बिड संख्या/Bid Number: GEM/2026/B/8202141

दिनांक /Dated: 28-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-11-2026 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: buycon10.ucil.jh@gembuyer.in
वस्तु श्रेणी /Item Category	Bus Hiring Service - Regular Basis - Local; 40-42; Non Deluxe (NDX); 1000 KM; Diesel; 1000 KM
अनुबंध अवधि /Contract Period	5 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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4441367.4
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	44413

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).	66

(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 :

Manager Account
JADUGUDA, Department of Atomic Energy, Uranium Corporation of India Ltd, Department of Atomic Energy (Work 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.

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

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Bus Hiring Service - Regular Basis - Local; 40-42; Non Deluxe (NDX); 1000 KM; Diesel; 1000 KM (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Local
Vehicle Seating Capacity	40-42
Comfort Category	Non Deluxe (NDX)
Usage Variant	1000 KM
Fuel Type	Diesel
Year of Vehicle Model	1000 KM
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Night/Outstation Charges in Rs.	300

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 / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Khomraj	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	N/A

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

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA

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

1. PAST PERFORMANCE CRITERIA:

Past Performance of 'The bidder' having successfully execution (completion) of at One or Two or Three Order(s)/ Contract(s) of similar type of contract of "HIRING OF VEHICLES- PASSENGER COMMERCIAL VEHICLES" to any Central / State Govt. Organization / PSU / Public Listed Company in last SEVEN (07) years ending on last date of the previous month in which BID issued.
Estimated Bid Value = Rs.44, 41,367.40/- incl. GST towards rental rate of one no. Tata Star Buses (40 seater).

At least One order/ contract of minimum value of execution	OR	At least Two orders/ contracts each of minimum value of execution	OR	At least Three orders / contracts each of minimum value of execution
Rs.35,53,094/-		**Rs.22,20,684/-**		**Rs.17,76,547/-**

2. **DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE CRITERIA:** - In support of the claim of meeting this technical criterion, bidder must submit following documentary proof in GeM portal.
   a. Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work Service, various components/ Items, period and value.
   b. Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order / Purchase order/ Service order, actual value of executed work and actual date of completion.
   c. If the bidder has submitted an order copy from a public listed private company to fulfill the criteria listed above, FORM 16(A)/ 26(AS) of the specified contract period must also be submitted as proof of eligibility.
   d. **Note: 1-** In case the bidder is executing a Rate, Contract which is still running and the Contract Value executed for above said work till one day prior to the due date of bid submission is equal to or more than the minimum executed value specified in above past performance criteria, such experience will also be taken into consideration provided that the bidder has submitted satisfactory Work Execution Certificate to this effect issued by the End User / Owner.

3. FINANCIAL STANDING CRITERIA:

The average annual financial turnover (Copy of Audited Financial Results) of the bidder should not be less than **Rs. 13.32 lakhs** during preceding three [03] financial years ending on 31 st March 2026.

4. **GEOGRAPHIC PRESENCE**: GEOGRAPHIC PRESENCE: Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of the Entire State Jharkhand where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.
   i. Trade License issued by the local authority in the name of the Firm or
   ii. Landline phone number in the name of the Firm or
   iii. Electricity bill for last one year in the name of the Firm or
   iv. GSTIN registration or
   v. Udyam/MSME/Udyog Aadhaar Certificate.

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

6. **QUALIFICATION**: The eligibility is to be decided strictly based on documents submitted at the time of rec eipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but th ere is no bar to seek clarification or authentication of submitted documents. However in case of poor res ponse, with a view to increase the competition, admission of additional documents to meet the PQ – criter a may be allowed subject to the condition that
   i. 'Poor Response' implies when less than three bids are found suitable on the basis of su bmitted eligible documents as per NIT.
   ii. The additional document should not be issued subsequent to last date of receipt of ten der as mentioned in the NIT.
   iii. The bidder submitting additional documents has submitted EMD and tender cost as p escribed in NIT.And the opportunity of submission of additional documents will be give n to all the bidders.

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

   NOTE:
   If the works are provided by the contractor in accordance with this contract, Corporation will pay the cont actor 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 n ot be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

   The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule o n total transaction value (i.e. price actually paid to the service provider) after deduction of GST amount f om the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and appli able GST on forfeiture of SD/ retention money/ EMD etc. shall not payable.

.

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

Text Clause(s)

1 Vehicle Specification : (quantity 1 number): Tata Star (Skool) bus(40 Seater) 08 hour x 06 days dut y basis

• Vehicle Type (Types of bus): Skool Bus (40 seater)

• Type of Bus: Tata star Skool Bus

• Year of vehicle model: Ex-Showroom- Brand new purchased & registered after placement of order.

• Fuel Type: Diesel

• Type of Service : 08 Hrs x 06 days

• Air conditioning Requirement: N/A

• This segment includes vehicles for transport of passenger (Students) with a seating capacity of 40 besides driver.

• Reimbursable Cost is Fuel cost as per bid terms & condition mentioned in the bid documents.

2 CONTRACT PRICE/ RATES: Rate quote for Vehicle without fuel charges and labour Cost quoted by bi dder.

Contract Price = Number of vehicle required × Monthly Base Fare WITHOUT FUEL per vehicle of speci

fication inclusive of GST × No. of months of contract period.

Where, Monthly Base Fare (per vehicle) inclusive of GST = [vehicle monthly rental only (Rs.)] × (1+ G
ST in %).

Important1: The Service Provider to quote their best prices per month rate of renting the vehicle afte
adding the given estimated monthly labour cost per vehicle .

The quoted/ offered rates without labour, shall be inclusive of all expenses i.e. All India (Tourist) perm
it, Commercial Road Permit, commercial tax liability, comprehensive insurance, commercial road tax,
fitness, PUC, other statutory levis & charges, maintenance cost, cost of spares/ consumable & lubrica
ion cost etc and other incidental charges & contractor's profit margin, if any and safety aid for emplo
yed operators, other statutory facility etc. and also inclusive of GST other than GST on reimbursable c
osts

The Service Provider to check quoted bid price on their own before authorization of quoting. Buyer wi
l not take any responsibility in this regard. All costs related to Personnel shall be based on the prevail
ng minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowance
s. Quotation of

'Nil" Service charge/ margin over such minimum wages cost of personnel shall be rejected as
nonresponsive.

Important2: The rental charge per month of vehicle shall be paid by the Corporation for complete mo
nth period. However, for un-availability of vehicle for any reason, penalty @ 2 times of rate for non-a
vailability period excl. GST will be deducted from the running bills as per the instruction of Engineer-i
n-charge.

Important3: Regarding labour cost escalation, please refer the labour cost ATC clause.

Important4: Regarding fuel cost reimbursement, please refer the fuel cost ATC clause.

Important5: Regarding GST reimbursement, please refer the GST ATC clause. Important: The quoted
rice should be inclusive of GST of quoted portion. If the GST is to be paid under RCM, the quoted price
shall be considered inclusive of GST under RCM. In that case, amount of GST under RCM derived from
the total quoted price (including GST) shall be deducted for making payment.

3 PAYMENT CALCULATION:

i Quoted/ final rate per vehicle of service provider of renting of vehicle along with other taxes & duti
es without labour cost incl. GST and without Fuel Cost & its GST = Rs. X per month per vehicle

ii Per vehicle rental cost for a particular month without Labour & Fuel & GST = (Rs. X per month per v
ehicle minus estimated monthly labour cost as mentioned in bid document) ÷ (1+ GST in %)

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

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

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

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

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

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

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

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

xi Add: GST on total = GST calculated

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

xiii Less: S.D. if applicable

xiv Less: TDS, if applicable

xv Less: Income tax etc

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

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

3.2 EXTRA RATES FOR NIGHT HALTS/ OUTSTATION NIGHT CHARGES (REIMBURSABLE COST) -The contractor shall have to make his own arrangements for the stay of his staff including night-halt etc. at his own risk and cost as per requirement. However, the Corporation shall pay on reimbursement basis the night halt charges in case vehicle(s) are deputed for ‘outstation duty’ and required to stay overnight. A night halt charge amount of @ Rs.300/- per night excl. GST to the driver/ operator/ helper would be reimbursed by Corporation to the contractor for the requirement of night-halt. In such case over time payment as per above shall not be applicable.

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

In case a vehicle is utilized in night duty also at site, the owner shall be paid an extra amount of Rs.300/- per night duty excl. GST on due certification by respective EIC. In such case payment for extra hour usage as per above shall not be applicable.

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

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

nancial bids.

3.5 COST OF FUEL (REIMBURSABLE COST):

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

Cost of fuel payable amount on ruling price = (R × I)/N

Whereas,

R = Total km. run during the month.

I = Ruling price of fuel per liter.

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

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

Average km per liter: N =Tata Star Skool Bus (40 Seater): 05 km per liter.

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

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

3.6 GST COST TO TOTAL TRANSACTION (REIMBURSABLE COST):

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST r
ule on total transaction value (i.e. price actually paid to the service provide including fixed rental fee
and reimbursable cost as per contract) after deduction of derived GST amount from the amount ment
ioned in the contract fixed rate. GST on penalty, interest, non-related expenses and applicable GST o
forfeiture of SD/ retention money/ EMD etc. shall not payable.

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

4 UNDUE PROFITEERING

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

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

5 ESCALATION/ DE-ESCALATION:

5.1 The Corporation will pay reimbursable labour cost during the contractual period in relating to vari ation in wages of LABOUR COST: The Corporation will pay monthly package cost with an increase/ de crease in the monthly package payable amount during the contractual period, in the event of increas e/ decrease in relating to variation in prevailing min. wages for avoiding unnecessary contingency in ate due to any changes in the minimum wages as per the Applicable Laws during the Contract period. Prevailing statutory minimum wages [BASIC + VDA] + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimu m Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver of hired vehicle and to statu tory authorities by the contractor on monthly basis through an E-Payment mode and through a separ te Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disb ursed based on actual attendance at UCIL duty.

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

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

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

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

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

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

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

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

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

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

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

8 Uniform:

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

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

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

9 GENERAL

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

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

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

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

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

10 PERIOD OF CONTRACT:

10.1 Contract Duration: The contract would be for a period of 05 (five) years subjected to successful p
erformance/ review, unless terminated earlier as per the contract. The agreed contract period may be
extended further two years on the same rates, terms and conditions depending upon the requiremen
and administrative convenience of UCIL.

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

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

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

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

11 SCOPE OF WORK (Scope of Service):

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

11.2 MINIMUM MANPOWER & EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTOR: The successful bi dder shall be required to deploy minimum manpower to carry out the work as mentioned below:

(a) Vehicle specification -commercial 8-hour duty basis per vehicle, Category of contractual labour - Skilled –Driver, Minimum total Number of Driver- [1 number + reliever] Per vehicle, Duty hrs. per day per contractual labour.- 08 hrs. per day & 6 days in the week.

11.3 In case for fulfillment of scope of work, more number of manpower is required, then same shall be deployed by the contractor at no extra cost.

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

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

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

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

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

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

11.10 The Contractor shall ensure that the drivers of the vehicles are given “one (01) day’s off in a w eek” and provide alternate driver for the day.

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

11.12 Applicable leave for 20 days attendance may be provided to the (Driver + Helper) allocated ir the vehicle. Cost to the leave will be reimbursable by us in respective R.A. Bill.

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

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

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

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

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

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

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

12.7 The driver/ contractor shall not carry any unauthorized passenger in the vehicle on duty hours. I n case the same is detected, no payment shall be admissible for the day/ days of such occurrence. In case contractor/ driver ignores the instructions, the vehicle shall not be accepted and penalty Rs.100 /- per instance shall be imposed and in case of no improvement and corrective action, Engineer-in-Ch arge shall initiate action for de-hiring/ cancellation of contract.

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

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

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

12.11 The monthly rent includes Sundays and holidays in a month. Regular vehicle shall be given on e day off in a month for maintenance to keep the vehicle in good running condition, i.e. any one Sund ay subject to the convenience of the user. The vehicle is allowed a maximum of 75 kms run only incl uding to & fro per month for maintenance purpose. However, contractor has to provide suitable subst

itute/ replacement vehicle during maintenance period. In case of failure, penalty would be made as p
er relevant clause of SLA.

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

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

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

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

12.16 The driver should be conversant with local language preferably having knowledge of Hindi & En
glish.

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

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

13 VEHICLE DOCUMENTS:

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

14 RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

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

14.9 Amendment in statutory compliances acts: In case of rule of statutory compliances acts is enact ed, promulgated, abrogated or changed then it will be reimbursed to the contractor on actual disburs ement of wages to the beneficiary and statutory authorities on submission of proof of payment to UC L.

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

15 FOR LOSSES AND DAMAGES CAUSED BY CONTRACTOR

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

a) the Services themselves or

b) any other property of the Procuring Entity or

c) The lives, persons, or property of others.

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

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

16 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

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

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

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

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

17 INSURANCE:

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

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

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

18 BILLING AND PAYMENT:

18.1 Contractors shall submit bills duly certified by designated officers of UCIL in respect of the servic e (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 servi ces rendered as per the logbooks. Contractor is required to submit the bills within 15 days of the follo wing month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The complet e in all respects will be processed and paid within 30 days from the date of receipt by the concerned Account Section.

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

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

18.4 No interest shall be payable on withheld amounts.

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

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

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

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

4. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

5. **Forms of EMD and PBG**

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

   “URANIUM CORPORATION OF INDIA LIMITED”
   payable at
   “JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   “URANIUM CORPORATION OF INDIA LIMITED”
   payable at
   “JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---