



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3877452 Dated/दिनांक : 05-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-09-2023 10:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	26-09-2023 10:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo	
Department Name/विभाग का नाम	Department Of Atomic Energy	
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited	
Office Name/कार्यालय का नाम	Jaduguda	
ltem Category/मद केटेगरी	Custom Bid for Services - REGULAR REMOVAL AND CLEANING OF COARSE SAND SCALING SPILLAGE FROM LEACHING SECTION AND NEW FILTRATION UNIT AND PRECOAT AREA OF CHEMICAL HOUSE SECTION IN JADUGUDA MILL	
Contract Period/अनुबंध अवधि	1 Year(s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, 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	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	T No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	Б 3 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	2010071	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

Bid Details/बिंड विवरण		
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20100

ePBG Detail/ईपीबीजी विवरण

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

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने 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।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Works Account Section

URANIUM CORPORATION OF INDIA LIMITED, PO- JADUGUDA MINES, EAST SINGHBHUM, JHARKHAND- 832102 (Chief Manager Account Works)

Splitting/विभाजन

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

MII Compliance/एमआईआई अन्पालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. 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. 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.

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

Price Break Up - 1693042613.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1693042903.pdf</u>

Service Level Agreement (SLA): 1693042909.pdf

Payment Terms: 1693042919.pdf

GEM Availability Report (GAR): 1693042951.pdf

Custom Bid For Services - REGULAR REMOVAL AND CLEANING OF COARSE SAND SCALING SPILLAGE FROM LEACHING SECTION AND NEW FILTRATION UNIT AND PRECOAT AREA OF CHEMICAL HOUSE SECTION IN JADUGUDA MILL (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	REGULAR REMOVAL AND CLEANING OF COARSE SAND SCALING SPILLAGE FROM LEACHING SECTION AND NEW FILTRATION UNIT AND PRECOAT AREA OF CHEMICAL HOUSE SECTION IN JADUGUDA MILL	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO- SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1	N/A

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

1. Generic

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-qualification criteria:

- 1. The bidder should have experience of having successfully completed similar works during last 7 years ending on 31.05.2023 as at (a) or (b) or (c) below:
- a) One similar completed work costing not less than 80% of the estimated cost or
- b) Two similar completed works costing not less than 50% of the estimated cost each or
- c) Three similar completed works costing not less than 40% of the estimated cost each.
- 2. The bidder must have transport facility like Tractor trolley on their name to be eligible for this contract. Offer of bidders have to submit documentary evidence (i.e. Registration certificate) and who do not own any relevant transport facility, to be summarily rejected.

("Similar work" – Supplying of manpower with transport facility like tractor trolley etc. in any contract)

3. The average annual financial turnover during the previous three (03) years, ending 31st March of the previous financial year, i.e. 2021-22, 2020-2021 & 2019-2020 should be at least 30% of the estimated cost.

Documentary evidence in the form of works order copies along with completion certificate specifying the work and amount of contract should be uploaded. Bidders have to upload documentary proof of PAN, GST registration no. and EPF A/C. No. and ITR/Annual report containing balance sheet a nd statement of profit & loss account and registration certificate of the relevant transport facility.

Instructions to Bidders (ITB)

- A. The Bidder shall bear all costs associated with the preparation and submission of its bid and Cor poration will in no case be held responsible or liable for these costs, regardless of the conduct or o utcome of the bidding process.
- B. Tenders without EMD & TENDER FEE (if applicable) or copy of valid documents supporting exem ption from such payments, GSTIN reg. No., PAN No., EPF reg. No. will be summarily rejected, exce pt where exemption is provided in the tender.
- C. Exemption from paying tender fees & Earnest Money Deposit:
- i. As per Public Procurement Policy of Government of India, exemption from payment of Tender fe es & Earnest Money Deposit is allowed to Micro and Small Industries (MSEs) provided such MSEs e nclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority (under MSMED Act 2006) OR any other entity as may be specified by Govt. guidelines from time to time, after ensuring that the approval pertains to the class of item/ works for which tend er is floated. MSEs shall be treated as owned by SC/ ST or women entrepreneurs as per GOI guidelines. Kindly note that if these documents are not attached with the Bid/Tender Document as per the provisions in the e-Tender process by MSME Bidder/ Tenderer for claiming exemptions, their Bid/ Tender shall not be entertained and shall be treated as rejected.
- ii. Public Sector Undertakings, State Government Undertakings, may be exempted from payment of tender fees/ EMD subjected to the prior approval of Competent Authority.
- D. Relaxation of conditions of prior turnover and prior experience:
- i. Pre-qualification criteria with respect to Prior Turnover and Prior experience may relax for all star t-ups [Whether Micro & Small Enterprises or Otherwise] as per GOI guidelines subject to meeting o f Quality and Technical specifications.
- ii. UCIL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specifie d in the tender and subject to meeting extant & relevant guidelines of Government of India. This s hould be confirmed and substantiated in the technical bid. The bidder who intends to participate a s "Start-up" company should enclose the Certificate of Recognition issued by Department of Indus trial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of T echnical bid.
- E. Purchase preference to MSME: The purchase preference to MSEs shall be applicable only for pro curement of goods produced and services rendered by MSE(s).
- F. QUALIFICATION: The eligibility is to be decided strictly based on documents submitted at the tim e of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. How ever in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ criteria may be allowed subject to the condition that
- a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- b) The additional document should not be issued subsequent to last date of receipt of tender as m entioned in the NIT.
- c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

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

- G. Cartel Formation/ Pool Rates:
- i. Cartel formation or quotation of Pool/ Coordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amen

dment) Act, 2007, shall be considered as a serious misdemeanour and shall be dealt accordingly, besides filing of the information with the Competition Commission of India, for further action.

- ii. Unless the Procuring Entity decides this to be case of Cartel/ Pool Rates, if more than one bidder quote same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities to the bidders based on considerations like past experience/ performance, performance capabilities and financial capabilities, any extra features/ benefits offered etc.
- H. Consideration of Abnormally Low Bids: An Abnormally Low Bid is one in which the Bid price, in c ombination with other elements of the Bid, appears so low that it raises substantive concerns as t o the capability of the Bidder to perform the Contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid p rice in relation to scope, schedule, allocation of risks and responsibilities, and any other requireme nts of the bids document. If, after evaluating the price analyses, procuring entity determines that t he Bidder has substantively failed to demonstrate its capability to deliver the Contract at the offer ed price, the Procuring Entity shall reject the Bid/ proposal.
- I. Price Negotiation: Normally there shall be no price negotiations. However, the Procuring Entity re serves its right to negotiate with the lowest acceptable bidder (L-1), who is technically cleared/ ap proved for delivery of Services and on whom the Contract would have been placed but for the deci sion.

J. Disclaimers:

- i. Regarding Purpose of the Tender Document- the Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Docume nt is to provide the Bidder(s) with information to assist them in the formulation of their Bids for sub mission.
- ii. The Tender Document and ensuing bids; communications and Contracts shall alone determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document shall have any locus stand in such a relationship. Any reference or citation of such documents/ guidelines/ Manuals therefore shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.
- iii. The Procuring Entity, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rul es or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, da mages, cost or expense which may arise from or be incurred or suffered on account of anything co ntained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, com pleteness or reliability of the Tender Document and any assessment, assumption, statement or inf ormation contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Tender. The Procuring Entity, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever ca used arising from reliance by any Bidder(s) upon the statements contained in the Tender Docume nt.

K. Award of Contract:

- i. Selection of Successful Bidder(s): The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible, and Qualified, Technic ally suitable and who has offered the lowest evaluated Bid price as per evaluation criteria detailed in the Tender Document.
- ii. Procuring Entity's Right to Vary Quantities at the Time of Award: At the time of award of contract, the Procuring Entity reserves the right to increase or decrease the quantum of Services originally specified in Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) per cent of tendered quantity (or any other percentage indicated in the tender documents).

t) and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

iii. Verification of Original Documents: Along with Award of Contract, before signing the Contract, the Procuring Entity shall ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted on-line along with Technical Bid. The photocopies of such self-certified documents shall be verified and signed by the competent officer and shall be kept in the records as part of the Contract agreement. In case of Bidder's failure to provide such originals or in case of serious discrepancies in such documents, it shall be treated as breach of Contract and of Code of Integrity and it shall be lawful for the Procuring entity to avail all remedies under such provisions.

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

Text Clause(s)

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

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

A. Scope of work:

- 1. Quantity to be handled: Regular removal and cleaning of coarse sand, scaling etc. from dra in launders, emergency pit and in-side catchment area of Leaching Pachucas and tanks and spilla ge from top and Chemical House Section in Mill division. (Tentative) 7000 MT
- 2. Removal of coarse sand, scaling etc. manually by shoveling from the drain launders of all t he two rows of pachucas and leaching tanks, emergency pit (including suction box) and inside cat chments areas of leaching pachucas & tanks. Loading in trailers along with tractor or relevant me ans and driver are to be arranged by the contractor at his own cost. Approximate quantity of remo val will be about 320 350 MT per month (75-85 MT per week) or as required. This quantity may v ary depending upon plant situation. These are to be unloaded into ground hopper after weighment in UCIL weighbridge. The work is to be done carefully without damaging Brick Lining / Mastic Lining in the Emergency Pit / Drain Launders of Leaching Pachuca Area and Leaching Tank.
- 3. Removal of spilled slurry manually by shoveling from Chemical House. Approximate quanti ty of removal will be 160- 175 MT per month (35-45 MT per week). This quantity may vary depending upon plant situation. The spillages from top floor will have to be accumulated and dumped into the repulper of running primary and secondary filters as per the direction of the Engineer-In-charge or his representative.

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

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

4. Measurement Recording

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

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

5. Required minimum Manpower

The contractor will have to deploy minimum 6 (SIX) unskilled persons per day for works at serial n o. 1 (i.e. for removal in leaching area and for removal of spillages in Chemical House Section). 1 no . of driver (skilled category for transport facility) will have to deploy for transport facility.

Note: (Common for above jobs)

- i. Contractor will have to arrange and provide transport facility like tractor trolley or relevant to plant condition, its fuel, etc. purely at their own cost. The company will not provide any means o f transportation, fuel etc. for cleaning and removal of slurry/spillage/scaling in any of the job menti oned above.
- ii. The estimate is prepared considering transportation cost components (directly and indirectly) along with manpower involved in this job.
- iii. Considering space constrain at the site of lifting the material (spilled slurry), it is preferable to engage tractor trolley with manpower. Any dispute arising in engagement of other transport facility for the job will not be entertained.

B. PERIOD OF CONTRACT:

Period of Contract: The contract would be for a period of 12 (twelve) months subjected to successf ul performance/ review, this agreed contract period may be extended further on the same rates, t erms and conditions depending upon the requirement and administrative convenience of UCIL, ho wever UCIL has the right to terminate/ curtail the contract at any time after giving one-month noti ce without assigning any reason.

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

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

Payment: - 11 (Eleven) R.A. bills and 1 (One) final bill will be paid against this work after submission of bill in 4 (four) copies. Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of clear bill (s) in 4 (Four) copies in tenderer's letter head. Contractor shall also mention work order no., date a s well as name of work and actual date of commencement of work in their every bill(s). Final bill w ill be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.

D. Price Escalation and Tax & Duties: -

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

Labour wage adjustment: $V = (65/100) \times [(L - Lo)/Lo] \times R$

Where

V = Extra Wage to be paid.

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

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

R= Value of work execute.

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

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

- E. Variation in Quantity of items:- The quantity mentioned under the "schedule of item (s) and quantities" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the total variation of ± 10 % of the awarded value. The other te rms & conditions and rate (s) shall remain firm within this limit.
- F. Penalty: The contractor shall lift specified quantity as mentioned in scope of work in every running month. Failure to maintain scheduled quantity, imposition of penalty shall be as follows;
- a. No Penalty shall be deducted from monthly bill when 100% and greater or equal to 80 % of specified quantity is completed as mentioned in scope of work.
- b. 2% shall be deducted from monthly running bill when less than 80% and greater or equal t o 60 % of specified quantity is completed as mentioned in scope of work.
- c. 5% shall be deducted from monthly running bill when less than 60 % and greater or equal to 40 % of specified quantity is completed as mentioned in scope of work.
- d. 10% shall be deducted from monthly running bill when less than 40 % of specified quantity is completed as mentioned in scope of work.

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

G. INSURANCE & OTHER DUTY & TAXES:

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

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

- H. Safety Rules & Regulations for contractor's employees:-UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-B will be complied strictly during the executio n of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian El ectricity Rules to do the electrical works. UCIL shall not provide any safety appliances and tools & t ackles under any circumstances. Contractor shall ensure the use of safety appliances during the w ork at site. Contractor will take full safety measures and arrange the necessary safety gadgets / a ppliances, tools & tackles, helmet , gumboot, safety belt, shockproof shoe, safety suit / uniform, g oggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expe nse approved by the Safety Officer (Mill), UCIL so as to ensure that no damage, loss or injury to co rporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor. Contractor must report in writing (duplicate) to the Engineer-In ch arge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Saf ety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipments before the commencement of work at their own cost during work execution period.
- I. License for engaging Inter-State Migrant Workmen:-Contractor shall obtain license under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if they engage on any day of the preceding 12 months (as defined under section 2 (e) of the said act), 5 or more interstate migrant workmen for execution of the contract. Contractor shall have to

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

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

K. OTHER TERMS & CONDITION:

- 1. The contractor is required to provide all tools & tackles, safety appliances like Gumboot, Gl oves, Apron, Helmet, and Goggles etc. to the persons engaged for this job. UCIL shall provide all n ecessary safety appliances on chargeable basis to the contractors if they will not provide to their w orkers for safe execution of work.
- 2. 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 up on transportation, disposal handling and storage of materials, availability of labour, water or similar physical conditions of the site.
- 3. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CP WD specifications and codes of practice. In case of any particular aspect not specifically covered t he standards, the standard practice as may be specified by Engineer shall be final & binding.
- 4. Necessary workmen insurance coverage shall be obtained by the contractor for the workm en engaged at site and labour license, if applicable shall be obtained this work at their own cost fo r the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
- 5. 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.
- 6. UCIL reserves the right to disqualify such bidders who have a record of not meeting contra ctual obligations against earlier contract entered into with UCIL and in case they fail to honour their bid without sufficient ground blacklist such bidder /bidders for a suitable period as per UCIL procedure.
- 7. In case of breach of contract by the contractor, the Security Deposit shall be forfeited by U CIL and this may result in black listing of contractor's firm in addition to the termination of the contract.
- L. Security Rules & Regulations and Entry Passes:-Contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed. The contractor will have to submit the details of the persons to be employed for this work within two days of award of work. The contractor will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photographs for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.

4. Buyer Added Bid Specific SLA

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Scope of work:

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

efined in the Drawings, Specifications and associated documents as referenced within this contract.

2. Completion period of contract: -

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

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

3. Prices:

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

The Contract Sum is the "price inclusive GST", i.e. inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, s cope of work and completion of the work described, together with all general risks, liabilities and obligation s set forth or implied in the document upon which the tender is based.

The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submissi on of invoices subjected to any additions or deductions due to price variation under price adjustment/ devi ation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

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

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

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

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

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

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

- (a) Any bid not accompanied by Bid Security as per stipulated requirements shall summarily be rejected.
- (b) In case the Tenderer intends to submit the bid security in the form of Bank Guarantee, the Tenderer sh all submit the original Bid Security in the form of Bank Guarantee along with the bid. However, UCIL shall v erify the authenticity of the Bank Guarantee submitted by the Tenderer from the issuing Bank. In the even t of any discrepancy in the Bank Guarantee on verification, the offer submitted by the Tenderer shall be rej ected.
- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
- (v). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and duri

ng the validity period of the tender.

- (vi). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorised extensions.
- (vii). The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
- (viii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

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

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

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as 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 Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

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

5. Validity of Tender: -

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

6. Deviation: -

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the hea ding 'Deviation'. The Corporation reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the require ments of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.

7. Award of Contract:-

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

8. Privilege Clause:-

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

9. Security deposit (SD):

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty p ercent of this amount shall have to be deposited as initial security deposit at the time of exec

ution 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 shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee 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 with a claim period of Six months beyond it's required validity.
- (iv). In addition to the above, if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1st / subsequent 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 real ized/ retained by the Corporation.
- b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient p art of his security deposit or from the interest arising there from or from any sums which may be due or be come due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourte en days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- c) Refund of Security Deposit:

Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing th at the work has been completed as per condition Penalty (Liquidated Damage clauses hereof etc.) against submission of a Performance Bank Guarantee (PBG) for 10 % (if applicable) of the work order value (or if n o DLP period, no PBG is required).

Or You will be given the option to convert SD BG in to PBG and on expiry of the Defects liability period (ref erred to in condition Penalty (Liquidated Damage clauses hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

10. FORFEITURE OF SD & RETENTION MONEY:

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

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

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

11. Contract Agreement:-

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

Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and re turn it to the Corporation. Till the contract is signed, the LOI/ Work Order issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Securit y if submitted by the successful Tenderer.

12. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of 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 prescribed as per GST Act, 2017 invoice rule in their every invoice(s).

Hundred percent (100%) payment including GST will be paid completely or on pro-rata basis in case of con tinuous supply of services (as per monthly RA Bills) after completion of work/ supply as certified by the Cor poration, against submission of initial S.D. for 5 % of the work order value. S.D. will be returned on complet ion of work (referred to the condition of Penalty (Liquidated Damage clauses hereof)) and after completion of all obligations under the contract.

13. Tax & Duties: -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties & cess, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties , charges, and taxes.

14. 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 the 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.

15. Insurance/ ESIC compliance:-

The contractor shall ensure & maintain insurance/ ESIC compliance 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/ ESIC compliance at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy/ registration of labour in firm's ESIC shall also indemnify UCIL against any claim raised by the injured / affected work men or his family.

16. Defects Liability Period: -

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

17. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including I 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. ESIC/ Bonus, Workmen's Compensation, EPF and any other laws and rules a pplicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is cal led upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

18. Penalty (Liquidated Damage): -

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier/ contractors for del ays in execution of purchase order/ contract. LD shall be levied @ 0.5% per week or part thereof on the val ue of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties). LD is liable to GST at applicable rate.
- (b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :
- (i) Delay attributable to UCIL / Force majeure:

LD Not Applicable

Taxes & Duties Any increase in taxes and duties on account of statutory increase, fresh imposition of any d uty or taxes which take place during such extended period shall be admissible.

Price Variation Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during su ch extended period.

(ii) Delay attributable to Supplier / Contractor:

LD Applicable

Taxes & Duties Increase / fresh imposition of taxes and duties during the extended period will be to the ac count of the supplier/contractor.

Any decrease in taxes and duties during the extended period will be availed by UCIL

Price Variation Price variation, if indicated in the contract will be applicable for the work performed within the 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.
- 19. Variation in items of scope & Quantity of items:-

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

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

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

20. Variation in Price:

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

21. Termination for Insolvency:

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

22. NOTE: -

In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General c onditions of contract & scope of work & other terms and condition of contract under this tender document.

5. Forms of EMD and PBG

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

"URANIUM CORPORATION OF INDIA LIMITED" payable at

"JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]"

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. Forms of EMD and PBG

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

"URANIUM CORPORATION OF INDIA LIMITED" payable at

"JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]"

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---