



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5663348  
Dated/दिनांक : 13-12-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 26-12-2024 18:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 26-12-2024 18:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Pmo  |
| Department Name/विभाग का नाम   | Department Of Atomic Energy  |
| Organisation Name/संगठन का नाम   | Uranium Corporation Of India Limited   |
| Office Name/कार्यालय का नाम  | Jaduguda   |
| Item Category/मद केटेगरी   | Goods Transportation service - Monthly Based Service - Outside city within state; Machinery & Equipment; Open Body LCV Truck   |
| Contract Period/अनुबंध अवधि  | 3 Year(s)  |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट   | No   |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट   | No   |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | 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)<br>*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 |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/   | No   |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |
| Estimated Bid Value/अनुमानित बिड मूल्य   | 3595248  |

**Bid Details/बिड विवरण**

|   |                             |
|---|-----------------------------|
| <b>Evaluation Method/मूल्यांकन पद्धति</b> | Total value wise evaluation |
| <b>Arbitration Clause</b>                 | No                          |
| <b>Mediation Clause</b>                   | No                          |

**EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 35952               |

**ePBG Detail/ईपीबीजी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 42                  |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Works Accounts Section Jaduguda  
URANIUM CORPORATION OF INDIA LIMITED, PO Jaduguda Mines, East Singhbhum, Jharkhand 832 102.  
(Chief Manager Accounts)

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

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

**For transit insurance, determine the state of goods for insurance;JHARKHAND**

**Geographic Presence in XX States:**Jharkhand i.e. nearest to the delivery location will be preferred.

**Goods Transportation Service - Monthly Based Service - Outside City Within State; Machinery & Equipment; Open Body LCV Truck ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification            | Values                    |
|--------------------------|---------------------------|
| <b>Core</b>              |                           |
| Type of Transport        | Outside city within state |
| Nature of Goods          | Machinery & Equipment     |
| Type of Truck            | Open Body LCV Truck       |
| Size / Weight of vehicle | 17 FT LCV                 |
| Usage Variant            | As per the requirment     |
| Area of Operation        | Hilly + Plain area        |
| <b>Addon(s)/एडऑन</b>     |                           |
| Loading                  | NA                        |
| Unloading                | NA                        |
| Tracking System (GPS)    | NA                        |
| Transit Insurance        | NA                        |
| Handling                 | NA                        |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता  | Number of Vehicles for regular basis | Additional Requirement/अतिरिक्त आवश्यकता   |
|----------------|---|--|--------------------------------------|--|
| 1              | Anjor Barla   | 832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD | 1                                    | <ul style="list-style-type: none"> <li>Total No. of Trucks required - On call basis (If not required please input 0) : 0</li> <li>Estimated Number of Trips during contract Period : 900</li> <li>Duration in months (for the trucks required on call basis) : 0</li> <li>Duration in months (For Regular basis) : 36</li> </ul> |

## 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

### **PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA**

The following are the Eligibility criteria for this Non-divisible Service Contract.

#### **1. PAST PERFORMANCE CRITERIA:**

Past Performance of 'The bidder' having successfully execution (completion) of at least one (01) number of similar type of contract of "HIRING OF VEHICLES- TRANSPORT COMMERCIAL VEHICLES" to any Central / State Govt. Organization / PSU / Public Listed Company in last SEVEN (07) years ending on last date of the previous month in which BID issued.

DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE CRITERIA: - In support of the claim of meeting this technical criteria, bidder must submit following documentary proof in GeM portal.

a. Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work/ Service, various components/ Items, period and value.

b. Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order / Purchase order/ Service order, actual value of executed work and actual date of completion.

c. If the bidder has submitted an order copy from a public listed private company to fulfill the criteria listed above, FORM 16(A)/ 26(AS) of the specified contract period must also be submitted as proof of eligibility.

**2. FINANCIAL STANDING CRITERIA:**

Bidder must have been an income-tax assessee, and bidder has filed at least its one (01) income-tax return during the last three years ending on 31st March of the previous financial year in which BID was issued. [ e.g. FY2023-24 (AY2024-25), FY2022-23 (AY2023-24), FY2021-22 (AY2022-23)]. Documents/ Documentary of filled ITRs to be provided (to be uploaded in GeM-portal) by participating bidder to qualify/ meet the financial requirements of tender document.

**3. GEOGRAPHIC PRESENCE CRITERIA:** The bidder shall be local presence in Jharkhand State or Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of Jharkhand State where the services need to be provided. Documentary evidence must be provided as per the following which satisfies as a proof of local presence as per the this criteria, having the office establishment. Note-Rental agreement with local resident is not considerable for the proof of local office address proof.

I. GSTIN registration or

II. Local Employee Exchange registration [Jamshedpur/ Ghatsila, Jharkhand] for contractor as per Govt. of Jharkhand.

**4. Any bid not complying above mentioned POC requirements a) PAST PERFORMANCE CRITERIA, b) FINANCIAL STANDING CRITERIA and c) GEOGRAPHIC PRESENCE CRITERIA shall be summarily rejected.**

**5. ESI registration copy, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid**

**6. QUALIFICATION:** The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ – criteria may be allowed subject to the condition that

a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

And the opportunity of submission of additional documents will be given to all the bidders.

**7. Bids without EMD (if applicable) or copy of valid documents supporting exemption from such payments will be summarily rejected.**

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**NOTE:**

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule o

n total transaction value (i.e. price actually paid to the service provider) after deduction of GST amount from the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not payable.

### 3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

#### **SCOPE OF WORK:**

##### 1. Vehicle Specification

#### **Goods Transportation service - Monthly Based Service: Outside city within state: TATA LPT 912 / 38 HSD (17 FEET) TRUCK. Quantity : 1**

Vehicle: As per specifications given hereunder: "Open Body LCV Truck " means contract carriage of an intermediate and light commercial motor vehicle with body option of Drop side Deck fitted with all necessary fittings and accessories, along with valid registration, permit and insurance document and driver with driving license. The intermediate and light commercial motor vehicle with body option of Drop side Deck be Gross vehicle weight (GVW) Approx. 9000 kg, Load Body Dimensions HSD\* (mm) (LxWxH) 5217 mm x 2117 mm x 1835 mm & the axle configuration (no. of outside tyre x no. of driving tyre) = 4x2.

(i) Number of vehicle required = 1 no.

(ii) Nos. of months of contract period = 36 months.

(iii) Monthly Base Fare (per vehicle) inclusive of GST = Rate per month of renting of vehicle ONLY including GST ON RENTAL COST ONLY WITHOUT LABOUR COST & GST OF LABOUR COST and WITHOUT fuel cost & GST OF FUEL COST [Quoted by the bidder].

(iv) Reimbursable Cost are Fuel cost and Labour Cost as per bid terms & condition mentioned in the bid documents.

**2. CONTRACT PRICE/ RATES:** Rate quoted for Vehicle RENTAL ONLY INCLUDING GST @ 18% WITHOUT LABOUR COST AND WITHOUT FUEL COST. LABOUR COST will be reimbursed based on average mileage quoted by buyer AND FUEL COST will be reimbursed based on average mileage quoted by buyer.

Contract Price = Number of vehicle required × Monthly Base Fare WITHOUT FUEL & WITHOUR LABOUR COST per vehicle (24 hr. duty) inclusive of GST × No. of months of contract period.

Where, Rate Quoted by bidder for Monthly Base Fare (per vehicle) inclusive of GST = [Vehicle monthly rental (Rs.) per vehicle incl. GST@ 18% as per the bidder].

Important-1: The Service Provider to quote their best prices per month rate of renting the vehicle and add the GST value of amount of vehicle @ 18% on monthly rental.

The quoted/ offered rates without fuel cost, shall be inclusive of all expenses i.e. Commercial Road Permit, commercial tax liability, comprehensive insurance, commercial road tax, fitness, PUC, other statutory levies & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc and other incidental charges & contractor's profit margin, if any and safety aid for employed operators, other statutory facility etc. and also inclusive of GST other than GST on reimbursable costs.

The Service Provider to check quoted bid price on their own before authorization of quoting. Buyer will not take any responsibility in this regard.

Important- 2: The rental charge per month of vehicle shall be paid by the Corporation for complete month period. However, for un-availability of vehicle for any reason, penalty @ 2 times of rate for non-availability period excl. GST will be deducted from the running bills as per the instruction of Engineer-in-charge.

Important- 3: Regarding labour cost escalation, please refer the labour cost ATC clause. Labour per vehicle - PER DAY required = 1 Drivers- skilled labour(s) + 1 Helper- unskilled labour(s).

Important- 4: Regarding fuel cost reimbursement, please refer the fuel cost ATC clause. Average km per liter: N = Tata LPT 912/38 diesel-commercial: 04 km per liter.

Important- 5: Regarding GST reimbursement, please refer the GST ATC clause. Important : The quoted price should be inclusive of GST of quoted portion. If the GST is to be paid under RCM, the quoted price shall be considered inclusive of GST under RCM. In that case, amount of GST under RCM derived from the total quoted price (including GST) shall be deducted for making payment (RCM WILL BE APPLICABLE ONLY FOR PASSENGER TRANSPORT VEHICLE service ). This is Goods Transportation service hence 18% GST will be applicable as per GST rule.

### **3. PAYMENT CALCULATION:**

[i] Quoted/ final rate per vehicle of service provider of renting of vehicle along with other taxes & duties incl. GST but without Fuel Cost, without labour cost & its GST = Rs. X per month per vehicle.

**This is Goods Transportation service hence 18% GST will be applicable as per GST rule.**

[ii] Per vehicle rental cost for a particular month without Labour & without Fuel & without GST = (Rs. X per month per vehicle) ÷ (1+ GST in %)

[iii] So, Vehicle Rental without Labour & Fuel & GST= Sl. No. ii.

[iv] Add: prevailing min. wages of particular wage month actually disbursed as per attendance shift wise.  
= Amount Rs. A

[v] EPF Contractor contribution actually disbursed as per EPFO rate = Amount Rs. B

[vi] Min. bonus @ 8.33% & ESI @ 3.25% on gross min. wages = Amount Rs. C

[vii] Total run of particular vehicle in particular month = R km

[viii] Fuel cost = R km x prevailing rate of fuel on end date of particular month ÷ mileage as per tender document.= Amount Rs. D

[ix] Less: Penalty as per contract = (-) Amount Rs. E

[x] Total = Sl.3 + Sl.4+Sl.5+Sl.6+Sl.7+Sl.8 +Sl.9 = Amount Rs. F

[xi] Add: GST on total = GST calculated

[xii] Total work done on particular month = Amount Rs. F + GST calculated

[xiii] Less: S.D. if applicable

[xiv] Less: TDS, if applicable

[xv] Less: Income tax etc

So, payable amount to the service provider = total work done on particular month less- S.D., TDS, Income tax etc.

3.1 EXTRA PER KM CHARGES (REIMBURSABLE COST): Refer clause - Cost of fuel.

3.2 EXTRA RATES FOR NIGHT HALTS/ OUTSTATION NIGHT CHARGES (REIMBURSABLE COST) -The contractor shall have to make his own arrangements for the stay of his staff including night-halt etc. at his own risk

and cost as per requirement. However, the Corporation shall pay on reimbursement basis the night halt charges in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight. A night halt charge amount of @ Rs.300/- per night excl. GST to the driver/ operator/ helper would be reimbursed by Corporation to the contractor for the requirement of night-halt. In such case overtime payment as per above shall not be applicable.

**3.3 EXTRA HOUR CHARGES (REIMBURSABLE COST):** In case of normal service, the vehicle is deployed beyond 08 hours on any particular day, the extra hour charges admissible shall be paid by the Corporation @ Rs.60/- per hour excl. GST on reimbursement basis which shall be subject to maximum eight (08) hours paid apart from hiring charges.

In case a vehicle is utilized in night duty also at site, the owner shall be paid an extra amount of Rs.250/- per night duty excl. GST on due certification by respective EIC. In such case payment for extra hour usage as per above shall not be applicable.

In case of 24x7 service, no charges for extra hours to be paid. Note: The above payments are not a part of quoted rates in financial bids.

**3.4 TOLL AND PARKING CHARGES (REIMBURSABLE COST):** Toll charge at bridges, parking charges in Airport/ Railway station wherever become payable for the journey shall be initially paid by the contractor. However, such expenditure will be reimbursed provided the contractor claims reimbursement of the same by producing original receipts along with RA bill for the month. Such claims shall be made before completion of the following month. Note: The above payments are not a part of quoted rates in financial bids.

### **3.5 COST OF FUEL (REIMBURSABLE COST):**

Cost of fuel shall be payable on reimbursement basis by calculation of the km run by the vehicle, as signed in the log book. Note: Note: The above payments are not a part of quoted rates in financial bids.

Cost of fuel payable amount on ruling price =  $(R \times I)/N$

Whereas,

R = Total km. run during the month.

I = Ruling price of fuel per liter.

N = Mileage of the vehicle (approx.) i.e. km/ liter

The tentative Mileage of vehicles for calculation shall be considered as follows:

Average km per liter: N = Tata LPT 912/38 diesel-commercial: 04 km per liter.

The ruling price of fuel/ fuel per liter as on the last working day of calendar month will be taken in to consideration. Contractor shall fill the fuel to the vehicle at any fuel station nearby to the Corporation location and take the receipt of same for claim of fuel ruling price for fuel cost payment

The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. However, this will not be applicable for increase of spare parts, lube oil etc. and apart from this no other amount whatsoever is payable for fuel cost.

### **3.6 GST COST TO TOTAL TRANSACTION (REIMBURSABLE COST):**

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provide including fixed rental fee and reimb



ursable cost as per contract) after deduction of derived GST amount from the amount mentioned in the contract fixed rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not payable. This is Goods Transportation service hence 18% GST will be applicable as per GST rule.

Important- GST under RCM is effective from 01.10.2019 and GST will be borne by UCIL as per the applicability of GST rule for renting of passenger motor vehicle and work order terms & conditions. GST-Rules applicable from time to time will be followed. Where, UCIL has the obligation to discharge GST liability under reverse charge mechanism and UCIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to UCIL or ITC with respect to such payments is not available to UCIL for any reason which is not attributable to UCIL, then UCIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by UCIL to Contractor/ Supplier.

#### 4 UNDUE PROFITEERING

4.1 Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

4.2 Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

#### 5 LABOUR COST AND ESCALATION/ DE-ESCALATION (REIMBURSABLE COST)::

5.1 The Corporation will pay reimbursable labour cost during the contractual period in relating to wages of LABOUR COST: The Corporation will pay prevailing min. wages for avoiding unnecessary contingency in rate due to any changes in the minimum wages as per the Applicable Laws during the Contract period. Prevailing statutory minimum wages [BASIC + VDA] + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10 ) on pro-rata basis is to be disbursed to the driver of hired vehicle and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at UCIL duty.

Reimbursement of actual disbursement of wages and other statutory compliances contributions after deduction of Estimated Monthly labour cost per vehicle (i.e. min. wages, Employee share of EPF towards Social Security contributions & minimum Bonus as per amount mentioned in the bid document) from the contract monthly rental rate; will be done by UCIL to the contractor; in subsequent month on submission acquaintance against disbursement of wages in deployed driver's bank account duly signed by driver along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

In case of change in statutory wages and rates of other statutory Compliances contributions then or the modifications thereof or any other laws relating thereto and the rule, it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.

5.2 The Corporation will pay reimbursable fuel cost during the contractual period for avoiding unnecessary contingency in rate due to variation in retail fuel price. (Refer cost of fuel clause).

5.3 No other claim whatsoever will be considered for increasing the monthly charges of the Vehicle/ Equipment during the period of agreement/ extended period entered on the basis of this calculation.

## 6 PENALTY/ RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE SERVICE PROVIDER (Penalties and Fines)

6.1 RECOVERY: In case of non-availability of the vehicle due to break down, absenteeism or for any reason attributable to the contractor, a recovery @ twice the daily rate for hiring of vehicle excluding GST, labour cost and fuel cost for non-availability period shall be imposed if suitable substitute is not provided in time as per given below formula.

Penalty for non-availability =  $2 \times [(\text{Monthly Rental Charge excl. GST and labour \& fuel cost}) / (\text{no. of days in particular month} \times \text{no. of hour})] \times \text{period of non-availability}$ .

6.2 In case of payment of wages to all labour is not made on or before 7th of succeeding month, failing which necessary action will be taken as deemed fit. Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per the payment wage act, UCIL shall not be liable for any damage or compensation payable.

The decision of the Engineer-in-charge shall be final and binding on the parties. Should it appear to the Engineer-in-charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.

6.3 Any penalty/ fine imposed by any statutory authority for default towards any of the statutory provisions shall be on the contractor's account.

7 NO ADVANCE PAYMENTS: Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

## 8 Uniform:

The Helpers and Drivers will be provided uniform and shoes by the concerned contractors and the expenditure towards the same will be reimbursed to them by the corporation on submission of documents / proof of receipt as given hereunder:

1. 02 sets of uniform per year (@ Rs. 1500 x 2): Rs. 3000.00

2. 01 pair of shoe per year (@ Rs. 500): Rs. 500.00

## 9 GENERAL

9.1 Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/ Permit fees etc.as per MV Act as the case may be along with valid Registration.

9.2 Vehicles permitted to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicles which are registered for commercial use.

9.3 No sub-contracting shall be allowed in this contract and all vehicles are to be registered for deployment of contract carriage vehicles on hire to the Corporation. The vehicle should have commercial registration with personal automobile policy (PAP) in name of contractor / contractor owner.

9.4 The vehicles, taken on hire with the approval of the Engineer-in-charge(s) for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specification/ model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in Charge or its Authorized Representative will be considered as final.

9.5 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Corporation and the same shall be final and binding upon the contractor.

## 10 PERIOD OF CONTRACT:

10.1 Contract Duration: The contract would be for a period of 03 (three) years subjected to successful performance/ review, unless terminated earlier as per the contract. This agreed contract period may be extended further on the same rates, terms and conditions depending upon the requirement and administrative convenience of UCIL.

10.2 The contractor shall place the vehicle to the corporation within 45 days of placement of L.O./ work order. In case, contractor fails to place the prescribed vehicle within 45 days from the date of L.O./ work order, grace period of more days shall be allowed for which penalty shall be imposed for non-availability as per penalty clauses within the limit of Earnest Money Deposit/ Security and other rights available under the contract.

10.3 If the vehicle is not placed even after the above allowed grace period from the date of L.O./ work order, then the contract may be cancelled without prejudice the Corporation right to forfeit the Earnest Money Deposit/ Security and other rights available under the contract.

10.4 The contract normally stands terminated after the expiry of the period of the contract. However, the Corporation reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.

10.5 The Requirement of vehicles proposed are tentative and may vary as per requirement of work execution in different locations mentioned in tender and Vehicle and Vehicle Months will be carried forward on monthly basis after reconciliation of its use in the entire contract period and this provision will not restrict the requirement, as and when required during the currency of contract and decision of the Engineer-In-Charge shall be final and binding.

## 11 SCOPE OF WORK (Scope of Service):

11.1 Deployment of vehicle type- Model & Year of Manufacturing as per the vehicle specification and duty hours and number of drivers & helpers.

11.2 MINIMUM MANPOWER & EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTOR: The successful bidder shall be required to deploy minimum manpower to carry out the work - 08 hrs. per day & 6 days in the week.

11.3 In case for fulfillment of scope of work, more number of manpower is required, then same shall be de

ployed by the contractor at no extra cost.

11.4 Vehicle (s) to be provided with all other major components/ accessories, safety gear, good seats, glasses, tyres & stepney etc. The vehicle should be in excellent condition.

11.5 UCIL has the right to inspect the vehicle(s) in details before any further processing and if the quality is not good, the vehicle would be rejected without assigning any reason whatsoever, such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period. UCIL is the sole authority to decide on the quality of the vehicle.

11.6 The vehicles deployed must have necessary valid Taxi/ relevant permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/ area of operation, the Contractor has to provide necessary permits for which UCIL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

11.7 The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. UCIL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract.

11.8 Vehicle(s) deployed should be duly registered with R.T.O. under valid permit(s), all taxes paid comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

11.9 The Contractor shall ensure that vehicle(s) are kept clean and upholstery with neat seat covers duly washed/ dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.

11.10 The Contractor shall ensure that the drivers of the vehicles are given "one (01) day's off in a week" and provide alternate driver for the day.

11.11 For all vehicles shall be with fuel type as mentioned in the above table.

## 12 OPERATIONAL NORMS & CONDITIONS (Service Details and Standards):

12.1 The contractor shall be required to deploy the vehicles conforming to specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M.V. Act/ Rules in force.

12.2 The vehicles are required to report to sites/ locations as per the direction of the Engineer-in-Charge and may be required to stay overnight on temporary duties.

12.3 Carrying out all type of daily and other Schedule Maintenances, all type of Major or Minor repairs, fueling of vehicles, Costs on account of change/ replacement of any or Spare parts, Tyres, Battery, Lubricants, maintaining of vehicle interior as per UCIL's directive/ standards, expenditures on account of Drivers salaries, their uniform, ESI and PF, etc. and also on account of obtaining and maintaining of road tax, all kind of permit, licenses, insurances and any other Govt. Taxes and levies etc.(except for which as specific clause/provision is mentioned in the Tender Form).

12.4 The vehicle shall be allowed to go out for filling of fuel. For the purpose of filling fuel in the vehicle tank max. ½ an hr will be allowed and odometer/ hrs.-m reading will be recorded in both cases e.g. when released and reported back. The contractor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying driver shows his inability and the corporation's employee/ officer or any other authorized persons utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the contractor's bill.

12.5 Drivers of the vehicles normally should not be changed during currency of contract. The contractor shall ensure that the driver(s) provided on vehicles is/ are well dressed, smart in turnout and is/ are disciplined, courteous and behave properly with the Corporation's personnel. The contractor shall withdraw such driver(s) from duties, who do not behave in a proper/ disciplined manner or who resumes work under the influence of liquor etc. The Corporation's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the vehicle(s) shall not be accepted.

d for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied. Accommodations for the Drivers are contractor's responsibility only.

12.6 The contractor shall have to make his own arrangements for the stay of his staff including night halts at his own risk and cost and also for repairs and fueling etc. of the hired vehicle(s) as per requirement. However, the corporation shall pay "night-halt charges" in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight.

12.7 The driver/ contractor shall not carry any unauthorized passenger in the vehicle on duty hours. In case the same is detected, no payment shall be admissible for the day/ days of such occurrence. In case contractor/ driver ignores the instructions, the vehicle shall not be accepted and penalty Rs.1000/- per instance shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring/ cancellation of contract.

12.8 The Contractor shall display a mark "ON UCIL DUTY" on all vehicles at his cost for making the vehicle conspicuously distinguishable from a distance. The contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Corporation.

12.9 Before and after the duty hours and on holidays, the vehicles deployed for duty shall not be used for any other purpose.

12.10 Speedometer, Kilometer Recorder and other instruments/ meters must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the contractor until such rectification the kilometer for such distance/ places as verified and certified by the office/ staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing etc.

12.11 The monthly rent includes Sundays and holidays in a month. Regular vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition, i.e. any one Sunday subject to the convenience of the user. The vehicle is allowed a maximum of 75 kms run only including to & from per month for maintenance purpose. However, contractor has to provide suitable substitute/ replacement vehicle during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

12.12 Vehicles shall not leave duty point for any purpose without the specific permission of the user.

12.13 Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Corporation.

12.14 Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, from etc. should be carried by vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Corporation's per directions of the representative(s) the Corporation at the worksite.

12.15 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

12.16 The driver should be conversant with local language preferably having knowledge of Hindi & English

12.17 The contractor shall maintain the vehicles in absolute good condition. If any vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. The Corporation makes alternative arrangement; the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by Corporation in addition to deduction of day(s) payment.

12.18 In case of loan sanctioned by a financial institution, EMI should be paid on time and documentary proof of the same to be produced, when specifically asked by EIC and failure to do so contract may be terminated and in case of complain received from financial institution (or incidence of recovery during contract period), hiring of vehicle shall not be considered for complete period of contract.

## 13 VEHICLE DOCUMENTS:

13.1 The Vehicles should be fit in all respects for operations in accordance with the Motor vehicle Act, the rules and the laws as applicable from time to time. The vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi permit, Pollution Control Certificate, Insurance certificate, fitness certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/ temporary road permits or parking fees etc. If any required during and for the duty with the Corporation. The responsibility of any lapse in this regard shall be that of the contractors/ vehicle owners exclusively. The Corporation, its officers/ employees shall in no way be responsible for any lapse/ default of the vehicle owner/ contractor, and the Corporation, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default. In case the vehicle is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the contractor. If the vehicle(s) is held up by Police/ RTO/ any other agency & not being used for the Corporation, penalty clause as mentioned in this tender document shall apply. Insurance means insurance for vehicle as well as operators.

## 14 RESPONSIBILITIES OF THE CONTRACTOR

14.1 Detailed responsibilities of contractor are mentioned in bid document..

14.2 Contractor has to comply with all labour laws applicable from time to time.

14.3 The contractor shall maintain all records and registers applicable from time to time.

14.4 Details in support of RA Bill as per bid document.

14.5 The successful contractor is required to submit indemnity & agreement as per UCIL's format.

14.6 The successful contractor is required to submit an undertaking form the deployed contractual labour as per UCIL's format.

14.7 Prevailing statutory minimum wages BASIC + VDA + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver(s)/ helper(s) of hired vehicle and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at work of UCIL.

14.8 Monthly package payment shall be made by UCIL to the contractor in subsequent month on submission on acquaintance against disbursement of wages in deployed driver's bank account duly signed by driver along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

14.9 Amendment in statutory compliances acts: In case of rule of statutory compliances acts is enacted, promulgated, abrogated or changed then it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.

14.10 Log book maintenance: In case of not getting the log, book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The log book must be got filled-in from user on day-to-day basis.

## 15 FOR LOSSES AND DAMAGES CAUSED BY CONTRACTOR

15.1 The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all

l resulting losses and/ or damages to:

- a) the Services themselves or
- b) any other property of the Procuring Entity or
- c) The lives, persons, or property of others.

15.2 In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

15.3 The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

#### 16 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

16.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Corporation shall be completely free from any liability of any nature connected with the accident/damage(s) Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or damage to any property or person. The includes any third-party claims. However, if the damage or loss is incurred by the Corporation or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any compensation/damages if any sustained by the Corporation on this account.

Contractors shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment or the property or personnel of the Corporation. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third-party including loss of life, permanent injuries etc. by his/ their vehicle(s), in addition to damages/ disabilities/ death etc. caused to the employees and property of the Corporation. Contractor shall reimburse on demand and without any demur the compensation/damages. If any, sustained by the Corporation on this account.

16.2 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Corporation.

16.3 The Corporation shall not be responsible for any claim/ compensation that arises due to due to damages/injuries/pilferage to Contractor's vehicles/property under any circumstances while the vehicle(s) is on duty of the Corporation.

#### 17 INSURANCE:

17.1 Hired vehicle(s) should be fully/ comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

17.2 Contractor shall be responsible to submit copies of insurance cover and other Documentation in respect of vehicles deployed with the Corporation on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

17.3 Contractor should produce necessary ESIC code before commencement of work or coverage under Workmen Compensation Act who is not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same, if applicable. Note: The premium of Workmen Compensation Insurance is not a part of quoted rates in financial bids, if applicable reimbursement of premium made by the Corporation to the Contractor.

#### 18 BILLING AND PAYMENT:

18.1 Contractors shall submit bills duly certified by designated officers of UCIL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Corporation (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The complete in all respects will be processed and paid within 30 days from the date of receipt by the concerned Account Section.

18.2 All the payments will be made through e- banking only.

18.3 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Corporation shall not pay any interest for any delayed processing of the bills.

18.4 No interest shall be payable on withheld amounts.

18.5 Further, the UCIL reserves the right to withhold the appropriate % amount from the running bills of the contractor, if PF/ESI contribution are not paid by him and proof to the effect is not submitted regularly on due dates.

18.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.

18.7 PAYING AUTHORITY: Works (A/c) UCIL, Jaduguda shall be the paying authority.

19 All other provisions and conditions which have not been touched by ATC, ITB, SCOC, GCOC shall remain applicable as per GTC & SLA.

20 Employment of Labour :-The contractor should as much as possible employ the local labour for the said work. The MSE /other enterprise and unit must have encouraged available local people in employment.

#### 4. Buyer Added Bid Specific SLA

Text Clause(s)

##### SPECIAL CONDITIONS OF CONTRACT- SCOC

###### 1. Prices:

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.



Bidders have to quote rate on GeM portal including GST applicable as on bid due date. The Contract Sum is the "price inclusive GST", i.e. inclusive of GST of quoted value and all taxes & duties and all other statutory levies applicable, including costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.

The reimbursable costs as mentioned in the tender document shall be inclusive of GST, will be in extra on submission of valid required documents & valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to variation under adjustment/ quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

## 2. Earnest Money Deposit (EMD) / Bid Security: -

Earnest Money Deposit (EMD)/ Bid Security shall be deposited by way Account Payee Demand Draft/ online through RTGS / internet banking. E.M.D. shall not bear any interest.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract.

The EMD / Bid Security will be forfeited and is liable to GST at applicable rate, if

- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- (v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- (vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- (vii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The EMD/ Bid Security of the successful Tenderer to whom the contract is awarded will be returned or adjusted into Security Deposit (SD) after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract

agreement then the EMD/ Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

### 3. Validity of Tender: -

Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by UCIL as 'nonresponsive'. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

If required, the Corporation may request the Tenderer to extend the "bid validity period". The request and responses thereto shall be made in writing or through GeM portal, if a tenderer accepts to extend the period of validity of bid. The tenderer accepting such request shall not modify their bid on their own. A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.

### 4. Deviation: -

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. UCIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note UCIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. UCIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. UCIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices,

### 5. Award of Contract:-

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

### 6. Privilege Clause:-

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action..

### 7. SECURITY DEPOSIT (SD):

Total amount of Security deposit (SD) shall be limited to 10% of the awarded value of work. Fifty percent ( 50%) of this amount (i.e. 5% of the awarded value of work) shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

#### a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

(i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).

(iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

(iv). In addition to the above, if contractor failed to submit the initial security deposit, S.D. value of the work will be deducted from the 1st / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ X % of the running account bills till the full amount of initial security deposit (i.e. fifty percent of 10% SD) is realized/ retained by the Corporation.

In addition to the above, further amount to the extent of the 5 % of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10 % of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

#### c) REFUND OF SECURITY DEPOSIT:

Initial Security Deposit shall be refunded as per EIC/ OIC recommendation to the Contractor on due and satisfactory performance of contract and after completion of all compliance by the contractor towards conditions & other related clauses as stipulated in tender documents & work order.

The remaining portion of the security deposit shall be refunded to contractor on expiry of the Defects liability period for guarantee/warranty/ performance guarantee & other related clauses as stipulated in the purchase/work order or after payment of the final bill payable whichever is later and on receipt of "no dues certificate" from EIC/ OIC, provided if the contractor is not liable to pay any money to UCIL under any other contract.

#### 8. FORFEITURE OF SD:

The SD shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

o In case of any failure whatsoever on the part of the contractor at any time during performance of his part

of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

o If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

#### 9. Contract Agreement:-

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (thirty) days from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.

Within 30 days of issue of LOI, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer/ action as per declaration for Bid Security.

#### 10. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoice(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion (after completion of all obligations under the contract) letter in duplicate by the contractor.

#### 11. Tax & Duties: -

The Contractor shall:

(a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxes payable in connection with the carrying out of Work under Contract; and

(b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

#### 12. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

#### 13. Insurance:-

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or

machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In-charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

#### 14. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/ Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

#### 15. Penalty (Liquidated Damage): -

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties). LD is liable to GST at applicable rate.

(b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

(i) Delay attributable to UCIL / Force majeure:

LD Not Applicable

Taxes & Duties Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.

Price Variation Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period.

(ii) Delay attributable to Supplier / Contractor:

LD Applicable

Taxes & Duties Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.

Any decrease in taxes and duties during the extended period will be availed by UCIL

Price Variation Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.

For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

(c) The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.

## 16. Variation in Price:

Unless the Clause Price Adjustment provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment or any account.

## 17. Termination for Insolvency:

The Corporation may at any time terminate the Contract by giving written notice of four weeks to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent.

## 18. Defaults, Breaches, Termination, and closure of Contract

### 1) Termination due to Breach, Default, and Insolvency

#### a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

i) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

ii) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

iii) Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

#### b) Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

#### c) Terminations for Default

i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.

#### d) Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

ii. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

iii. Recover liquidated damages and invoke denial clause for delays.

iv. Encash and/ or Forfeit performance or other contractual securities.

v. Prefer claims against insurances, if any.

vi. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

vii. Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

viii. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

#### e) Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

## 2) Termination for Default/ Convenience of Procuring Entity and Frustration

### a) Notice for Determination of Contract

i) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

ii) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after

that to the Parties.

iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.

v) The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

(1) To get any portion of the balance completed and delivered at the contract terms, conditions, and price; and/ or

(2) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

#### b) Frustration of Contract

i) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

ii) However, the following shall not be considered as such a supervening cause

iii) Lack of commercial feasibility or viability or profitability or availability of funds

iv) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

#### 3) Closure of Contract

The contract shall stand closed upon

1) Successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

2) Termination and settlements after that, if any, as per Termination due to Breach, Default, and Insolvency or Termination for Default/ Convenience of Procuring Entity and Frustration.

19. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

#### 20. Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised



in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Services. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

#### 20.1. Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

#### 20.2. Extension for Delay Not Due to Contractor

If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

- (a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
- (b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
- (c) any act or neglect of Procuring Entity's employees or
- (d) delay authorized by the Contract Manager pending arbitration or
- (e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
- (f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
- (g) give the necessary notice to commence the services, or
- (h) any other delay caused by the Procuring Entity due to any other cause whatsoever.
- (i) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

#### 20.3. Extension of Time for Delay Due to Contractor

If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in contract, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per contract clauses.

Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of

time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

## 21. Suspension of Services

### 21.1. Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is - Provided for in the contract, or Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or Necessary for the safety of the Services or any part thereof

### 21.2. Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than an aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

### 21.3. Suspension Lasting More Than 3 Months

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

### 21.4. Force Majeure

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

(b) Notwithstanding the remedial provisions contained in Damages and Deductions Thereof and Termination due to Breach, Default, and Insolvency, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

22. Permits, Approvals and Licenses: Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

### 23. Labour Codes and Related Obligations

#### 23.1. Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

#### 23.2. Obligations of the contractor under Labour Codes and Rules

a) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

b) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

c) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

e) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the con

tractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

### 23.3. Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

#### 23.3.1. Provisions for Workers:

At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.

The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.

Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.

All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:

(a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.

(b) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

23.3.2. Medical Facilities: the contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

#### 23.3.3. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.

(i) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certifi

cate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

(ii) Medical Re-Examination of Labour: Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

## 24. Governing Laws and Jurisdiction

### 24.1. Governing Laws and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### 24.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

25. NOTE: - In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

Part-1: Compliances under various Labour Laws:

**CONTRACTOR TO ENSURE THE PAYMENT OF WAGES AND EXTEND COVERAGE UNDER SOCIAL SECURITY LEGISLATION TO CONTRACT WORKERS**

1. Minimum wage/ UCIL notified rate (Reimbursable as per payment calculation ): Minimum Rates of wages as notified by Central Government or UCIL notified rate, whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification.

2. Employees' Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges. (Reimbursable as per payment calculation ) The rates notified by Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952 (ii) EPS, 1995 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.

3. Employees' State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923. (Reimbursable as per payment calculation, if applicable) : The rates of contribution as prescribed by the Government with specific notification on the date of floating of tender and subsequent changes if any as per Government Notification.

In case the work center is situated, in an ESI non-implemented area / contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/ contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medical Liability.

4. Bonus. (Reimbursable as per payment calculation ) Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act , 1965 and submit proof of payment of bonus in Form - C and Form - D to UCIL.

5. Death Gratuity. (Reimbursable as per payment calculation ) : In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

7. Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities) (Reimbursable as per payment calculation ) Cost of Safety Kit & Liveries in terms of Safety provisions under Factories Act, 1948 (for workers working in factories only). The contractor to provide safety kits and liveries (i.e. shirts, trousers, socks and safety shoes as per safety norms of UCIL) and submit proof of purchase & distribution with UCIL. The same may be provisioned per person per annum.

8. Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. (Reimbursable as per payment calculation ) : Contract to regulate the same in line with the provisions under the Maternity Benefit Act 1961. In case replacement is provided by the Contractor in lieu of the Women workers availing Maternity leave, her name should not be struck from the Muster Roll/Attendance Register during the period of Maternity Leave.

a) The Employees Provident & Miscellaneous Provisions Act 1952:

i) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.

ii) The contractor has to ensure compliance under EPF 1952, EPS 1995 & EDLI 1976.

iii) The contractor should submit copies of separate e-Challans / ECR, in respect of contract workers engaged through this contract only, with acknowledgement from PF office, on a monthly basis. Common challans would not be acceptable in UCIL.

iv) PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion be carried out as per provisions of EPF Scheme 1952.

b) The Payment of Wages Act 1936:

i) Ensure Monthly timely disbursement of Wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintained records /returns as prescribed.

- ii) The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge.
- iii) After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) jointly with specific seal detailing name/designation/Company.
- iv) The payment / disbursement is to be carried out cashless through net banking/ digital mode and certification is to be done based on Bank Statement in the same manner.

c) The Minimum Wages Act 1948 :

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The Minimum Wages in case of revision shall be revised and paid to the Contractor workers by the Contractor ensuring the statutory compliance under EPF Act and ESIC i.r.o. the revised wages. The rates of Minimum Wages declared by Central Labour Department or State Labour Department, or UCIL Notified Rates (if any) whichever is higher shall be made applicable during the tenure of contract.

d) The Employees State Insurance Act 1948: (If applicable)

- i) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- ii) The contractors shall submit the Separate eChallans / ECR along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
- iii) The contractor has to arrange Smart Cards/e-Pehchan Card to contract labours engaged by him from the Corporation.

e) The Employees Compensation Act 1923:

In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum compensation liability under Employee Compensation (i.e. EC) and Medical Policy towards medical expenses liability in lieu of ESI @ 3.25% of wages annually extending coverage to all workers.

f) The Maternity Benefit Act 1948:

In case of any woman contract worker eligible for benefit under the Act, contractor should abide by the regulation and should not remove her name from Employee Register (Form A) during the period.

g) The Payment of Bonus Act, 1965:

Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus in Form - C and Form - D under the Act to UCIL.

h) The Payment of Gratuity Act 1972:

In case of Death or disablement of a Contract worker during execution of work under the contract, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

i) Factories Act, 1948 / Shops & Establishment Act:

Casual Leave/ Earned leave/ Gazetted Holiday are regulated in terms of Shops and Establishment Act /Factories Act /Model or UCIL Standing Order.

j) Provision of Compensatory Off/ Overtime Wages:

Compensatory Off/Overtime Wages are Mandatory Provisions and be regulated as per the regulation and paid to the Contractor workers regularly. Contractor to ensure maintain records and register as prescribed.

k) Industrial Dispute Act 1947 :

The provisions under Industrial Dispute Act 1947 pertaining to Lay-Off should be observed and layoff compensation should be ensured to effected workmen.

l) Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996: (If applicable).

The provision under Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996 along with Rules 1998 with Cess Act and Rules should be ensured through Contractor exclusively for Project Works.

m) Mines Act 1952 : (If applicable)

The Provisions under the Mines Act 1952 and Rules 1955/85 must be regulated through the Contractor exclusively for work undertaken by E & P Group.

n) Contract Labour (R&A) Act, 1970 :

i) The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.

ii) The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time

iii) The Contractor shall ensure Regular and effective supervision and control of the deployed contract workers and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non- camouflaged state of the Contract.

iv) Contractor shall provide proper Bio-metric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.

Part-2: REGISTERS ARE TO BE MAINTAINED & ISSUE THE CERTIFICATES ETC. BY THE CONTRACTOR/ FIRMS

A. During the currency of the contract, the contractor has to maintain the following registers under Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 and its amended Rules prescribed under "Ease of Compliance to Maintain Register under various Labour Laws Rules, 2017" like:-

1. Employee Register in FORM - A
2. Wage Register in FORM - B
3. Register of Loan/ Recovery in FORM - C
4. Attendance Register in FROM - D



5. Issuance of Service Certificate in FORM - VIII
6. Issuance of Employment Card in FORM – XII
7. Issuance of Wage Slip in FORM XIX (19)

B. Employee State Insurance Act, 1948: During the currency of the contract, the contractor has to maintain register (if applicable) e.g.:

1. Register of Employees in FORM -6
2. Accident Book in FORM -11

C. Employees Provident Fund & Miscellaneous Provisions Act, 1952:

1. Monthly return in FORM-5 for employees qualifying for membership of the PF fund.
2. Contribution card in FORM-4
3. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM-6
4. Consolidated annual contribution statement in FORM-6. Copy of same should also be given to the individual contract worker and EIC every year.

D. The payment of Bonus Act, 1962: During the currency of the contract, the contractor has to maintain following registers:

1. Register showing the details of the amount of bonus due to each of the employees, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM-C
2. The Contractor shall send a return in FORM-D to the Inspector so as to reach within 30 days after expiry

E. Factories Act, 1948/ Shop & Establishment Act:

The contractor has to maintain the Leave with wages Register as per provision of Factories Act, 1948/ shop & Establishment Act of respective State.

F. Additional Online Returns:

The contractor has to maintain the return submitted online Portal of Government of India and submit a copy of the same to UCIL, if demanded.

G. At the time of closure of contract:

The contractor has to obtain No Objection certificate (NOC) from Personnel Department/ User Department for all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ ESI contributions, Insurance and other payments.

Part-3: Documents to be submitted by the Agency/ contractor to Engineer In- Charge at various stages during the currency of the contract:

A. Immediately after issuance/receiving of Letter of Intent (LOI):

1. Details as required for issuance of FORM - VII (Notice of Commencement of Work)
2. Application for issuance of FORM -III (Form of Certificate by Principal Employer) for obtaining
2. Labour License from Licensing Authority for engaging 20 or more contract workers.
3. Copy of FORM - VI (License) before commencement of work if 20 or more contract workers are engaged.
4. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
5. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC / Employee Compensation Policy (wherever applicable)

**B. At the time of submission of monthly bills:**

2. Copy of Wage Register in FORM - B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authorised person in UCIL.
3. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/ digital mode.
4. Copy of Separate eChallan/ ECR for the proof of Provident Fund contribution and ESI contribution deposit along with details of contract workers, PF account No. / ESI No., contributions of contract worker and employer etc. for the previous month, in respect of contract workers deployed by them in UCIL through this contract only.
5. Copy of the wage slip issued to the Contract Workers duly signed and sealed.
6. Total calculation sheets for wages & other social security heads etc.
7. UCIL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ ESI authorities, where deemed necessary.

**C. Evaluation of Bill and Release of Payment:**

Bill should be evaluated based on the actual payment released/ incurred under various heads of components as stated above. The Contractor to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.

**D. At the time of closure of contract:**

1. Copies of Service Certificate in FORM - VIII issued to the Contract workers
2. Copy of the Wage Register in FORM - B for the last month.
3. Copy of Employment Card in FORM - XII issued to the Contract workers.
4. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers.
5. Details as required for issuance of FORM - VII (Notice of Completion of Work)

Before making payment of the last bill/ invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in UCIL, shall verify from the EPF/ ESI through respective web portals the detail/ status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect UCIL shall take appropriate action against the Contractor.

#### E. DOCUMENTS TO BE SUBMITTED ON ANNUAL BASIS:

1. The contractor has to carry out responsibilities as envisaged in section 36B of PF and Misc. provisions Act 1952 and submit copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in UCIL.
3. Half yearly returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.
4. Contractor is sole responsible to provide Annual EPF Statement to his contract labour/workers/employees and UCIL during the currency of the contract period.

F Contractors should employ only the persons with established identity. Dy. Commandant, CISF, UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Dy. Commandant, CISF, UCIL.

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

“URANIUM CORPORATION OF INDIA LIMITED”

payable at

“JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”

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

#### 6. 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

“URANIUM CORPORATION OF INDIA LIMITED”

payable at

“JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”

. 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.

#### 7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Uranium Corporation of India Ltd

Account No.

33135840169

IFSC Code

SBIN000227

Bank Name

SBI Jadugoda

Branch address

P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**Disclaimer/अस्वीकरण**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

---Thank You/धन्यवाद---