only after verification that all required reports and certifications are complete and satisfactory. Incomplete submissions will be returned for correction and resubmission.

c) The Company shall, within 30 days of receipt of the invoice (submitted without any error), notify the Contractor of any disputed items, specifying the reasons thereof. In such an event, payment of the disputed amount may be withheld until the dispute is settled; however, payment of the undisputed portion shall be released as per the agreed terms.

d) Payment shall be made by Accounts department within 30 days from the date of receipt of technically correct and approved bills duly forwarded from the user department.

e) The Contractor shall bear all liabilities related to wages, ESI, PF, Bonus, gratuity, and other statutory dues of the deployed staff.

f) GST amount of each RA Bill/Invoice will be released when Input Tax Credit is reflected in GSTR-2A/2B.

g) TDS @1% or 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by DNPL. Payment of income tax on profits of the firm is the sole responsibility of the Contractor.

h) Additional material costs to be reimbursed separately upon submission of invoices with supporting receipt, if any, only approved by respective EIC.

---

## 5. OTHER TERMS AND CONDITIONS OF NIT

i. Bid submission should be in English language. It should be free from correction, overwriting, errors or omissions etc. Duly authorized representative of the prospective bidder shall sign on each page of the bid documents. Bid documents should be prepared in such a way so as to provide a straightforward, concise description of the equipment, bidder and capabilities to satisfy the requirements of this NIT.

- ii. If at any time during the examination, evaluation and comparison of NIT, DNP Ltd. on its discretion can ask the Bidder for clarification against submitted documents and facts. The request for clarification and the response shall be in writing.
- iii. One bid per bidder: A bidder shall submit only one bid. Alternative bids are not acceptable and the bid is not transferable.
- iv. Canvassing by bidders in any form, including unsolicited letters on NIT, submitted or post corrections shall render their NIT response liable for summary rejection.
- v. The cost of charges incurred in preparation and submission of NIT response shall not be entitled by any bidder.
- vi. Conditional offers will be summarily rejected. NIT which is found to be incomplete in content and/or attachments and/or authentication etc. is liable to be rejected.
- vii. No Agent/Agents or third party/parties are engaged by DNP Ltd. in this process.
- viii. DNP Ltd. is not responsible for any firm/agency expression of representing to express himself/themselves to be the agent or third-party representing DNP Ltd., in this process.
- ix. Disregard of any instruction may result in offer being ignored.
- x. All cost and expenses associated with submission of NIT shall be borne by the Bidder while submitting the NIT. DNP Ltd. shall have no liability, in any manner in this regard, or if it decides to terminate the process of short listing for any reason whatsoever.
- xi. Submission of NIT does not necessarily entitle a party or firm to award any future project related to this NIT or participate in the future tendering process.
- xii. Bids with deviation(s) to the bid conditions will be rejected.
- xiii. Each page of the e-tender documents should be duly signed with a seal otherwise the bid shall become invalid.
- xiv. DNP Ltd. reserves the right to cancel this NIT without showing any reason thereof at any stage during the process.

---

## **6. CONFORMITY TO RULES AND REGULATIONS**

The work shall be executed in the best workmanlike manner, strictly in conformity with this specification, the relevant specifications/codes of practice of the Bureau of Indian Standards (BIS) or IEC recommendations (except where specified otherwise), along with other relevant Indian/International standards with the latest amendments, approved drawings, and the instructions issued by the respective in-Charge or his authorized representative from time to time.

Equipment conforming to any other authoritative standard that ensures equal or superior quality to the above-mentioned standards shall also be acceptable.

In addition, all works shall comply with the following requirements:

- a) All electrical works shall be carried out in accordance with the provisions of the Indian Electricity Act, 2003, and the Indian Electricity Rules, 1956, as amended up to the date of tender (unless specified otherwise).
- b) The works shall conform to the relevant Bureau of Indian Standards (BIS) Codes of Practice (COP) applicable to the type of work involved.
- c) Materials to be used in the work shall bear ISI marking / UL certification, wherever applicable.
- d) All electrical installation works shall be executed in accordance with the relevant Safety Codes of Practice.
- e) Fire Insurance Regulations shall be strictly adhered to.
- f) Regulations issued by the Chief Electrical Inspector of the State Electrical Inspectorate, State Electricity

Board, Central Electricity Authority, or any other statutory authority concerned.

g) Regulations laid down by Fire & Rescue Services and the National Building Code (NBC).

h) Any other regulations prescribed by local statutory authorities.

i) Installation & operating manuals of original manufacturers of equipment.

---

## **7. GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES**

The contractor shall adhere to the Health, Safety and Environment (HSE) management system as per DNPL Specification and General Conditions of Contract. Contractor and their personnel shall observe and shall take care of all Fire & Safety and Security rules of DNPL/Regulating Authorities during the execution of work.

It shall be the contractor's responsibility to perform the work in a secure manner and following all the safety regulations as defined in relevant codes/standards.

It will be solely the CONTRACTOR's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

It will be entirely the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in DNPL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the representative of Company's HSE&C Department for safe operation.

Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

---

## **8. POLLUTION AND CONTAMINATION**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/or

b) Damage to or loss of any well; and/or

c) Any other subsurface damage or loss; and/or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

---

## **9. AMENDMENT OF BID DOCUMENTS**

a) At any time prior to the deadline for submission of bids, the DNPL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

b) Any addendum/corrigendum/clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on DNPL's website before bid due date. Bidders desirous to submit its bid have to take into consideration all the addendum(s)/corrigendum(s)/clarifications to bidder's query hosted on the above websites before submitting the bid.

c) In order to allow prospective bidders reasonable time to take care of the addendum/corrigendum into account in preparing their bids, DNPL at its discretion, may extend the deadline for the submission of bids.

---

## **10. PRICE REDUCTION SCHEDULE (PRS)**

a) In case bidder fails to complete the work/services within stipulated period then unless such failure is due to force majeure as defined in Bid document, there will be reduction in contract price @ 0.5% for each week of delay or part thereof subject to maximum of 5% of the total contract price.

b) Owner may without prejudice to its other remedies under the agreement, deduct the amount of such PRS from any money due or which may at any time become due to bidder from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and bidder agree that at the above percentage of price reduction are genuine pre-estimates of the loss/damage which Owner would have suffered on account of delay/breach on the part of bidder and the said amount will be payable on demand without there being any proof of the actual loss/damage caused by such delay/breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

---

## **11. FORCE MAJEURE**

Force Majeure condition shall be considered as any circumstances beyond reasonable control of the party claiming relief, including but not limited to strikes, lockout, civil commotion, riot insurrection, hostilities, mobilization, war, fire, flood, earthquake, malicious damage or accidents could entitle bidder to extension time.

Any such delay should be intimated within 10 (ten) days from the beginning of such delay to consider/approved, any claim without prior information may not be considered under force Majeure.

Provided the occurrence of any such event under any of the circumstances described herein above renders the performance of the obligations hereunder incapable or impossible, then, in that case the period of delivery under the contract will be automatically deemed to be extended by a corresponding period, until the occurrence of the events affecting the performance are removed or abated.

---

## **12. SETTLEMENT OF DISPUTE AND ARBITRATION**

Any dispute arising out of the contract will be first settled bilaterally between DNPL and Bidder. In case dispute cannot be settled bilaterally, it will be referred to arbitration to be by an arbitrator appointed by DNP Ltd. The bidder shall not stop the work during settlement of any dispute. All disputes shall be subjected to the jurisdiction of District Court of Dibrugarh.

---

## **13. STATUTORY COMPLIANCES**

a) The bidder shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at DNPL site or for any accident caused to them and the DNPL shall not be liable to bear any expense in this regard. The bidder shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by DNPL for whatever reason.

b) The bidder shall specifically ensure compliance of various Laws/Acts, including but not limited to the following

owing and their re-enactments/amendments/modifications:

- i. Contract Labour (Regulation and Abolition) Act, 1970
- ii. Contract Labour (Regulation & Abolition) Central Rules, 1971
- iii. Payment of Wages Act, 1936 and Payment of Wages (Amendment) Act, 2005
- iv. Minimum Wages Act, 1948
- v. Minimum Wages (Central) Rules, 1950
- vi. Employees' Compensation Act, 1923
- vii. The E.P.F. and Miscellaneous Provisions Act, 1952
- viii. Employees State Insurance Act, 1948
- ix. The Child Labour (Prohibition and Regulation) Act, 1986
- x. Payment of Bonus Act, 1965
- xi. Maternity Benefit Act, 1961
- xii. Any other as per state and central government notification/guideline/applicable laws.

Or any other Acts or Statutes not specifically mentioned hereinabove but having bearing over engagement of workers directly or indirectly for execution of such work.

c) The Contractor shall maintain up-to-date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.

d) If a bidding firm/Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

e) The contractor shall be fully responsible for complying with the provisions (including documentation and submission of reports on the above to the concerned authorities) and shall indemnify DNPL from any such lapse for which the Government/statutory authorities hereunder may take action against the Contractor and/or DNPL.

f) The insurance for the following will be covered and paid by the contractor and he shall indemnify DNPL and hold DNPL harmless in respect of all and any expense arising from any injury and/or damage in respect of:

- i. Workmen compensation and risk of accidents of contractor's own employees and representatives.
- ii. Risk of accident and death to third parties through acts of contractor's own employees and the risk of damage to the property of third parties arising out of the acts of contractor's employees and representatives.
- iii. Risk of damage to the property of DNPL through the acts of the contractor's employees and representatives.

g) The contractor will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself/themselves under this Act and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.

h) The contractor shall observe and implement all the laws of the land and the rules framed thereunder for the staff employed by him and DNPL shall in no event be liable or responsible for any default or non-observance of such laws/rules on the part of the contractor.

i) The contractor shall indemnify and keep indemnified DNPL against any damage and/or injury caused to the premises, or to the properties or to the members of the staff of DNPL through the neglect or default or otherwise of the contractor.

j) In every case in which by virtue of the Workman's Compensation Act, the DNPL is obliged to pay compensation to such person employed by the Agency (bidder) in execution of the work, DNPL will be entitled to recover from the Agency (bidder) the amount of compensation so paid.

---

#### **14. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender, Competent Authority shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the DNPL shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of

f the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

---

## **15. RESERVATION AND TERMINATION OF CONTRACT**

a) DNP Limited (DNPL) does not bind itself to accept the lowest tender and reserve the right to accept/reject/split any or all the tender without assigning any reason whatsoever.

b) DNP Limited (DNPL) reserves the right to amend or modify the terms of the Contract or keep in abeyance the execution of this Contract.

c) The DNPL shall have the right to terminate this Contract by giving 30 days prior notice, if it is found that the performance of the party is not satisfactory in line with tender Terms & Conditions which may hamper the outcome or quality of the defined scope of work in part or in full in any of the following cases:

i. The delivery of the material or required works and services is/are delayed for causes not attributable to Force Majeure for more than one week after the scheduled delivery/work/services.

ii. The Bidder is declared bankrupt or becomes insolvent.

iii. The DNPL has noticed that the selected agency/Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

iv. There is undue & willful delay in execution of work or supply of required material for the work resulting delay in completion of the work by the expected schedule as agreed upon.

v. As per decision of the Arbitration Tribunal.

vi. Non-compliance of applicable statutory obligations, as per law of land by bidder/selected firm.

d) In such case, DNPL reserves the right to execute the work by deploying any other suitable party at the expense of the defaulter party. If such situation arises, DNPL reserves the right not to make any further payment to defaulter in line with payment T&C as well as the Security Deposit submitted by party can be forfeited.

e) In the event of such termination the Company shall not be liable to pay any cost or damage to the Bidder except for payment for services as per the Contract up to the date of termination.

---

## **16. SUBCONTRACT**

The Bidder shall obtain DNPL's prior approval in writing before entering into a Sub-contract for the performance of any part of the Services, it being understood:

i. That the selection of the Sub-Contractor shall have been approved in writing by the DNPL prior to the execution of the sub-Contract; and

ii. That the contractor shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Agreement.

DNPL, at its sole discretion, reserves the right to either permit or disallow the Contractor from sub-contracting the whole or any part of the work.

---

## **17. APPLICABILITY OF LAW & JURISDICTION**

The contract shall be governed and interpreted in accordance with the applicable laws of India.

---

## **18. DAMAGE TO PERSON AND PROPERTY**

The Bidder shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-bidder or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract.

This clause shall include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, walls, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather.

The Bidder shall indemnify the Client and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Client shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Bidder without prejudice to the Client's other rights in respect thereof.

---

## **19. RIGHT TO INSPECTION**

The Competent authority or his/her subordinates shall have unabridged right to inspect and supervise the day-to-day activity of the contractor to ensure maintenance of high-quality standards conformity to the Contract specifications.

---

## **20. SETTING OUT OF WORK**

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof.

If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the DNPL's Engineer.

---

## **21. FINAL ACCEPTANCE**

When the term of contract shall be fully complied with completing all works as per approved items specifications to the satisfaction of the Department for a period as applicable, the Bidder/Firm shall have to submit completion certificate to the office of the undersigned after the satisfactory completion of the work through the executing authority for finalization of the work/payment as well as for the final acceptance of the completed work and to issue the necessary certificate thereof.

---

## **22. RIGHT TO REJECT**

The DNPL reserves the right to reject any or all the bids without assigning any reason thereof and the DNPL further reserves the right to split up the work order in favour of more than one Bidder.

---

## **23. FOR THE SUCCESSFUL BIDDER**

a) The successful bidder shall submit hard copies of all documents uploaded during the tendering process, including the Notice Inviting Tender (NIT), Original Notarized copy of Earnest Money Deposit (EMD), and techno-commercial bid documents at the DNPL office along with acceptance copy of LOI.

b) The bid documents shall be placed in a sealed envelope addressed to "The Director, DNP Ltd., Duliajan." The envelope must clearly indicate the bidder's name, address, contact number, and the corresponding NIT number.

---

## **24. AWARD OF CONTRACT**

The Owner will award the contract to the successful bidder(s), whose bid has been determined to be substantially responsive and/or have been determined as lowest and least cost to the owner and is determined to be qualified to satisfactorily perform the Contract.

## 25. SIGNING OF THE CONTRACT

- a) The successful bidder shall be required to submit the PBG within 7 days from issue of the LOI.
- b) Until the PBG is received to DNPL, the Work Order will not be issued.
- c) On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from DNPL shall be mentioned by the Tenderer.

## 6. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues

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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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 कार्रवाई 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---