



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6146818
Dated/दिनांक : 28-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-06-2025 19:30:00
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
क्रेता ईमेल/Buyer Email	buycon15.ucil.jh@gembuyer.in
Item Category/मद केटेगरी	Monthly Ambulance Service (All Inclusive) - All inclusive service except fuel. Fuel charges to be reimbursed separately or arrangement of fuel to be done by the buyer; Type B Patient Transport Vehicle; MPV; Force Trax Ambulance, Mahindra Bolero Ambul..
Contract Period/अनुबंध अवधि	3 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
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	3732905
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	37329

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Manager Accounts

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO
(Rahul Singh)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
6. 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.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Monthly Ambulance Service (All Inclusive) - All Inclusive Service Except Fuel. Fuel Charges To Be Reimbursed Separately Or Arrangement Of Fuel To Be Done By The Buyer; Type B Patient Transport Vehicle; MPV; Force Trax Ambulance, Mahindra Bolero Ambul.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Procurement Model	All inclusive service except fuel. Fuel charges to be reimbursed separately or arrangement of fuel to be done by the buyer
Ambulance Type	Type B Patient Transport Vehicle
Ambulance Model	MPV
Model Variants	Force Trax Ambulance , Mahindra Bolero Ambulance
Air Conditioning Requirement	AC
Usage Variant per month	Up to 700Km Per Months 24X7
Duty days in a month	All days including holidays
Year of Vehicle Model	2021 , 2021 Or Later
Km travelled	Up to 25,000 KM
Fuel Type	Diesel
Addon(s)/एडऑन	
Consumables & Medical Supplies	NA
Additional Details/अतिरिक्त विवरण	
Location Address	Jamshedpur
zipcode	832107

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 Ambulances Required	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Ambulances Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Samant Hembram	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1	<ul style="list-style-type: none"> Number of Months during Contract Period for which service is required : 36

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

1. Buyer Added Bid Specific Scope Of Work(SOW)

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

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:

The bidder should have experience of similar completed works during last SEVEN (07) years ending on last date of the previous month in which BID issued should be either of the following:

- One similar completed work costing not less than Rs. 29, 86,324/-
- Two similar completed works costing not less than Rs. 18, 66,452/-
- Three similar completed works costing not less than Rs. 14, 93,162/-

Similar Work Means: Experience of 'The bidder' having successfully execution (completion) of similar type of contract of "HIRING OF AMBULANCE OR PASSENGER OR TRANSPORT COMMERCIAL VEHICLES" to any Central / State Govt. Organization / PSU / Public Listed Company/Private Limited Company.

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

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

2. FINANCIAL STANDING:

Average annual financial turnover during the last 03 (three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender i.e Rs. 11,19,871.00 (The "Previous financial year" shall be computed with respect to the Publication date of BID).

- The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder

idder.

2) If any bidder does not submit the Turnover value for any of the 03 years, the bidder will not disqualify and instead shall consider all 3 years for computing the average assuming a value of "zero" for the year for which no information has been furnished by the bidder.

3. GEOGRAPHIC PRESENCE: Office registration certificate: 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 in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment. Note-Rental agreement with local resident is not considerable for the proof of local office address proof.

i). Trade License issued by the local authority in the name of the Firm or

ii). Landline phone number in the name of the Firm or

iii). Electricity bill for last one year in the name of the Firm or

iv). GSTIN registration or

v). Udyam/MSME/Udyog Aadhaar Certificate.

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

5. Any bid not complying PQC requirements shall be summarily rejected.

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.

3. Buyer Added Bid Specific SLA

Text Clause(s)

1. In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions and UCIL's Additional Terms & Conditions (ATC), then UCIL's ATC shall supersede all GeM SLA conditions and shall be binding on the contractor.

2. Ambulance Specification (quantity 01 number):

Force or same type reputed make vehicle - commercial for 08-hour duty.

Vehicle Type: Ambulance Single Stretcher

Model: 2021 or Later

Year of vehicle model: 2021 or Latter

Registration: Commercial registration with Jharkhand.

Permit: All India Permit.

Fuel Type: Diesel

Air conditioning Requirement: YES

Preferable colour: White

3. PERIOD OF CONTRACT:

The contract period would be for a period of 03 (Three) years subjected to satisfactory performance and review, unless it was terminated earlier in accordance with contract's terms. This agreed contract period may be extended further on the same rates, terms and conditions depending upon their requirement and administrative convenience of UCIL.

4. The contractor shall place the vehicle to the corporation within 30 days of placement of L.O.I/ work order. In case, contractor fails to place the prescribed vehicle within 30 days from the date of L.O.I/ Gem work order, grace period of more days shall be allowed for which penalty shall be imposed as per penalty clauses within the limit of Earnest Money Deposit/ Security and other rights available under the contract.

5. 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.

6. The monthly rent excludes 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 08 hours and 75 kms run only including to & from per month for maintenance purpose and the contractor have to submit the record/ invoice against maintenance. However, contractor has to provide suitable substitute/ replacement vehicle (if required) during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

7. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

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. This 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.

8. LABOUR COST (REIMBURSABLE COST): 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 i.e. min. wages, other statutory Compliances towards Social Security contributions & minimum Bonus 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. Note: The above payments are not a part of quoted rates in financial bids.

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.

9. COST OF FUEL (REIMBURSABLE COST):

M&M Bolero (Top Model) or same type reputed make vehicle - AC BS VI Diesel- Commercial - NON-A/C 12 KM per liter & AC 10 KM per Ltr

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.

10. Penalty: In case of non-availability of the vehicle due to break down, absenteeism or for any reason att

ributable to the contractor, a penalty @ double will be deducted

(a) Suppose Monthly Rent is Rs 23,000/-

(b) Driver wage Rs 736 for 8 hours duty

(c) Month day taken as 30 days

(d) If vehicle is Breakdown for 2 hours than

(a+) Rs 23,000/30days = Rs 766.66/24 hours = Rs 31.94 per hour

For 2 hour breakdown Rs 31.94 X 2 = Rs 63.88 @ double = Rs. 127.76

(b+) Rs 736/8 hour duty = Rs 92 per hour X 2 hour = Rs 184 @ Double = Rs 368/-

* Total Deduction for 2 hour Breakdown of the Vehicle will be (a+) + (b+) = Rs. 127.76 + Rs. 368 = Rs 495.76 from R.A bill.

11. 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. Also, a penalty @ Rs.200/- per day or higher penalty for default period upto maximum 30 days will be imposed also subject to a maximum of 5 per cent of the contract value. 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.

12. Uniform:

The 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:

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

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

13. Ambulance DOCUMENTS:

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. Retrenchment Benefit :- As per the Industrial Disputes Act, 1947 Sec.25F, in case an employee has completed 240 days then he will be entitled to 15 days retrenchment compensation besides one month's salary in lieu thereof as if he has worked for one year.

Retrenchment compensation @ minimum wages of 15 days without any deduction and the expenditure towards the same will be reimbursed to them by the corporation on submission of documents / proof of receipt

15. BILLING AND PAYMENT:

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.

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

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.

No interest shall be payable on withheld amounts.

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.

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

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

16. DISPUTE RESOLUTION MECHANISM AND LAW:

16.1 CONCILIATION:- Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.

16.2 MEDIATION: Any disputes or differences, which are not settled amicably through conciliation, then either

her of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time

16.3 AMRCD :- Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.

16.4 Arbitration: Any disputes or differences where 51.3 is not applicable, the parties may go for arbitration as per the provisions of Arbitration & Conciliation Act, 1996 provided the dispute is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

16.5 Jurisdiction Clause:-Jurisdiction of court shall be either the place where the work is executed or where the supply of materials is being made.

16.6 WORK TO CONTINUE: Works under the Contract should be continued by the Contractor during the pendency of the above dispute resolution mechanism procedure, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or by the order passed by the court having jurisdiction mentioned hereinabove.

In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions and UCIL's Additional Terms & Conditions (ATC), then UCIL's ATC shall supersede all GeM SLA conditions and shall be binding on the contractor

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

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

This Bid is governed by the [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---