

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम/Office Name	Jaduguda
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Others , Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others
अनुबंध अवधि /Contract Period	1 Year(s) 28 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	1

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	2211477.5
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	22114

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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.

लभार्थी /Beneficiary :

URANIUM CORPORATION OF INDIA LIMITED)

Uranium Corporation of India Ltd. PO : Jaduguda Mines Dist. : East Singhbhum Jharkhand Pin 832102 (Jaduguda)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per Annexure Attached.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per Annexure Attached.

Scope of work & Job description:[1760678624.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1760678678.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1760678682.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Others (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Material Handler
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jharkhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	PAID 3 NATIONAL HOLIDAY
Title for Optional Allowances 2	WAGES FOR EL
Designation	MATERIAL HANDLER

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 674 • Bonus (INR per day) : 56.1442 • EDLI (INR per day) : 3.37 • EPF Admin Charge (INR per day) : 3.37 • Optional Allowances 1 (INR per day) : 8.07 • Optional Allowances 2 (INR per day) : 32.4 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 21.91 • Provident Fund (INR per day) : 80.88 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others (7)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Sweeper
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Jharkhand
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	PAID 3 NATIONAL HOLIDAY
Title for Optional Allowances 2	WAGES FOR EL
Designation	SWEEPER

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

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 Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	7	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 541 • Bonus (INR per day) : 45.07 • EDLI (INR per day) : 2.71 • EPF Admin Charge (INR per day) : 2.71 • Optional Allowances 1 (INR per day) : 6.48 • Optional Allowances 2 (INR per day) : 26 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 17.58 • Provident Fund (INR per day) : 64.92 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

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

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

1. PRE-QUALIFICATION CRITERIA(PQC)/ELIGIBILITY CRITERIA

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

A. PAST PERFORMANCE CRITERIA:

Bidder shall have successfully completed similar works 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 as per any one of following:

I. Three (3) similar completed works costing not less than the amount equal to Rs.8,84,591.0 (40% of the estimated cost which is Rs. 2211478).

Or

II. Two (2) similar completed works costing not less than the amount equal to Rs.11,05,739 (50% of the estimated cost which is Rs. 2211478).

Or

III. One (1) similar completed works costing not less than the amount equal to Rs.17,69,182.0(80% of the estimated cost which is Rs. 2211478).

Similar works means "Similar works means "Experience in Sweeping/Cleaning OR material handling in any Industry". No other types of manpower outsourcing works will be taken into consideration for similar work definitions. Note: All relevant work order/Purchase order/Service order submitted by bidder in support of "Similar Work" experience should have been executed/ completed within the Qualifying Period.

B. 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) from client of the specified contract period must also be submitted as proof of eligibility.

C. FINANCIAL STANDING:

Average Annual financial turnover during the last 3 (Three) consecutive financial years, ending 31/03/2025 shall be at least Rs.6,63,443(~30% of the total financial implication), FY24-25, FY23-24, FY22-23. The Bidder shall submit Last 3 consecutive Financial Years, ending 31/03/2024 Audited Profit & Loss Account and Balance Sheet.

A. The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.

B. If any bidder does not submit the Turnover value for any of the 3 years, the bidder will not disqualify and instead shall consider all 3 years for computing the average

e assuming a value of “zero” for the year for which no information has been furnished by the bidder.

D. GEOGRAPHIC PRESENCE:

The bidder shall have local presence AT DISTRICT OF EAST SINGHBHUM OR DISTRICT OF SARAIKELA KHARSAWAN in Jharkhand State or Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of DISTRICT OF EAST SINGHBHUM OR DISTRICT OF SARAIKELA KHARSAWAN of Jharkhand State where the services need to be provided. Documentary evidence must be provided as per the following which satisfies as a proof of local presence as per this criteria, having the office establishment. Note- Any other document (except list of document mentioned below) will not be considered for the proof of local office address proof:

I. GSTIN registration OR

II. Udyam Certificate.

2. Any bid not complying above mentioned PQC requirements a) PAST PERFORMANCE CRITERIA, b) DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE CRITERIA, c) FINANCIAL STANDING CRITERIA and d) GEOGRAPHIC PRESENCE CRITERIA shall be summarily rejected.

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

4. **QUALIFICATION:** The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ - criteria may be allowed subject to the condition that

a) ‘Poor Response’ implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

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

c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT. And the opportunity of submission of additional documents will be given to all the bidders.

5. **Manpower Preference:** The Contractor shall give first preference to the persons who are already working in current existing contract, and then to others.

NOTE:

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

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

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

The Scope of work will include the following :

1. Cleaning of site and its approach from connecting road including uprooting of bushes, grasses, etc.
2. Maintenance of service road as and when required for vehicle maneuver.
3. Shifting of material from receipt section to issue section on regular basis.
4. Handling of various materials and raw material received/dispatch at plant or mines premises as per requirement.
5. Sweeping, dusting and cleaning of issue section, receipt section, yard area in regular basis.
6. Cleaning of mud in and around weighbridge area.
7. Weighbridge cleaning and mechanical maintenance as per direction of EIC.
8. The contractor shall depute manpower on daily basis in general shift on working days excluding Sunday and holiday. However they shall also be deployed on Sunday and holiday as and when required, as per direction of EIC or his representative. The persons shall deployed for any miscellaneous job related to Jaduguda store as and when required as per direction of EIC or his representative.

Text Clause(s)

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

2. ESCALATION/DE-ESCALATION:

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

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

Prevailing statutory minimum wages BASIC+VDA+overtime wages as per Factory Act rule & Minimum wages Act+other statutory Compliances towards Social Security contributions minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the deployed labour and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliance's contributions shall be disbursed based on actual attendance at UCIL duty. Reimbursement of actual disbursement of wages and other statutory compliances contributions from the amount mentioned in the contract as per base date of min. wages will be done by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in the deployed labour bank account duly signed by the deployed labour along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

In case of change in statutory wages and rates of other statutory Compliances contributions then it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL. Base date of min. wages shall be considered as on the last date of submission of price bid.”

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

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

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

5. Manpower details: The contractor shall submit the bio data of the persons to be employed for this work within two days of award of work. Eligibility criteria of different categories have been furnished in the NIT.

The contractor will be allowed to start the work only after submission of the details/ bio data. Performa of Attestation Forms (02nos.) may be obtained from site office, Mill for necessary verification of every labourer separately and submission to the Engineer-in-charge, UCIL for onward transmission to the competent authority, UCIL.

6. Safety Rules & Regulations for contractor's employees: UCIL's Safety Rules & Regulations for contractor's employees will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets/ appliances, tools & tackles, helmet, gumboot, safety belt, shock proof shoe, safety suit/ uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor.

UCIL shall provide all necessary safety appliances on chargeable basis to the contractors if they will not provide to their workers for safe execution of work, if found so necessary. Contractor must report in writing (duplicate) to the Engineer-In charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer(Mill) will be the 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.

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

8. 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.

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

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

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

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

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

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

15. Cleaning of site and its approach from connecting road including uprooting of bushes, grasses, etc.

16. Shifting of material from receipt section to issue section on regular basis.

17. Material handling of raw material & other items received/dispatch at plant or mines premises as per requirement.

18. Sweeping, dusting and cleaning of issue section, receipt section, yard area on regular basis.

19. Cleaning of mud in and around weigh bridge area.

20. Weighbridge cleaning and mechanical maintenance as per direction of EIC.

21. Working Hours: Contractor shall execute the work normally in general shift. All labour shall also work on Sunday and in holidays on emergency basis as and when required as per instruction of EIC.

22. The contractor shall supply five labours and three sweepers on daily basis in general shift on working days excluding Sunday and holiday however they shall also be deployed on Sunday and holiday as and when required, as per direction of EIC or his representative. These manpower (supplied on daily basis) may be increase or decrease as per requirement and volume of job at our site.

23. The persons shall be deployed for any miscellaneous job related to Jaduguda store as and when required as per direction of EIC or his representative.

A.BILLING AND PAYMENT:

i) Contractors shall submit bills duly certified by designated officers of UCIL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Corporation (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per as per the deployed labour attendance log.

Contractor is required to submit the bills within 15 days of the following month ,duly filled in all respect to the Engineer-in-Charge or his authorized person. The complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned Account Section.

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

iii) No interest shall be payable on withheld amounts.

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

B.PAYING AUTHORITY :

(A/c) UCIL, Jaduguda shall be the paying authority.

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

Instructions to Bidders (ITB).

A. The Bidder shall bear all costs associated with the preparation and submission of its bid and Corporation will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. Tenders without EMD (if applicable) or copy of valid documents supporting exemption from such payments, EPF reg. No. will be summarily rejected, except 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 fees & Earnest Money Deposit is allowed to Micro and Small Industries (MSEs) provided such MSEs enclose 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 tender is floated. The certificate shall be of latest date but before the deadline for the bid submission. 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. Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT) shall be exempted from payment of Earnest Money.

iii. Public Sector Undertakings, State Government Undertakings, may be exempted from payment of tender fees/ EMD subjected to the prior approval of Competent Authority.

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D. Relaxation of conditions of prior turn over and prior experience:

- i. The Procuring Entity reserves its right to Pre-qualification criteria with respect to Prior Turnover and Prior experience may relax for all start-ups [Whether Micro & Small Enterprises or Otherwise] as per GOI guidelines subject to meeting of Quality and Technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.
- ii. Unless otherwise stipulated in tender documents, the Procuring Entity reserves its right to 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 specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of technical bid. (AS DEFINED IN GAZETTE NOTIFICATION NO.D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME).

E. Make in India Order: Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

i. **Categories of Local Suppliers:** Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

(a) 'Class-I local Supplier' with local content equal to or more than that prescribed in tender documents or 50% if not prescribed.

(b) Class-II local Supplier 'with local content equal or more than that prescribed in tender documents or 20 % if not prescribed, but less than that applicable for Class-I local Supplier.

(c) 'Non -Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

ii. **Eligibility Restrictions based on Reciprocity:** If so, stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

iii. **Eligibility to participate**

(a) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the conditions of tender documents.

(b) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/non -local Suppliers eligible to participate in the tender shall be declared in tender documents, Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

F. Purchase Preference Policies of the Government: Unless otherwise stipulated in t

ender documents, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives:

- i. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time. The purchase preference to MSEs shall be applicable only for procurement of goods produced and services rendered by MSE(s).
- ii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, and Public Procurement Division OM No F.20 014-PPD dated 25.07.2016 and subsequent clarifications.
- iii. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time; and/ or
- iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the tender documents.

G. PRE-BID CONFERENCE: If so, indicated in BID document, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

H. CLARIFICATION OF BIDS/ SHORTFALL DOCUMENTS: As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, during evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected.

Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

I. 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 (Amendment) Act, 2007, shall be considered as a serious misdemeanor 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.

J. Consideration of Abnormally Low Bids: An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to 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 price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantively failed to demonstrate its capability to deliver the Contract

at the offered price, the Procuring Entity shall reject the Bid/proposal.

K. Price Negotiation: Normally there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder(L-1), who is technically cleared/ approved for delivery of Services and on whom the Contract would have been placed but for the decision.

L. 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 Document is to provide the Bidder(s) with information to assist them in the formulation of their Bids for submission.

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 standi 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, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information 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 caused arising from reliance by any Bidder(s) upon the statements contained in the Tender Document.

M. 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, Technically 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 document) 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.

C. Buyer Added Bid Specific SLA

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Prices:

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall

all not be subject to any escalation.

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

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

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

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

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

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

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

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

- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- (v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- (vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- (vii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

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

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

3. Validity of Tender:-

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

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

4. Deviation:-

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

5. Award of Contract:-

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

6. Privilege Clause:-

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

7. SECURITY DEPOSIT(SD):

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

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

(i). For deposit up to Rs.5,000/-:Demand Draft payable at SBI, Jaduguda/Hart

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(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 Tenderer 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 bound 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 its required validity.

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

b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

c) **REFUND OF SECURITY DEPOSIT:**

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

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

8. **FORFEITURE OF SD:**

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

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

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

9. Contract Agreement:-

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

Within 30 days of issue of LOI, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI issued to the successful Tenderer shall remain binding 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 issued to the successful Tenderer and invoke the Bid Security or the Performance Security if submitted by the successful Tenderer/ action as per declaration for Bid Security.

10. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoice(s) in original +duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report/ Annual Return (in prescribed format)(in the month of January & after completion of whole work) and work completion(after completion of all obligations under the contract) letter in duplicate by the contractor.

11. Tax & Duties

The contractor shall :

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

(b) **Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.**

12. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from Contractor's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge 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 payment of such tax, if attracted under the provision of Law of Land.

13. Insurance:-

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

14. Indemnity:-

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/ Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called 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.

15. Penalty(Liquidated Damage):-

(a) **Liquidated Damages (LD)** shall be levied where reasons are attributable to supplier / contractor's for delays in execution of purchase order/contract. LD shall be levied @0.5% per week or part thereof on the value 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 duty 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 such 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 account 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 scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

(c) **The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.**

16. Variation in Price:

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

17. Termination for Insolvency:

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

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

1) Termination due to Breach, Default, and Insolvency

a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

i) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

ii) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at anytime, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

iii) Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

b) Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c) Terminations for Default

i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.

d) **Contractual Remedies for Breaches/ Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

ii. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

iii. Recover liquidated damages and invoke denial clause for delays.

iv. Encash and/or Forfeit performance or other contractual securities.

v. Prefer claims against insurances, if any.

vi. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

vii. **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

viii. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

e) **Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

2) **Termination for Default/Convenience of Procuring Entity and Frustration**

a) **Notice for Determination of Contract**

i) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

ii) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.

v) The Services and incidental goods/ works that can be delivered or per

formed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide :

- (1) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
- (2) To cancel the remaining portion of the Services and incidental goods/works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/works.

b) **Frustration of Contract**

i) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable time frame, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

- ii) However, the following shall not be considered as such a supervening cause
use
- iii) Lack of commercial feasibility or viability or profitability or availability of funds
- iv) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

3) **Closure of Contract**

The contract shall stand closed upon

- 1) Successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per Termination due to Breach, Default, and Insolvency or Termination for Default/ Convenience of Procuring Entity and Frustration.

19. **Statutory Variation Clause:**

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

20. **Time for Delivery of services and Extensions Thereof**

The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Service

s. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

20.1 Extension Due to Modification

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

20.2 Extension for Delay Not Due to Contractor

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

- (a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/ service not forming part of the contract but on which Contractor's performance necessarily depends or
- (b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
- (c) any act or neglect of Procuring Entity's employees or
- (d) delay authorized by the Contract Manager pending arbitration or
- (e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
- (f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
- (g) give the necessary notice to commence the services, or
- (h) any other delay caused by the Procuring Entity due to any other cause whatsoever.
- (i) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

20.3 Extension of Time for Delay Due to Contractor

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

On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per contract clauses.

Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the P

Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies there under, whether or not actual damage is caused by such default.

Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

21. Suspension of Services :

21.1 Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is - Provided for in the contract, or Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or Necessary for the safety of the Services or any part thereof.

21.2 Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

21.3 Suspension Lasting More Than 3 Months

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

21.4 Force Majeure

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

(b) Notwithstanding the remedial provisions contained in Damages and Deductions T

hereof and Termination due to Breach, Default, and Insolvency, none of the Party shall seek any such remedies or damages for the delay and/or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

22. Permits, Approvals and Licenses:

Whenever the delivery of Services and incidental Goods/ Works requires the contract or to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

23. Labour Codes and Related Obligations

23.1 Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

23.2 Obligations of the contractor under Labour Codes and Rules

- a) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made there under, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
- b) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies there under.
- c) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may in its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

e) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

23.3 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules there under, the following provisions shall be ensured by the contractor.

23.3.1 Provisions for Workers:

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

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

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

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

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

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

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

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

23.3.3 Medical Certificate of Fitness for Labour

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

kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.

Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

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

24. Governing Laws and Jurisdiction

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

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

24.2 Changes in Laws and Regulations

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

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

3. 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
State Bank of India Jaduguda/Jamshedpur

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.

4. 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

State Bank of India Jaduguda/Jamshedpur

. 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 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---