बिड संख्या/Bid Number: GEM/2026/B/8199415
दिनांक /Dated: 27-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-11-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Department Of Atomic Energy
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Uranium Corporation Of India Ltd
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: rajeshyadav@ucil.gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Man-days based - Manpower for miscellaneous mechanical maintenance jobs at Jaduguda (WTP); Unskilled; Mazdoor/Labour , Manpower Outsourcing Services - Man-days based - Manpower for miscellaneous mechanical maintenance jobs at Jaduguda (WTP); Skilled; Mazdoor/Labour
अनुबंध अवधि /Contract Period	2 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
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 विवरण/Bid Details	
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	No
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)	6130327
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	61303

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).	30

(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 Ltd, Department of Atomic Energy (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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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 100% (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. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Kindly refer the PRE- QUALIFICATION CRITERIA/ ELIGIBILITY CRITERIA IN BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Kindly refer the PRE- QUALIFICATION CRITERIA/ ELIGIBILITY CRITERIA IN BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS

Additional Terms and Conditions if applicable: Kindly refer the COMPLETE BID DOCUMENTS

Estimated reimbursable Expenditure during contract period (No transaction charges will be applicable on this charges): Rs.435954/- including GST as per terms and conditions of contract towards paid holiday , tools & tackles and safety appliances Earned Leave (EL) with wages,if appliacable

Scope of work & Job description:1792985210.pdf

Manpower Outsourcing Services - Man-days Based - Manpower For Miscellaneous Mechanical Maintenance Jobs At Jaduguda (WTP); Unskilled; Mazdoor/Labour (2920)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	Manpower for miscellaneous mechanical maintenance jobs at Jaduguda (WTP)
Skill Category	Unskilled
List of Profiles	Mazdoor/Labour
Experience of Resource	0 to 3 Years
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jharkhand
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	संसाधनों की मात्रा / Total number of man-days required during contract period	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajesh Yadav	832102,URANIUM CORPORATION OF INDIA LTD POST: JADUGUDA MINES,DISTRICT : SINGHBHUM(EAST) JHARKHAND-832102	2920	• Charges per man-day (Inclusive of Wages, EPF, ESIC, EDLI, Bonus, etc) exclusive of GST : 692.67 • Estimated number of overtime man-hours during contract period : 0 • Per hour charges for Overtime Man-hours exclusive of GST : 0

Manpower Outsourcing Services - Man-days Based - Manpower For Miscellaneous Mechanical Maintenance Jobs At Jaduguda (WTP); Skilled; Mazdoor/Labour (2920)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	Manpower for miscellaneous mechanical maintenance jobs at Jaduguda (WTP)
Skill Category	Skilled
List of Profiles	Mazdoor/Labour
Experience of Resource	3 to 7 Years
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jharkhand
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	संसाधनों की मात्रा / Total number of man-days required during contract period	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajesh Yadav	832102,URANIUM CORPORATION OF INDIA LTD POST: JADUGUDA MINES,DISTRICT : SINGHBHUM(EAST) JHARKHAND-832102	2920	• Charges per man-day (Inclusive of Wages, EPF, ESIC, EDLI, Bonus, etc) exclusive of GST : 1030.29 • Estimated number of overtime man-hours during contract period : 0 • Per hour charges for Overtime Man-hours exclusive of GST : 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. The bidder may visit the proposed work site to get well acquainted with the site work before filling out the rate/submit the tender.

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

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

I. Three (3) similar completed works costing not less than the amount equal to 40% of the es timated cost=Rs. 26,26,512/-

Or

II. Two (2) similar completed works costing not less than the amount equal to 50% of the esti mated cost =Rs. 32,83,140/-

Or

III. One (1) similar completed works costing not less than the amount equal to 80% of the esti mated cost =Rs. 52,53,023/-

Similar works means "**Mechanical Plant Maintenance works or Manpower outsourcing with su pply of fitter, technician, Rigger and welder only**".) of any State/PSU/Central government organi zation, No other types of manpower outsourcing works will be taken into consideration for similar work definitions. Bidders must furnish Work Order copies. The respective completion certificate, mentioning the executed amount and date of completion from the client, is also to be submitted.

2. FINANCIAL STANDING:

Average Annual financial turnover during the last 3(Three) consecutive financial years, ending 31/03/2 026, shall be at least 30% (19.69 lakhs) of the estimated cost supported by the audited annual accoun ts of each year.

The audited annual accounts of the last 3(Three) consecutive financial years, ending 31/03/202 6.

3. GEOGRAPHIC PRESENCE:

Office registration certificate: Registered Office within the geographical limits of Jharkhand state, wher e the services need to be provided. Documentary evidence must be provided in the form of a Municipa lity trade license or other such documents as per the following, which serves as proof of having the offi ce establishment.

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

II. Local Employee Exchange registration for the contractor as per the 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 with PQC requirements shall be summarily rejected.

NOTE:

If the works are provided by the contractor in accordance with this contract, the Corporation will pay the c ontractor the price (awarded value) and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will

not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation’s prior approved written consent.

The UCIL shall pay on a reimbursement basis to the total applicable GST @ prevailing rate as per the GST r ule on the 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 expenses an d applicable GST on forfeiture of SD/ retention money/ EMD, etc. shall not be payable.

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

Text Clause(s)

SCOPE OF WORK

1. Reimbursable Cost:

Sl. No.	Description	Reimbursable Amount description
1.	**Safety appliances (PPE)**	**Shall be reimbursed to the contractor @1.5% of Cumul ative Cost per day per resources as per actual attenda nce + GST @18% on submission of proof of supply to UCIL as per requirement mentioned in the bid docume nt.** The contractor shall have to supply all protective safety equi pment like helmets, Safety shoes, hand gloves, safety belts e tc. to his workmen at his cost as required by operations. In c ase the contractor fail to provide the same shall be provided at his risk & cost within one month of work order acceptance, the same amount shall be deducted from the bill.
2.	Tools & Tackles	**Shall be reimbursed to the contractor @1% of Cumulat ive Cost per day per resources as per actual attendan ce + GST @18% on submission of proof of supply to U CIL as per requirement mentioned in the bid documen t**
3.	Reimbursement of Leave with wages as per Section 79(1) in the factory act 1948	**As per provision of** Section 79(1) in the factory act 1948 m entioned in the scope of work
4.	ESCALATION/ DE-ESCALATIO N:	**AS per minimum wages revision as mentioned in scop e of work**

2. Engaging 04 nos. unskilled person’s (i.e. In “A”, “B” “C” & “G” shifts) including Sunday & holiday in WTP, ETP, STP, BARRA GE and JAHIRASTHAN SLIME DAM or as per requirement.

The scope of work per shift under this tender is as follows:

I. To clean the clariflocculator, rapid sand filter, disinfection the sand of sand filter Bed of WTP, cleaning of launder leads from slime dam to ETP, cleaning of all three thickener at ETP, Cleaning of all reaction tanks at ETP, cleaning of aer ation tanks at STP, cleaning of grit chamber at STP, Cleaning of receiving well of RSP AND cleaning of pump inlet well at BARRA GE etc or any other places as per direction of Engineer-in-charge of their representative, if any spillage/overflow of sludge etc. during the operation of WTP, ETP, STP RSP AND BARRAGE.

II. To assist mechanical persons to work with pumps, gearbox, agitator, thickener, compressor, clariflocculator, pipeline maintenance, fabrication work & electrical persons as & when required to mak e the WTP, ETP, STP, BARRAGE and JAHIRASTHAN ready for operation and as per direction of Engineer-i n-Charge or their representative.

III. Making Bleaching solution, alum solution, local solution, barium solution for WTP, ETP, STP, and BARRAGE.

IV. To work in plant running operations as per direction and instructions of Engineer in-charge and its representative.

3. Engaging 04 nos. skilled person's (i.e. In "A", "B" "C" & "G" shifts) including Sunday & holiday in WTP, ETP, STP, BARRAGE and JAHIRASTHAN SLIME DAM or as per requirement.

The scope of work per shift under this tender is as follows:

I. Any breakdown of mechanical equipment such as pumps, gearbox, agitator, thickener, compressor, clariflocculator, pipeline maintenance, fabrication work is to be repaired with the supervision of engineer in charge or their representative with the tools and tackles provided by the party.

I. To assist mechanical persons as & when required to make the mechanical equipment ready and as per direction of Engineer-in-Char ge or their representative.

III. Sometimes to work in plant running operations as per direction and instructions of Engineer in-charge and its represent ative.

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4. The outsourcing of diverse categories of labour on a supply-basis is the scope of work under this specification, which is mer ely descriptive and not exhaustive. Any additional work or services judged necessary for the contract's successful execution, i ncluding those that improve the plant and equipment's dependability, efficiency, and availability, are supposed to be included in the scope of work. The Contractor will perform a variety of tasks and provide a range of services, including but not limited to:

5. Variety of workers are needed, including mechanics, pipe fitters, assistant mechanics, assistant fitters, riggers, helpers, wel ders with gas cutting capabilities, assistant welders, and others who have experience operating material handling plants and processing plants that contain rotating equipment like, agitators, gearboxes, pumps, compressors, exhaust fans, pipe lines thi ckener, compressor, clariflocculator, pipeline maintenance, and valves. The. They required being competent to use vernier-cal ipers, micrometer, and other measuring instruments. According to the Engineer-in-instructions, Charge's provided labour mus t perform the required duties wherever and at any time within the Jaduguda Process Plant.

6. Carrying out the operation executing /routine /preventive /breakdown, agitators, gearboxes, pumps, compressors, boilers, e xhaust fans, pipe lines, valves thickener, compressor, clariflocculator, pipeline maintenance, and other mechanical equipment installed in the mill require skilled, semiskilled, and unskilled mechanical labour, such as fitters, , welders, riggers, and helpers (providing minimum wages, PF, ESI, bonus, and other benefits as necessary). The contractor is required to coordi nate the work at the mill site, provide the appropriate tools and tackles, a welding machine, and safety equipment.

7. The contractor is responsible for giving their staff the necessary tools, including tackles, safety equipment, and ensuring th eir use while working on the job site.

8. Facilities to be provided to the Contractor by UCIL as mentioned below:

I. Lubricants, gaskets, gland packing, bolts, nuts, electrodes, gas cutting sets, consumables, pipes & pipe fittings an d all spares shall be supplied by UCIL free of cost.

II. Space will be provided to the contractor for constructing site office, store etc of their own. Electric power supply (4 15 Volts) may also be provided

III. Water and electricity shall be provided free of cost.

9. Tools &Tackles and Safety Appliances to be arranged by contractor: The contractor will submit detail list of equipment to be brought by them for executing this job. They should bring in at least following items before commencing work: -

a. Spanners of all sizes for each fitter / rigger – 06 sets

b. Safety appliances like :

c. Safety Gumboot Steel Toe– 25 Nos. **(Make : Udyogi Rockmaster)**

d. Safety Helmet – 30 Nos. **(Make : Udyogi Ultra Vent 7000 LRX.)**

e. Rope pulleys - 3 nos

f. Wire rope slings (upto25 mm dia x 3mtr long) 05 nos. each of different sizes

g. Straight grinder - 1 nos.

h. 4''Angle Grinder- 2 nos.

i. Portable hand drilling machine 650 watt - 1 nos

j. Welding accessories like

k. welding screen (Esab), -: 05 Nos.

l. welding goggle (Esab) : 20 Nos.

m. Welding (Heat Resistant) Hand Gloves 16'' -20 Pairs . **(Make :Esab /Mallcom Weldpro)** .

n. Welding Accessories chipping hammer, lighter etc. for Every welders/Cutters - 12 sets

o. Safety Belt (Double Lanyard Full Body Harness) – 10 Nos. **(Make :Honeywell Miller/Karam)**

p. Safety Goggles – 50 Nos. **(Make : Udyogi UD 46 Clear)**

q. First aid kit- 2 sets

r. Cotton Hand Gloves – 70 Pairs **(Make : Udyogi/Mallcom)**

s. Welding Machine of 440 Volts – 1 nos.

t. Chain pulley blocks of 1ton -1 nos , 2 ton - 1 nos., 3ton -1 nos, 5ton -1 nos. capacity each.

u. Dust Mask N95 - 70 Nos. **(Make :3M/Venus/Karam)**)

v. Tape Steel Measuring 3 mtr long **(Freemans)-** 15 nos.

w. Rubber Hand Nitrile Coated Gloves -100 Pairs **(Make : Udyogi/Mallcom)**

x. Ear Plug- 50 Nos.**(Make : Udyogi EP-01 Cored)**

Besides above items the contractor shall bring in all other tools and tackles as per their requirement in the Job. Contractor shall have to bring in all safety PPE (Personal Protective Equipment) for safe working at Site.

10. REMOVAL OF WORKMEN: The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

11. If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

12. The contractor will have to give name, father's name, age, qualification detail address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph duly attested within7 (seven) days before actual commencement of work so that permanent gate pass can be issued.

13. Safety & Security of UCIL' materials: Tenderer will be responsible for safe keeping of materials issued by UCIL on free of cost / chargeable basis and on completion of work or during the course of work all materials issued to the Tenderer should be accounted for.

14. Inspection of tools and tackles: - Time to time the engineer-in-charge shall inspect the tools and tackles of the contractor. If he finds any tools and tackles that is not in proper shape or that may lead to safety hazard, the contractor will have to take the defective tool out of the plant premises. If the contractor cannot arrange the said tool within 7 (seven) days UCIL may provide the same on chargeable basis.

15. The bidder must guarantee that the necessary numbers of people in the various categories are regularly available.

16. According to the instructions of the engineer-in-charge, his agent, or the site-in-charge, the contractor will be required to hire personnel from various categories for a total of 8 (eight) working hours of general shift and/or shift maintenance duty.

17. The contractor must handle breakdown jobs when they become necessary after 8 (eight) working hours. The job will have to be done continually until it is finished, per the instructions of the engineer-in-charge, depending on the state of the plant at the moment.

18. The scope of the contractor's work must include job coordination and supervision. The engineer-in-charge or his representative may request a copy of your supervisor's daily output/work log for each technician when necessary.

19. UCIL will not provide any accommodation for your staff / labours deployed at site.

20. Commencement of work by the Contractor can be affected before execution of agreement but after issue of work order / lett er of intent and fulfilling of statutory requirements of Insurance by the contractor.

21. Working under this contract will not qualify or give any additional claim to any contract employee for employment in UCIL. All statutory rules and regulations applicable as per workmen's Compensation Act shall be followed by the contractor while enga ging and disengaging the Workers / Employees.

22. The contractor has to tackle all labour related issues and maintain smooth IR relation at site so that the job can progress unin terruptedly.

23. Training: Contractor shall have to bring all their labours for necessary training in Mill Training Centre before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI with NCTVT certificate holders or equivalents, etc. and supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-in-charge.

24. Manpower details: The contractor shall submit the bio data of the persons to be employed for this work within two days of aw ard of work. Eligibility criteria of different categories have been furnished in the NIT. The contractor will be allowed to start th e work only after submission of the details / bio data. Performa of Attestation Forms (02nos.) may be obtained from site office , Mill for necessary verification of every labourer separately and submission to the Engineer-in-charge, UCIL for onward trans mission to the competent authority, UCIL.

25. Safety Rules & Regulations for contractor's employees:-UCIL's Safety Rules & Regulations for contractor's employees 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 me asures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet , gumboot, safety belt, shockproof sho e, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expens e 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.

UCIL shall provide all necessary safety appliances on chargeable basis to the contractors if they will not provide to their work ers for safe execution of work, if found so necessary. 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 compet ent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipments b efore the commencement of work at their own cost during work execution period.

26. Site Investigation: The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal handling and storage of materi als, availability of labour, water or similar physical conditions of the site.

27. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of pra ctice. In case of any particular aspect not specifically covered the standards, the standard practice as may be specified by En gineer shall be final & binding.

28. Medical Care: The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor at the site. In serious cases medical facilities of UCIL

may be available on chargeable basis.

29. In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, UCIL as Principal Employer will make payment of wages in full or the u npaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contra ctor under any contract or as a debt payable by the Contractor.

30. After being isolated from any other systems, UCIL will issue a work permit to allow for the start of work. However, before wor k begins, the contractor or his site supervisor must make sure that the equipment is isolated as needed for safe operation.

31. The site supervisor for the bidder shall ensure that all technological trash, including steel and iron fragments, other foreign m aterials debris, etc., produced during maintenance tasks by the supplied labour is completely removed from the designated lo cation.

32. The scope of activity shall include liaison with the CISF for issuance of essential gate passes to contract workers. After the le gislative requirement has been met, UCIL will only submit the documentation for the issuance of a gate pass. Daily attendanc e will be manually validated. According to the mutually agreed-upon performa, the Contractor is required to keep attendance records for all employees provided and to certify those records daily with the Engineer-in-Charge.

33. In accordance with the act and rules, the contractor must follow by all legal requirements pertaining to the health, welfare, a nd safety of any individuals he employs. Additionally, the contractor is in charge of the hired staff's medical care. Ex-gratia/b onus leave salaries, retrenchment benefits, etc. under statutory levies must be paid by the contractor to his staff at his own e xpense in accordance with the bonus legislation and other restrictions. In this regard, UCIL shall not make any more payments.

34. The contractor must keep records of the following information: a) Records of medical examinations of their employees befor e joining; b) Records of initial training before engagement to job; c) Records of contractor workers mentioning their category of employment, age, father's name, address, d) contact information, photos, information for police verification, ID documentation, etc. Records of providing PPE to contract workers are listed respectively. g) Documents proving that contract workers have no right to employment with UCIL, which were made on non-judicial paper costing Rs. 20 and fully attested by a Notary Public.

35. Adequate precautions should be made to protect the safety and security of employees who are on the job. When a worker or another individual who is directly or indirectly involved in the work is injured, the contractor is required to pay for their medic al bills and other expenses. In this regard, UCIL shall be held completely free from liability and indemnified in full. In order to a dequately protect the workers they employ against danger of accident, the contractor must get an adequate insurance policy at their own expense. The contractor is responsible for ensuring that all technicians, skilled workers, and semi-skilled personn el are competent and capable of working independently.

36. Working heights might range up to 20 metres above the ground depending on the location. In some circumstances, replacem ent employment may need to be coordinated with the plant's working or operation in order to avoid impeding production.

37. In some circumstances, the contractor may be asked to provide more staff on Sundays, holidays, or around-the-clock if UCIL deems it necessary. In such situations, no additional rate claim will be taken into consideration. Only the actual number of wo rkers supplied will be documented.

38. 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.

39. Safety appliances (PPE) shall be reimbursed to the contractor @1.5% of Cumulative Cost per day per resources as per actual attendance + GST @18% on submission of proof of supply to UCIL as per requirement mentioned in the bid document. The contractor shall have to supply all protective safety equipment like helmets, Safety shoes, hand gloves, safety belts etc. to his workmen at his cost as required by operations. In case the contractor fail to provide the same shall be provided at his risk & cost within one month of work order acceptance, the same amount shall be deducted from the bill.

40. Tools & Tackles reimburse shall be reimbursed to the contractor @1% of Cumulative Cost per day per resources as per actual attendance + GST @18%on submission of proof of supply to UCIL as per requirement mentioned in the bid document.

41. PENALTY:

A. The contractor shall maintain per day average attendance of **workman as per no. of resources mentioned in the bid document in every running month. Failure to maintain the attendance of the workman imposition of penalty shall be as follows;**

a. No Penalty shall be deducted from monthly bill when 100% and greater or equal to 90% of average attendance is maintained.

b. 2% shall be deducted from monthly running bill when less than 90% and greater or equal to 75% of average attendance is maintained.

c. 5% shall be deducted from monthly running bill when less than 75% and greater or equal to 60% of average attendance is maintained.

d. 10% shall be deducted from monthly running bill when less than 60% of average attendance is maintained.

B. Contractor must have to pay minimum wages, PF, Bonus @8.33 % and other statutory payments to all employee monthly as per duty performed by employee and Monthly payment of all employee shall be paid (as per attendance) before 10th day of next coming months, if payment is not done on or before 10th day of next month to all employee then penalty shall be imposed as mentioned below.

B) **Every 0.2 % of RA bill value penalty for every one day delay of Monthly payment of any employee than 10th** day of next month’s **Maximum up to the total penalty of Maximum 8 % of RA bill value submitted during every month’s period duration.**

Contractor has to declare date of monthly payment of every employee in writing after monthly payment of wages to his employees in every month to ensure timely payment of employee as per labor law.

A. ESCALATION/ DE-ESCALATION:

1.1 **LABOUR COST:** The Corporation will pay monthly cost with an increase/ decrease in the monthly payable amount during the contractual period, in the event of increase/ decrease in relating to variation in prevailing min. wages for avoiding unnecessary contingency in rate due to any changes in the minimum wages as per the Applicable Laws during the Contract period.

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

Prevailing statutory minimum wages BASIC + VDA as per Factory Act rule & Minimum wages Act + other statutoryCompliance towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the deployed labour and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliance's contributions shall be disbursed based on actual attendance at UCIL duty.

Reimbursement of actual disbursement of wages and other statutory compliance contributions from the amount mentioned in the contract as per base date of min. wages will be done by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in the deployed labour bank account duly signed by the deployed labour along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

In case of change in statutory wages and rates of other statutory Compliance s contributions then it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.

1.2 GST COST TO TOTAL TRANSACTION: The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not payable.

B. PENALTY/RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE SERVICE PROVIDER

As per service level Agreement (SLA) & as mentioned in SCC. In case of payment of wages to all labour is not made on or before 7th of succeeding month, failing which necessary action will be taken as deemed fit. Also, the decision of the Engineer-in-charge shall be final and binding on the parties. Should it appear to the Engineer-in-charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.

C. BILLING AND PAYMENT:

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

II. Payment will be released for the correctly made bills normally within 30 working days from the date of submission of bills duly certified by EIC. The Corporation shall not pay any interest for any delayed processing of the bills.

III. No interest shall be payable on withheld amounts.

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

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

I. Startup Bidder is required to submit the documents(s) mentioning the specific goods/ job domains wherein they are registered for, including the application submitted to DIPP, Further, above documents(s) should be certified by the C hartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) a nd notary public with legible stamp.

II. All other provisions and conditions which have not been touched by SCC shall remain applicable as per GTC & SLA.

E. Reimbursement of Leave with wages as per Section 79(1) in the factory act 1948 - Reimbursement shall be done by UCIL as per applicable clause Section 79(1) in the factory act 1948 of as per law and scope of work

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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 where exemption is provided in the tender.

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

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

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

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

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

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

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

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

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

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

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

3. Validity of Tender: -

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

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

4. Deviation: -

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. UCIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note UCIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a 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.

Variation in Quantity of items:-The quantity mentioned under the "schedule of item (s) and quantities" of t his tender is tentative. The actual quantity may vary from that indicated in the tender document due to act ual conditions of the site or due to other reasons with items quantity variation up to ± 25%. 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.

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 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.

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. 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.

20.1. 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.

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 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.

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 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.

23.3.1. Provisions for Workers:

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

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

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

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

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

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

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

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

23.3.3. Medical Certificate of Fitness for Labour

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

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 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.

24.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-comm ercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, a brogated, or changed in India (which shall be deemed to include any change in interpretation or applicatio n by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, the n 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 contra ct. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited i f 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---