बिड संख्या/Bid Number: GEM/2026/B/8100214
दिनांक /Dated: 26-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 09:00:00
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: pkarthikeyan@uraniumcorp.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Regular removal and cleaning of coarse sand scaling spillage from leaching section And new filtration unit and precoat area of chemical house section in jaduguda mill
समान श्रेणी/Similar Category	• Cleaning, Sanitation and Disinfection Service - Outcome Based
अनुबंध अवधि /Contract Period	1 Year(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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए 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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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)	1998920
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	19989

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 :

Chief Manager Account
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO
(Works Account Section)

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

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

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

price format - 1792821007.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Qualification Criteria (PQC) etc if any required:1790765472.pdf

Payment Terms:1790765480.pdf

Penalties:1790765522.pdf

GEM Availability Report (GAR):1790765535.pdf

Scope of Work:1792821025.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1792821311.pdf

Custom Bid For Services - Regular Removal And Cleaning Of Coarse Sand Scaling Spillage From Leaching Section And New Filtration Unit And Precoat Area Of Chemical House Section In Jaduguda Mill (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Regular removal and cleaning of coarse sand scaling spillage from leaching section And new filtration unit and precoat area of chemical house section in jaduguda mill
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	Project / Lumpsum Based	N/A

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 followings are the Eligibility criteria for this Non-divisible service Contract. The bidder may visit the pro posed work site to get well acquaint about the site work before filling the rate/submit the tender.

1. PAST PERFORMANCE AND PROJECT / PAST EXPERIENCE etc. CRITERIA:

Bidder shall have successfully completed similar works during last 7(Seven) years ending on bid openi ng date as per any one of following:

I. Three (3) similar completed works costing not less than the amount equal to 40% of the es timated cost= **Rs.7.99 Lakhs.**

Or

II. Two (2) similar completed works costing not less than the amount equal to 50% of the esti mated cost=. **Rs.9.99 Lakhs.**

Or

III. One (1) similar completed works costing not less than the amount equal to 80% of the esti mated cost= **Rs.15.99 Lakhs.**

2. The bidder must have transport facility like Tractor trolley on their name to be eligible for this contract.

Offer of bidders have to submit documentary evidence (i.e. Registration certificate) and who do not own a ny relevant transport facility, or documents in their name, the bid is to be summarily rejected.

Similar work: Supplying of manpower with transport facility like tractor trolley etc. in any work Contract.

2. FINANCIAL STANDING:

Average Annual financial turnover during the last 3(Three) consecutive financial years, ending 31/03/2 025 shall be at least 30% (Rs.5.99 Lakh) of the estimated cost. The party have to submit documents s upported by the audited annual accounts of each year in support of showing turnover.

The audited annual accounts of last 3(Three) consecutive financial years, ending 31/03/202 5 have to b e submitted by bidder in support of financial turnover. Documentary evidence in the form of works ord er copies along with completion certificate specifying the

work and amount of contract should be uploaded. Bidders have to upload documentary proof of PAN, GST registration no. turnover of last three financial year, EPF A/C. No. and ITR/Annual report etc

3. GEOGRAPHIC PRESENCE:

Office registration certificate: Registered Office 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.

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

II. Local Employee Exchange registration for contractor as per Govt. of Jharkhand.

III. GSTIN registration or

IV. Udyam Certificate.

4. 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.

Documentary evidence in the form of works order copies along with completion certificate specifying the w ork and amount of contract should be uploaded. Bidders have to upload documentary proof of PAN, GST re gistration no. turnover of last three financial year, EPF A/C. No. and ITR/Annual report etc.

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.

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

NOTE:

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contr actor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in t he order/ contract), after the approved expenses have been incurred by the contractor. Corporation will no t be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation’s p rior approved written consent.

6. The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST r ule on total transaction value (i.e. price actually paid to the service provider) after deduction of GST a mount from the amount mentioned in the contract rate. GST on penalty, interest, non-related expense s and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not payable

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

Text Clause(s)

SCOPE OF WORK-SOW AND OTHER TERMS & CONDITION OF CONTRACT- OTCOC

Subject: - REGULAR REMOVAL AND CLEANING OF COARSE SAND, SCALING, SPILLAGE FROM LEACH ING SE CTION, NEW FILTRATION UNIT AND PRECOAT AREA OF CHEMICAL HOUSE SECTION IN JADUG UDA MILL.

A.Scope of work:

1.Quantity to be handled: Regular removal and cleaning of coarse sand, scaling etc. from drain launders, e mergency pit and in-side catchment area of Leaching Pachucas and tanks and spillage from top and Chemi cal House Section in Mill division. (Tentative) 7000 MT

2.Removal of coarse sand, scaling etc. manually by shoveling from the drain launders of all t he two rows of pachucas and leaching tanks , emergency pit (including suction box) and inside catchments areas of lea ching pachucas & tanks. Loading in trailers along with tractor or relevant me ans and driver are to be arra nged by the contractor at his own cost. Approximate quantity of removal will be about 320 - 350 MT per m onth (75-85 MT per week) or as required. This quantity may vary depending upon plant situation. These ar e to be unloaded into ground hopper after weighment in UCIL weighbridge. The work is to be done carefull y without damaging Brick Lining / Mastic Lining in the Emergency Pit / Drain Launders of Leaching Pachuca

Area and Leaching Tank.

3.Removal of spilled slurry manually by shoveling from Chemical House. Approximate quantity of removal will be 160- 175 MT per month (35-45 MT per week). This quantity may vary depending upon plant situatio n. The spillages from top floor will have to be accumulated and dumped into the repulper of running prima ry and secondary filters as per the direction of the Engineer-In-charge or his representative.

The spillages from the ground floor will have to be accumulated near the sump pump in LPS Pit / P PS Pit or near the sump pump near Secondary Filtrate Tank as per the direction of the Engineer-In- charge or his rep resentative. The accumulated material will have to be washed completely with water or removed by the tr actor trolley etc. as directed by the Engineer-in-charge or his representative. Wheel Barrows required for s hifting of spillages and hosepipe connection for washing of spilled slurry will be provided by the company. The quantity of material will be finalized by joint measurement on day-to-day basis before start of work an d recorded.

The cleaning work is to be done carefully without damaging the Bitumen Lining in top floor and Mastic Lini ng of ground floor in Chemical House.

4.Measurement Recording

The Contractor will have to engage his manpower for cleaning in the area as per the direction of the Engin eer-In-charge. Spillages from Leaching Pachuca and leaching tanks, emergency pit (including suction box) and inside catchments areas of leaching pachuca & tanks and for spillages in Chemical House Section will have to be disposed off in ground hopper after weighment in our weighbridge which will be final and bindi ng. In the case of weighbridge breakdown or any un-avoidable situation in non- weighment of the trip, tonn age fixed/certified by the EIC or its representatives will be considered final and binding.

Contractor will arrange and provide stationary items (Registers, Duplicate Books etc.) for keeping work rec ord at their own cost. The company will not provide any means of transportation and driver for cleaning an d removal of slurry in either of the job mentioned above. The estimate has been prepared considering tran sportation cost components directly and indirectly along with different c category of manpower involved in this job.

5.Required minimum Manpower

The contractor will have to deploy minimum 6 (SIX) unskilled persons per day for works at serial nos. 1 (i.e . for removal in leaching area and for removal of spillages in Chemical House Section). 1 nos. of driver (skilled category for transport facility) will have to deploy for transport facility.

Note: (Common for above jobs)

i. Contractor will have to arrange and provide transport facility like tractor trolley or relevant to plant condi tion, its fuel, etc. purely at their own cost. The company will not provide any means o f transportation, fuel etc. for cleaning and removal of slurry/spillage/scaling in any of the job mentioned above.

ii.The estimate is prepared considering transportation cost components (directly and indirectly) along with manpower involved in this job.

iii. Considering space constrain at the site of lifting the material (spilled slurry), it is preferable to engage tr actor trolley with manpower. Any dispute arising in engagement of other transport f ability for the job will not be entertained.

B.PERIOD OF CONTRACT:

Period of Contract: The contract would be for a period of 12 (twelve) months subjected to successful perfor mance/ review, this agreed contract period may be extended further on the same rates, terms and conditi ons depending upon the requirement and administrative convenience of UCIL, however UCIL has the right t o terminate/ curtail the contract at any time after giving one-month notice without assigning any reason.

C.PRICE & PAYMENT TERMS: The quoted rate(s) should be inclusive of PF, Bonus, insurance, Safety applian ces (tools & tackles), Contractor’s profit etc.

GST should be quoted separately in the price bid part-II.

Payment: - 11 (Eleven) R.A. bills and 1 (One) final bill will be paid against this work after submission of bill in 4 (four) copies. Payment will be released after satisfactory completion of the work in all respect and cert ification by the Engineer In charge, UCIL within 30 days of submission of clear bill(s) in 4 (Four) copies in t enderer’s letter head. Contractor shall also mention work order no., date a s well as name of work and act ual date of commencement of work in their every bill(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.

D. Price Escalation and Tax & Duties: -

The adjustment will be paid as per formula mentioned below up to the scheduled completion date includin g duly approved Time Extension, if any, on the items mentioned in the schedule of the items and rates. No adjustment will be attracted for the period beyond duly approved time extension

Labour wage adjustment: V = (65/100) x [(L – Lo)/Lo] x R Where

V = Extra Wage to be paid.

Lo = rate of unskilled/skilled, as applicable workmen as per AI, UCIL on opening of tender.

L = rate of unskilled/skilled, as applicable workmen as per AI, UCIL under the period of Execution of work.

R= Value of work execute

B) The quoted rate(s) should be inclusive of PF, Bonus, ESI etc. GST should be quoted separately in the pri ce bid part-II.

Imposition of any new taxes / duties by the State Govt. or Central Govt. during the contract execution peri od will be paid by the contractor. Hence, no other taxes, duties and royalty, etc. would be paid extra.

E. Variation in Quantity of items:- The quantity mentioned under the “schedule of item (s) and quantities” of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the total variation of +/-10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit.

F. Penalty: The contractor shall lift specified quantity as mentioned in scope of work in every running mont h. Failure to maintain scheduled quantity, imposition of penalty shall be as follows;

a. No Penalty shall be deducted from monthly bill when 100% and greater or equal to 80 % of specified qu antity is completed as mentioned in scope of work.

b.2% shall be deducted from monthly running bill when less than 80% and greater or equal t o 60 % of spe cified quantity is completed as mentioned in scope of work.

c.5% shall be deducted from monthly running bill when less than 60 % and greater or equal to 40 % of spe cified quantity is completed as mentioned in scope of work.

d.10% shall be deducted from monthly running bill when less than 40 % of specified quantity is completed as mentioned in scope of work.

Note: None availability of spillages of slurry at the site (monthly/yearly) will not draw any penalty however it should be certified by the EIC without fail.

G.INSURANCE & OTHER DUTY & TAXES:

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

Income Tax and surcharge over Income Tax as per rules would be deducted from RA bill.

Safety Rules & Regulations for contractor’s employees:-UCIL’s Safety Rules & Regulations for contractor’s employees as given in the Annexure-B will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. UCIL shall not provide any safety appliances and tools & tackles under any circumstances.

Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet , gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL so as to ensure that no damage, loss or injury to corporation’s personnel, contractors’ personnel, third party or equipment are caused due to the work being carried out by contractor. Contractor must report in writing (duplicate) to the Engineer-In charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipment before the commencement of work at their own cost during work execution period.

I. License for engaging Inter-State Migrant Workmen :-Contractor shall obtain license under the Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

, if they engage on any day of the preceding 12 months (as defined under section 2 (e) of the said act), 5 or more interstate migrant workmen for execution of the contract.

Contractor shall have to

submit declaration also, in case they have not engaged interstate migrant workmen.

J. Annual Labour Return:- Contractor shall have to submit a letter of work commencement / completion IMMEDIATELY in duplicate in prescribed format and shall also deposit labour report / annual return in Format No. XXV in the first week of January every year (Format to be obtained from Site Office - Mill) to the Engineer-In-charge, UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.

K.OTHER TERMS & CONDITION:

1.The contractor is required to provide all tools & tackles, safety appliances like Gumboot, Gloves, Apron, Helmet, and Goggles etc. to the persons engaged for this job. UCIL shall provide all necessary safety appli

ances on chargeable basis to the contractors if they will not provide to their workers for safe execution of work.

2.Site Investigation:- The Tenderers are advised to visit the site to acquaint themselves as to the nature an d location of the work, the general and local conditions particularly those bearing up on transportation, dis posal handling and storage of materials, availability of labour, water or similar physical conditions of the sit e.

3.All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CP WD specificati ons and codes of practice. In case of any particular aspect not specifically covered t he standards, the stan dard practice as may be specified by Engineer shall be final & binding.

4.Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost fo r the whole period of t he contract and shall be furnished to the corporation before commencement of the work without which co ntractor will not be allowed to start the work.

5.MEDICAL CARE:- The contractor shall be fully responsible for any first aid and emergency medical treatm ent to his employees. Necessary arrangement for this purpose shall be made by th e contractor at the site . In serious cases medical facilities of UCIL may be available on chargeable basis.

6.UCIL reserves the right to disqualify such bidders who have a record of not meeting contractual obligatio ns against earlier contract entered into with UCIL and in case they fail to honour their bid without sufficient ground blacklist such bidder /bidders for a

suitable period as per UCIL procedure.

7.In case of breach of contract by the contractor, the Security Deposit shall be forfeited by U CIL and this may result in black listing of contractor's firm in addition to the termination of the con tract.

Security Rules & Regulations and Entry Passes:-Contractor shall strictly abide by the prevailing security rul es and regulations and also to be enforced by UCIL time to time. Entry to the works premises is strictly res tricted and only bonafide pass (permission) holders are allowed. The contractor will have to submit the det ails of the persons to be employed for this work within two days of award of work. The contractor will be all owed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photographs for each labourer separately to the Competent Authority, UCIL. Contr actor will make necessary Entry Passe from concerned officials of CISF Unit, UCIL sufficiently in advance.

8. EL/ leave with wage reimbursement:-Contractor has to pay /settle EL value to all employee as applicab le as per mentioned in the new labour code 2025 at the last final bill settlement. Contractor shall pay /settl e all EL value as applicable after certificate of duty by engineer in-charge and personnel section and the same shall be paid to contractor by UCIL as reimbursable cost.

Provision of EL/leave with wages is applicable in this contract. Before the final bill contractor shall settle EL /leave with wages, to all employee as applicable after certification of duty by Engineer In-charge and perso nnel section and the same shall be paid to contractor by UCIL as reimbursement cost.

4. **Buyer Added Bid Specific SLA**

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Prices:

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the ord

er shall remain firm throughout the period of contract and shall not be subject to any escalation.

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contr actor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in t he order/ contract), after the approved expenses have been incurred by the contractor. Corporation will no t be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's p rior approved written consent.

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

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

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

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

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

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

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

(i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.

(ii). The Tenderer resile from his offer during the validity period.

(iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.

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

(v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.

(vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the perio d specified, if applicable.

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

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

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

3. Validity of Tender: -

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

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

4. Deviation: -

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

5. Award of Contract:-

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been 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.

6. 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..

6.a PERIOD OF CONTRACT:

Contract Duration: Unless it is terminated earlier in accordance with the terms of the contract, the contract period would be as per bid terms and condition, subject to acceptable performance and review. According to UCIL's requirements and administrative convenience, the contractually agreed period may be extended further at the same rates, terms, and conditions. The contract normally stands terminated after the expiry of the period of the contract. However, the Corporation reserves its right to terminate the contract at any t ime by giving 30 days’ notice in writing without assigning any reasons thereof. The contractor shall not be

entitled for any compensation thereof.

7. SECURITY DEPOSIT (SD):

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

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

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

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the 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 shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and wit h a claim period of Six months beyond it's required validity.

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

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

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:

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

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

8. FORFEITURE OF SD:

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

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

o If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work witho ut approval of UCIL.

9. 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 work order / L.O.I. However, no payment will be made without executi on of contract agreement.

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

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

10. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply 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 issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescri bed as per GST Act, 2017 invoice rule in their every invoice(s).Final bill will be released only after submissi on of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of w hole work) and work completion (after completion of all obligations under the contract) letter in duplicate b y the contractor.

11. Tax & Duties: -

The Contractor shall:

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

(b) Provide all security required under any statutory requirement as security for the payment of any duties

, charges, and taxes.

12. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's 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.

13. Insurance:-

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time 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.

14. 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 app licable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is calle d upon to make any payment to or in respect of his employees, the service provider shall fully reimburse t o Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

15. 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.

16. 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.

17. 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.

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

1) Termination due to Breach, Default, and Insolvency

a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or 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 con ditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Proc urement must be contracted within six months from the breach of Contract. The contractor shall be liable f or any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there i s an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on s uch 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 procure ment. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit fro m 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 difficultie s are experienced, the period for making risk procurement shall be nine months instead of six months prov ided above.

viii. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by t he 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 Det ermination 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 contra ct 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 contra ct 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 contra ct terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

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

(2) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contr actor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining p ortion 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, i ncluding a change in law, beyond the control of either party whether as a result of the Force Majeure claus e 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.

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

20. Time for Delivery of services and Extensions Thereof

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

20.1. Extension Due to Modification

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

20.2. Extension for Delay Not Due to Contractor

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

(a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or

(b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or

(c) any act or neglect of Procuring Entity's employees or

(d) delay authorized by the Contract Manager pending arbitration or

(e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.

(f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or

(g) give the necessary notice to commence the services, or

(h) any other delay caused by the Procuring Entity due to any other cause whatsoever.

(i) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall 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.

20.3. Extension of Time for Delay Due to Contractor

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

On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy 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.

21. Suspension of Services

21.1. Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any 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

21.2. Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of 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.

21.3. Suspension Lasting More Than 3 Months

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, 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.

21.4. Force Majeure

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the 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.

22. 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.

23. Labour Codes and Related Obligations

23.1. Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, 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.

23.2. Obligations of the contractor under Labour Codes and Rules

a) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupatio nal 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 un der 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 f rom time to time before the commencement of the contract and continue to have a valid licence until the c ompletion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breac h 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 contrac tor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the afo resaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for sub mitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall sub mit 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 min imum wages, as notified by the State Government or Central Government, whichever is higher, through th e 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 Procuri ng Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such pay ments 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 d o 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 Proc uring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-C ontractor in execution of the contract or to incur any expenditure in providing welfare and health amenitie s required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on a ccount of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the con tractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to th e rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall b e at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from a ny sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuri ng Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and th e 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 t he Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final a nd binding on the contractor.

23.3. Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requireme nts:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on t he 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.

23.3.1. Provisions for Workers:

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

The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employe d 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, volatile organic compounds, and other substances damaging health and the environment.

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

23.3.3. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with 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 certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

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

24. Governing Laws and Jurisdiction

24.1. Governing Laws and Jurisdiction

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

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

24.2. Changes in Laws and Regulations

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

25. DISPUTE RESOLUTION MECHANISM AND JURISDICTION

25.1 CONCILIATION: Notwithstanding anything contained in this contract, any disputes or differences what soever, which are to be settled amicably between the parties with their authorized representatives, shall b e resolved through conclation.

25.2 MEDIATION: All HÌDs Any disputes or differences, which are not settled amicably thrOugh conciliation, then either of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure i s to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

25.3 AMRCD: Any disputes or differences between the parties are not settled amicably with conciliation an d/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 applicati on of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSES) / Port Tru sts, inter-se and also between CPSE(S) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.

25.4 ARBITRATION: Any disputes or differences where clause no. iii is not applicable, the parties may go fo r arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the v alue of the contract which may be much higher. In all other cases, arbitration shall not be a method of disp ute resolution arising out of this contract.

25.5 JURISDICTION: If the matter is not resolved through above means, the dispute shall be resolved in civi l court of law at Jharkhand only.

26. NOTE: - In addition to above conditions, the other terms & conditions shall be applicable as per enclose d 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**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

URANIUM CORPORATION OF INDIA LIMITED
Account No.
33135840169
IFSC Code
SBIN0000227
Bank Name
SBI
Branch address
SBI Jaduguda
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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---