बिड संख्या/Bid Number: GEM/2026/B/7981603

दिनांक /Dated: 19-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम/Office Name	Jaduguda
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hodpurchase.ucil@uraniumcorp.in Buyer Email id: jadmech@ucil.gov.in
वस्तु श्रेणी /Item Category	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title no 1 Crane Details 10 TON Double Girders EOT Crane Installed at HBF Jadugoda for 2 Nos; Service Provider , Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title no 2 Crane Details 7 TON ELECTRIC HOIST Installed at HBF Jadugoda 1nos; Service Provider , Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title no 3 Crane Details 3 2 TON Model No iR 032 41BT Lift 6 mtr ELECTRIC HOIST Installed at HBF Jadugoda 1nos; Service Provider , Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title no 4 Crane Details 5 TON Double Girders EOT Crane Installed at Peroxide Plant Jadugoda 1 Nos; Service Provider
अनुबंध अवधि /Contract Period	6 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1637132
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	16372

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
Works Accounts Section Jaduguda
Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, P.O. JADUGUDA - 832012
(Chief Mananger Account)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. 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.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Buyer to mention scope of work:1792406974.pdf

Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:1792407465.pdf

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title No 1 Crane Details 10 TON Double Girders EOT Crane Installed At HBF Jadugoda For 2 Nos; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit
Type of Item/Product/System to be repaired or Installed	Work Title no 1 Crane Details 10 TON Double Girders EOT Crane Installed at HBF Jadugoda for 2 Nos
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	As per Bid

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Anjor Barla	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	Project / Lumpsum Based	• Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title No 2 Crane Details 7 TON ELECTRIC HOIST Installed At HBF Jadugoda 1nos; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit
Type of Item/Product/System to be repaired or Installed	Work Title no 2 Crane Details 7 TON ELECTRIC HOIST Installed at HBF Jadugoda 1nos
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	

विवरण/ Specification	मूल्य/ Values
Estimated number of visits as per last year records	As per Bid

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Anjor Barla	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	Project / Lumpsum Based	• Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title No 3 Crane Details 3 2 TON Model No IR 032 41BT Lift 6 Mtr ELECTRIC HOIST Installed At HBF Jadugoda 1nos; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit
Type of Item/Product/System to be repaired or Installed	Work Title no 3 Crane Details 3 2 TON Model No iR 032 41BT Lift 6 mtr ELECTRIC HOIST Installed at HBF Jadugoda 1nos
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	As per Bid

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Anjor Barla	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	Project / Lumpsum Based	• Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Industry Unit; Work Title No 4 Crane Details 5 TON Double Girders EOT Crane Installed At Peroxide Plant Jadugoda 1 Nos; Service Provider (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premise	Industry Unit
Type of Item/Product/System to be repaired or Installed	Work Title no 4 Crane Details 5 TON Double Girders EOT Crane Installed at Peroxide Plant Jadugoda 1 Nos
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated number of visits as per last year records	As per Bid

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

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Anjor Barla	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	Project / Lumpsum Based	• Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

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 One or Two or Three Order(s)/ Contract(s) of similar type of contract of **"Manufacturer and supply of machinery and equipment's for material handling equipment's OR Manufacturer of EOT Cranes OR Repairing Works of Material handling equipment or EOT Cranes"** 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.

   ESTIMATED BID VALUE = RS. 16, 37,132/- INCL. GST.

At least One order/ contract of minimum value of execution	OR	At least Two orders / contracts each of minimum value of execution	OR	At least Three orders / contracts each of minimum value of execution
Rs. 13,09,705/-		**Rs. 8,18,566/-**		**Rs. 6,54,852/-**

2. DOCUMENTARY EVIDENCE IN SUPPORT OF PAST EXPERIENCE CRITERIA: -

In support of the claim of meeting this technical criterion, 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/ delivery note/ or third-party inspection/ commercial invoice copies/ Delivery Challan /Goods Receipt Note (GRN)/ proof of payment/TDS certificate.

c. Procuring entity's right to verify: Procuring entities reserve the right to verify any documents submitted by a bidder, including checking the authenticity of certificates with the issuing authority.

3. FINANCIAL STANDING CRITERIA:

The average annual financial turnover (Copy of Audited Financial Results) of the bidder should not be less than **Rs. 4.91 lakhs** during preceding three [03] financial years ENDING ON FY 2024-25.

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4. 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 PQC – criteria may be allowed subject to the condition that

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

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

iii. 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.

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

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

Text Clause(s)

SCOPE OF WORK: - SUPPLY, RETROFITTING, REPOSITIONING, DIS-MOUNTING, MOUNTING, INSTALATION, OVERHAULING & MAINTENANCE OF EOT CRANE's.

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Work Title no.1: - Crane Details: 10 TON Double Girders, EOT Crane Installed at HBF-Jadugoda – 2 Nos.

1. Supply and retrofit with proper installation of radio remote control system with Min 50 Mtr to Max Range of 100 Meters. With Push type button switches for Radio Remote Control system must Have Function of POWER ON/OFF, SIREN, Movement of UP/DOWN with two mode Main Speed / Hoisting (Fast Speed) & Micro Hoisting / Creep Speed (Slow Speed), LT/CT, LED LIGHTS ON/OFF SYSTEMS Switches to operate, siren and other safety features along with remote battery of 2 sets each. **make sure both control unit can work at a time either wired remote-control system else Radio Remote system as per require**

ment without any problem.

Accessories:

(i) Neck strap for holding remote – 02 Nos

(ii) Protective sleeve PVC Material only to prevent from unwanted damage – 04 Nos

(iii) Siren – 02 Nos

2. Replacement of existing wired remote-control system along its accessories. Wired control cable to be changed, Dog chain pendant, & Remote along with switches too. All Control Unit has to be in function as per requirement, **make sure both control unit can work at a time either wired remote-control system else Radio Remote system as per requirement without any problem.**
3. Supply, Replacement or Repairing of limit switches for long travel (LT), cross travel (CT) & UP/DOWN of Hoist Mechanism work under safe parameters should be calibrated.
4. Supply, Replacement or Repairing & alignment of DSL Bus bar power indicator – 02 nos for each 2nos. of EOT crane.
5. Supply & fitment of Cardium compound on WIRE ROPE.
6. Supply, Replacement of LED Lights of 4nos for each 2 nos. of EOT crane.
7. Supply, Replacement fitment of Brake Shoes for 2 nos. of EOT crane.
8. Supply, Replacement of overall Overhauling of the Crane including Checking, Repairing, tightening, lubrication, overhauling of all fasteners in the crane. replacement of all wear out components inside the Gear box, CT Wheel Roller Bearing, LT Wheel Roller Bearing, Motors, Couplings, Panels and other related components repairing & fixing.
9. Supply, Replacement of 02 nos. retrofit brake type DCEM or (if required) rectifier unit also to be replaced & Installation of brake with calibration adjustment under load testing of crane to be done in presence of UCIL, JAD Competent Authority with taking all parameters for work completion. **(Load weights will be provided by UCIL-Jad Only).**

Work Title no.2: - Crane Details: 7 TON ELECTRIC HOIST Installed at HBF-Jadugoda – 1nos.

1. Supply & Fitment of Cardium compound on wire rope.
2. Repositioning Dis-mounting / Installation / Mounting of Electric Hoist 7 Ton in same Rail Support Beam to make it working condition up to full beam approach. Bidder has to make sure proper working should be ensured without any interruption while working.
3. Supply & Fitment of Radio Remote Control System with Min 50 Mtr to Max. range of 100 Mtr. With Push type button switches for Power ON/OFF, SIREN, UP/DOWN Movement of only one mode Micro Hoisting/Creep Speed (Slow Speed), LT switches. **Make Sure Both Control Units can work Wired as well as Radio Remote Control at a time.**

Accessories:

(i) Protective Sleeve PVC Material only – 02 Nos.

(ii) Siren – 01 Nos.

4. Supply, fitment of wire for remote control unit & Hoist Main Power Supply for elongation purpose of existing remote from 0 Mtr to 15 Mtr for approach level & Main Hoist Power Supply wired cord to be elongated up to 100 mtr with Pendant Festoon Support & Cable support for uninterrupted movement along the full length of the beam.

Accessories:

(i) Dog Pendent Chain 01 Nos

(ii) C-Track Festoon System OR Wire Rope (tagline) Festoon System for Main Power

(iii) Supply Cord Cable Unit – 01 Nos.

5. Overall Overhauling of Electric Hoist 7Ton, Its Height from Ground Floor to Installed Beam is up to 0 Mtr to 14 Mtr there is no path/way to approach crane bidder has to arrange such arrangements for successfully safe working approach.
6. After Repositioning Installation/ Mountings, Supply & Fitment of Limit switches & alignment to be done for safe working standards.
7. Load testing, proper working to be done in presence of UCIL, JAD Competent Authority with taking all parameters for work completion. **(Load weights will be provided by UCIL-Jad Only).**

Work Title no.3: - Crane Details: 3.2 TON Model No. iR-032-41BT Lift 6 mtr ELECTRIC HOIST Installed at HBF-Jadugoda – 1nos.

1. Repositioning Dismounting / Installation / Mounting of Electric Hoist along it’s accessories & mountings a

bove the HBF, Air Compressor its height is up to 6 Mtr from Ground Floor & Dis-Mounting it from HBF, Lift i.e., 14 Mtr Floor level to 6 Mtr there is path/way to approach for dis-mounting, work is within the HBF Building. Final Mounting Running testing is done in presence of UCIL, JAD Competent Authority with taking all parameters for work completion.

Accessories:

(i) Dog Pendent Chain 01 Nos

(ii) C-Track Festoon System OR Wire Rope (tagline) Festoon System for Main Power

(iii) Supply Cord Cable Unit – 01 Nos.

2. Overhauling of Wire rope with Cardium Compound Only.
3. Load testing, proper working to be done in presence of UCIL, JAD Competent Authority with taking all parameters for work completion. **(Load weights will be provided by UCIL-Jad Only).**

Work Title no.4: - Crane Details: 5 TON Double Girders, EOT Crane Installed at Peroxide Plant-Jadugoda – 1Nos.

1. Supply & Replacement of old Wire Rope & Retrofit a New Wire Rope along with Overhauling of New Wire rope with Cardium Compound.
   Specification of Wired Rope: Dia: Ø 12 mm (0.5 Inch) ; Total Length: 60 mtr. (EOT Crane Hoist Duty 5 MT Hook Capacity, 4-Fall Reeving)
2. Supply, Replacement of overall Overhauling of the Crane including Checking, Repairing, tightening, lubrication, overhauling of all fasteners in the crane. replacement of all wear out components inside the Gear box, CT Wheel Roller Bearing, LT Wheel Roller Bearing, Motors, Couplings, Panels and other related components Checking, Repairing, overhauling of all Gearboxes, Bearing, Oil Seal which Includes Main Hoist Gearbox, LT & CT Gearbox & LT & CT wheel Bearings, Repairing of Crane Rail misalignment.
3. Supply & Fitment of Radio Remote Control System (01 Nos) with Max. Range of 50mtr or 100 mtr with push type button switches for Power ON/OFF, SIREN, UP/DOWN Movement of two mode main Speed / Hoisting (Fast Speed) & Micro Hoisting /Creep Speed (Slow Speed), LED Lights ON/OFF Switches along with remote battery. **Make Sure Both Control Units can work Wired as well as Radio Remote Control at a time.**
   Accessories:
   (i) Neck Strap for Holding Remote. (01 Nos)
   (ii) Protective Sleeve of PVC type material for better quality which Can prevent remote from accidental impact / Damage. (01Nos)
   (iii) SIREN (01Nos)
   (iv) LED Lights (04 Nos.) (Along with Wire for Connection)
4. Supply & Retrofit of Brake shoe & Brake Drum of 01 (one) nos with calibration adjustment & it's all necessary parts & once alignment of brake fitment completes Load testing & all necessary working parameter is done under Presence of UCIL, Competent Authority for Final Acceptance for Completion of Work. **(Load weights will be provided by UCIL-Jad Only).**

A.LOCATION OF WORK:

The location(s) the work is to be performed, completed and managed is at UCIL's Jaduguda. UCIL will provide workspace for the vendor, electrical supply, crane services, fork lift, solid wts for load test, Steel Items like ISMA, ISMC, ISMB, Oxygen / DA cylinder. No other thing and facility will be provided by UCIL and also UCIL will not provide the lodging and fooding expenses and guest house/ colony facility to the service provider's representative, workmen, etc.

B. VALIDITY OF WORK ORDER:

Six (06) months. However, in an unlikely situation beyond the control of the contractor, due time extension application to be submitted by the Contractor, advance intimation with proper justification duly endorsed by Engineer In-charge will be required.

C. WARRANTY/ DEFECT LIABILITY PERIOD:

The bidder will stand Guarantee for 01 (one) year from the date of commissioning or from the date of completion for the portion of work carried out by the bidder for any bad workmanship and/ or use of faulty materials, any faults whichever is later. In case of any failure on account of Repairer within Warranty/ Guarant

ee period, the above should be re-repaired / replaced within (01) one Months from the date of failure and Warranty to be calculated on Pro-rata basis with the risk and cost of the Repairer. For any defects, proble ms occur during warrantee period bidder shall rectify it, at no extra cost.

D.F.O.R. DESTINATION:

All goods purchased through this contract will be F.O.R. - destination at UCIL Jaduguda. Unless specifically stated otherwise, all prices offered must include the delivery costs to F.O.R- destination.

E. PAYMENT TERMS:

The certified bill amount will be paid within 30 days of receipt of bill along with Work progress Certificate. Bill, deductions against it. The stages of payment will be as follows:

100% progressive payment with GST will be released against inspection & completion of job a nd handing over of crane at UCIL premises of individual works scope items.

F. RISK PURCHASE:

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, UCIL reser ves the right to get the work done by alternative source at the risk and cost of sub-contractor.

UCIL shall be at liberty to purchase/ obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining servic e to be delivered there under. Any excess over the job price / service rates, paid and incurred by UCIL, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, UCIL shall be at liberty to invoke Bank Guarantee and/or with other avail able dues of the firm.

4. **Buyer Added Bid Specific SLA**

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Scope of work:

The work to be carried out under the Contract shall except as otherwise provided in these conditions, inclu de all labour, materials, tools, equipment and transport which may be required in preparation of and for a nd in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage carr ying in return of empties, hoisting, setting, fitting and fixing in position and all other labourers necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and rec ognized principles. The Contractor includes for all work necessary to complete the full extent of Works as d efined in the Drawings, Specifications and associated documents as referenced within this contract.

2. Completion period of contract: -

Period of contract will be applicable as mentioned in the N.I.T. / Enquiry Letter, special conditions of contra ct, scope of work, etc. of contract document (Date of commencement will be reckoned from the date of let ter of award of work order/ L.O.I.). Completion period of this contract is 12 (twelve) months from the Date o f issue of letter of Award of work/ L.O.I.

CONTRACTOR shall, however, complete the entire scope of work within the above overall time schedule bu t as per program and directive of CORPORATION. Contractor shall plan the sequence of all works so as to a chieve the desired progress keeping in mind overall safety and stability at all points of time.

3. Prices:

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

The Contract Sum is the “price inclusive GST”, i.e. inclusive of all GST and all taxes & duties and all other s tatutory levies applicable, including all costs and expenses which may be required in and for the supply, sc ope 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 rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submissi on of invoices subjected to any additions or deductions due to price variation under price adjustment/ devi ation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

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

Earnest Money or Security Money shall be deposited by way of demand draft (DD) drawn in favor of “URA NIUM CORPORATION OF INDIA LIMITED” payable at Jaduguda Branch of State Bank of India [Jaduguda Bran ch Code no 0227].

OR BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50, 000/-) may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. In case w here the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG sha ll be obtained from a scheduled / nationalized bank. BG in lieu of EMD (Bid Security) shall remain valid for a period of 09 months from the due date of submission of the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful ten derer. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitte d towards SD in the prescribed format to be attached with order.

The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engi neer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

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

(a) Any bid not accompanied by Bid Security as per stipulated requirements shall summarily be rejected.

(b) In case the Tenderer intends to submit the bid security in the form of Bank Guarantee, the Tenderer sh all submit the original Bid Security in the form of Bank Guarantee along with the bid. However, UCIL shall v erify the authenticity of the Bank Guarantee submitted by the Tenderer from the issuing Bank. In the even t of any discrepancy in the Bank Guarantee on verification, the offer submitted by the Tenderer shall be rej ected.

(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 validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.

(v). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and duri ng the validity period of the tender.

(vi). 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 authorised extensions.

(vii). The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.

(viii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The Bid Security shall be made payable without any condition to the Corporation `On Demand'. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further peri od of 90 days beyond the extended period of validity of offer failing which the validity extension given by t he Tenderer (as submitted in validity extension letter) shall not be considered. In case the Tenderer is requ ested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer’s offer will be rejected and the Bid Security submitted by the Tenderer shall be returned on Tenderers request.

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

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specifi ed within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the Bid Security amount will be forfeited by the Corporation, without any notice or proof o f damages etc.

No cash or cheque in any form will be accepted. No interest will be paid on any earnest money or any gua rantee.

5. Validity of Tender: -

The offer should remain valid for a minimum period of 6 (six) months from the due date of submission of te nder. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and i f 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 re sponses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the B G submitted towards EMD will also be extended for a further period of 90 days beyond the extended perio d of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity ext ension letter) shall not be considered. A Tenderer may refuse the request without forfeiture of his EMD. Th e tenderer accepting such request shall not modify their bid on their own.

6. Deviation: -

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the hea ding ‘Deviation’. The Corporation reserves the right to accept or reject any variation, deviation, or alternati

ve offer. Variations, deviations, and alternative offers and other factors which are in excess of the require ments of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.

7. Award of Contract: -

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

8. Privilege Clause: -

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

9. Security deposit (SD):

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement includi ng 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 Tende rer 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 bo und with the Contractor to the purchaser for the amount same above. The terms of the said guarantee sha ll be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guar antee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shal l be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and w ith a claim period of Six months beyond it's required validity.

(iv). In addition to the above, Running Account bills by way of percentage deductions. Such percentage de duction of retention money shall be @ 5 % of the running account bills till the full amount of security depo sit is realized/ retained by the Corporation.

b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient p art of his security deposit or from the interest arising there from or from any sums which may be due or be

come due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourte en days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

c) Refund of Security Deposit:

On expiry of the Defects liability period (referred to in condition Penalty (Liquidated Damage clauses hereo f) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the security deposit and retention money provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

10. FORFEITURE OF SD & RETENTION MONEY:

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contract or in the following circumstances:

In case of any failure whatsoever on the part of the contractor at any time during performance of his part o f the contract including the extended periods of contract, where notice is given and time for rectification all owed.

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

11. PERFORMANCE BANK GUARANTEE (PBG)

Kindly refer clause Security deposit (SD):

12. Contract Agreement: -

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (t hirty) days from the date of issue of L.O.I. / Work Order. However, no payment will be made without execu tion of contract agreement.

Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and re turn it to the Corporation. Till the contract is signed, the LOI/ Work Order 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/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Securit y if submitted by the successful Tenderer.

13. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply o f services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of t ax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of wor k or event, & also mention work order no., date as well as name of work and actual date of commencemen t of work or event, showing the description, value, tax charges thereon and such other particulars as presc ribed as per GST Act, 2017 invoice rule in their every invoice(s).

Hundred percent (100%) payment including GST within 30 days will be paid completely or on pro-rata basi s in case of continuous supply of services (as per monthly RA Bills) after completion of work/ supply as cert ified by the Corporation as per payment terms.

14. Tax & Duties: -

The Contractor shall:

(a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties & cess, 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.

15. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR’s b ills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surch arge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of th e 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 pay ment of such tax, if attracted under the provision of Law of Land.

16. 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 f or all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Cont ractor 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 a ctivity without necessary insurance coverage (mentioning working height depend upon the job requiremen ts and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any clai m raised by the injured / affected workmen or his family.

17. Defects Liability Period: -

The defect liability period / guarantee period for this job shall be from the certified date of handing over of job, if applicable. The contractor shall rectify the defects, if any, detected / reported during the guarantee period under this tender from the certified date of completion of work. The contractor shall be responsible to make good and remedy at his own expense within such period, as may be stipulated by the Engineer-In charge before the expiry of the guarantee period.

18. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including l egal costs on an indemnity basis) and Claims of contractor’s workmen in respect of personal injury or deat h or loss of, or damage to or interference with, any other property (whether real or personal), third party o r to corporations’ personnel and properties. Contractor shall abide by all the necessary provisions of variou s other Labour Laws/ Acts viz. ESI/ Bonus, Workmen’s Compensation, EPF and any other laws and rules ap plicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is call ed 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 fro m the amount of Performance Security Deposit and retention money.

19. Penalty (Liquidated Damage): -

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier/ contractors for del ays in execution of purchase order/ contract. LD shall be levied @ 0.5% per week or part thereof on the val ue 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 d uty 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 su ch 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 ac count 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 t he scheduled period of contract.

For work executed during the extended delivery period, the rates as prevailing on the last day of the sched uled 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.

20. Variation in items of scope & Quantity of items: -

Items & quantities in a Price Schedule (schedule of quantities) are estimated only. Items and Quantities ag ainst scope of work shall be subject to variation, the actual scope of items & quantity may vary from that i ndicated in the tender document due to actual conditions of the site or due to other reasons.

Over all deviation of amount up to +10% variations in the execution of works of the total awarded value is allowed without issue of amendment/ revision in the work order.

Prior approval of the Competent Authority is required, If Contract Sum is exceeded by more than +10 perc ent and If directed to do so under this clause, the Contractor must provide the further amount of security i n a form in accordance with clause Security Deposit within 7 Days after receipt of the order.

21. Variation in Price:

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

22. Termination for Insolvency:

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

23. Price Escalation (Clause Price Adjustment): -

Statutory Variation Clause: Any variation in statutory levies/taxes within the contractual delivery period sh all be to UCIL’s account & beyond contractual delivery period.

24. RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, UCIL may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasona ble assistance.

25. 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 a ny 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 cont ract 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 ad judged 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 m ake any conveyance or assignment of his effects or enter into any assignment or composition with his cre ditors 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 Recei ver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have ari sen 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 contracto r, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause no tice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that ma y 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 t wo 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 compens ation 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 contra ct 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 rat e (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 prices; 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 th

e contract within a reasonable timeframe, the affected party shall give a ‘Notice of Frustration Event’ to th e other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, a s may be necessary to complete its performance. However, if the parties cannot reach a mutual agreemen t 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 obligat ions and final payment.

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

26. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GS T rate only during the original delivery period shall be to Procuring Entity’s account. Any increase in the rat es of GST beyond the original completion date during the extended delivery period shall be borne by the c ontractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the ori ginal and extended delivery period. However, GST rate amendments shall be considered for quoted HSN c ode only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

27. 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. Subjec t 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 Servic es. If at any time during the currency of the contract, the contractor encounters conditions hindering the ti mely performance of services, the contractor shall promptly inform the Procuring Entity in writing about th e same and its likely duration. He must make a request to the Procuring Entity for an extension of the deliv ery schedule. On receiving the contractor’s communication, the Procuring Entity shall examine the situatio n 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 clau ses.

a. Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications orde red materially increase the time for delivery of the services. The contractor shall be responsible for reques ting 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.

b. 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 rea sons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Co ntract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to pro ceed with the services:

(a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/servic e 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 th e 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 whi ch 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 Proc uring 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 n ecessary extension of time. On receipt of such request from the contractor, the Contract Manager shall con sider the same and grant such extension of time as in his opinion is reasonable regarding the nature and p eriod of delay and the type and quantum of work affected thereby. No other compensation shall be payabl e for works so carried forward to the extended period. The same rates, terms, and conditions as the origina l Contract shall apply during the extended period.

c. 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 a vailable on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquid ated Damages as per contract clauses.

Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contr actor 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 perio d 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.

28. Suspension of Services

a. Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any par t 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 th e 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

b. Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspensi on of the service, but in the event of any suspension ordered by the Contract Manager for reasons other th 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 reas onable in respect of expenses incurred by the contractor during the periods of such suspension.

c. 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, th e contractor may serve a written notice on the Contract Manager requesting permission to proceed with th e suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, th e contractor by further written notice may, treat the suspended part(s) of the service as deleted from the C ontract. 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.

d. 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 publ ic enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, l ockouts, 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 Proc uring 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 t he 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 commence ment of such force majeure by giving 14 days’ notice to the other party in writing. In case of such terminat ion, no damages shall be claimed by either party against the other, save and except those which had occu rred under any other clause of this Contract before such termination.

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

29. Permits, Approvals and Licenses: Whenever the delivery of Services and incidental Goods/ Works requi res the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the co ntractor's sole responsibility to obtain these and keep these current and valid. Such requirements may incl ude 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 requirement s in a timely and expeditious manner, without any dilution of the Contractor’s responsibility in this regard.

30. Labour Codes and Related Obligations

a. 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, agent s, and subcontractors performing under this Contract are not employees or agents of the Procuring Organis ation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

b. 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 contractor, 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.

c. 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 there under, the following provisions shall be ensured by the contractor.

i. 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 t o the contractor for the erection of labour camps, either free of charge or on such terms and conditions tha t 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 ow n cost provide the following materials as is necessary for:

(a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure tha t 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 was te, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatil e organic compounds, and other substances damaging health and the environment.

ii. 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 c ontractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trai ned in first aid as per labour codes or the Contract Manager’s directions.

iii. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contrac t, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the co ntract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an ad ult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and t he person carries with his, 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 the rein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if s o 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 nominate d by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such pe rsons shall not if the concerned official so directs, be employed or permitted to do any work under this Con tract 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.

31. Governing Laws and Jurisdiction

a. Governing Laws and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by th e 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 contra ct, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or t he contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone hav e jurisdiction to decide any dispute arising out or in respect of the contract.

b. 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.

32. 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.

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.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

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

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and

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

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

---धन्यवाद/Thank You---