

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-12-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-12-2025 16:30:00
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	Monthly Ambulance Service (All Inclusive) - All inclusive service; Type B Patient Transport Vehicle; Single Stretcher Premium Van; Tata Winger Ambulance 3200
अनुबंध अवधि /Contract Period	3 Year(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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1478124
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	14781

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).	42

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

लाभार्थी /Beneficiary :

Manager Account
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO
(Uranium Corporation Of India Limited)

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

Monthly Ambulance Service (All Inclusive) - All Inclusive Service; Type B Patient Transport Vehicle; Single Stretcher Premium Van; Tata Winger Ambulance 3200 (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Procurement Model	All inclusive service
Ambulance Type	Type B Patient Transport Vehicle
Ambulance Model	Single Stretcher Premium Van
Model Variants	Tata Winger Ambulance 3200
Air Conditioning Requirement	AC
Usage Variant per month	3000 km

विवरण/ Specification	मूल्य/ Values
Duty days in a month	All days including holidays
Year of Vehicle Model	Ex showroom Brand new purchased registered after placement of order
Km travelled	Up to 25,000 KM
Fuel Type	Diesel
एडऑन /Addon(s)	
Consumables & Medical Supplies	NA
अतिरिक्त विवरण /Additional Details	
Location Address	UCIL Narwapahar Mines
zipcode	832111

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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 Ambulances Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Khomraj	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	2	<ul style="list-style-type: none"> Number of Months during Contract Period for which service is required : 36

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. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted

staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA

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

1. **PAST PERFORMANCE CRITERIA:**

Past Performance of 'The bidder' having successfully execution (completion) of at One or Two or Three Order(s)/ Contract(s) of similar type of contract of "HIRING OF VEHICLES- PASSENGER COMMERCIAL VEHICLES" to any Central / State Govt. Organization / PSU / Public Listed Company in last SEVEN (07) years ending on last date of the previous month in which BID issued.

Estimated Bid Value = Rs.14,78,124.00/- incl. GST towards rental rate of Two nos Tata Winger Ambulance (AC) latest model.

At least One order/ contract of minimum value of execution	OR	At least Two orders/ contracts each of minimum value of execution	OR	At least Three orders / contracts each of minimum value of execution
Rs.11,82,499.20/-		Rs.7,39,062/-		Rs.5,91,249.60/-

2. **DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE CRITERIA:** - In support of the claim of meeting this technical criterion, bidder must submit following documentary proof in GeM portal.

- Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work/ Service, various components/ Items, period and value.
- 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.
- If the bidder has submitted an order copy from a public listed private company to fulfil the criteria listed above, FORM 16(A)/ 26(AS) of the specified contract period must also be submitted as proof of eligibility.
- Note: 1-** In case the bidder is executing a Rate, Contract which is still running and the Contract Value executed for above said work till one day prior to the due date of bid submission is equal to or more than the minimum executed value specified in above past performance criteria, such experience will also be taken into consideration provided that the bidder has submitted satisfactory Work Execution Certificate to this effect issued by the End User / Owner.

3. **FINANCIAL STANDING CRITERIA:**

The average annual financial turnover (Copy of Audited Financial Results) of the bidder should not be less than **Rs. 4.43 lakhs** during preceding three [03] financial years ending on 31st March 2025.

4. **GEOGRAPHIC PRESENCE:** GEOGRAPHIC PRESENCE: Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of the East Singhbhum District or Seraikela-Kharsawan district of Jharkhand where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

- i. Trade License issued by the local authority in the name of the Firm or
 - ii. Landline phone number in the name of the Firm or
 - iii. Electricity bill for last one year in the name of the Firm or
 - iv. GSTIN registration or
 - v. Udyam/MSME/Udyog Aadhaar Certificate.
5. ESI registration copy, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.
6. **QUALIFICATION**: The eligibility is to be decided strictly based on documents submitted at the time of 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
- i. 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - ii. The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
 - iii. 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.
7. Bids without EMD (if applicable) or copy of valid documents supporting exemption from such payments will be summarily rejected.

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

Text Clause(s)

1 Vehicle Specification : (quantity 2 number): TATA WINGER AMBULANCE ; AC, 24 hour x 07 days duty basis (quantity 02 numbers).

- Vehicle Type (Types of Ambulance): LPV registered under Commercial Category.
- Type of Ambulance: Type B Patient Transport Vehicle
- Year of vehicle model: Ex-Showroom- Brand new purchased & registered after placement of order.
- Fuel Type: Diesel
- Type of Service: 24 Hrs x 07 days
- Air conditioning Requirement: As per requirement (AC/ Non-AC Both)
- Reimbursable Cost is Fuel cost as per bid terms & condition mentioned in the bid documents.

Vehicles are required to be covered under appropriate insurance as per MV Act and should have been paid up to date Road Tax/permit fees etc. as per MV Act as the case may be along with valid Registration.

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

2. CONTRACT PRICE/ RATES: [Refer also Annexure A]

Contract Price = Number of vehicle required × Monthly Base Fare (Per vehicle) inclusive of GST × No. of months of contract period.

a) Number of vehicle required = 2 no.

b) Nos. of months of contract period = 36 months.

c) Monthly Base Fare (Per vehicle) inclusive of GST = Rate per month of renting of vehicle without fuel cost and without labour cost & excluding GST of fuel cost and without labour cost [Quoted by the bidder].

The Rate per month of renting of vehicle without fuel cost and without labour cost is fixed component amount (only rental charges for hiring of vehicle per month basis) including GST of rental charges only.

Important1: The Service Provider to quote their best prices per month rate of renting the vehicle only without labour cost which including compliance cost of statutory labour laws- Min. wage, EPF, Bonus etc.

and without fuel cost.

The Service Provider to check quoted bid price on their own before authorization of quoting. Buyer will not take any responsibility in this regard.

Important2: The rental charge per month of vehicle shall be paid by the Corporation for complete month period. However, for un-availability of vehicle for any reason, penalty @ 2 times of rate for non-availability

period excl. GST will be deducted from the running bills as per the instruction of Engineer-in-charge.

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

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

Important5: Regarding GST reimbursement, please refer the GST ATC clause.

2.1 The quoted/ offered rates without labour & fuel cost, shall be inclusive of all expenses i.e. permit, commercial tax liability, comprehensive insurance, road tax, permit, other statutory levies & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc and other incidental charges & contractor's profit margin, if any and safety aid for employed operators, other statutory facility etc. & uniform etc. and also inclusive of GST other than GST on reimbursable costs.

Reimbursable Cost are Fuel cost with fixed mileage, and wages of driver(s)/ helper (s) i.e., min. wages,

EPF, min. bonus as per bid terms & condition mentioned in the bid documents.

Important: The quoted price should be inclusive of GST of quoted portion. If the GST is to be paid under

RCM, the quoted price shall be considered inclusive of GST under RCM. In that case, amount of GST under

RCM derived from the total quoted price (including GST) shall be deducted for making payment.

2.2 All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil' Service charge/

margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

3 PAYMENT CALCULATION:

- i Quoted/ final rate per vehicle of service provider of renting of vehicle along with other taxes & duties with labour cost incl. GST but without Fuel Cost & its GST = Rs. X per month per vehicle
 - ii Per vehicle rental cost for a particular month without Labour & Fuel & GST = (Rs. X per month per vehicle minus estimated monthly labour cost as mentioned in bid document) ÷ (1+ GST in %)
 - iii So, Vehicle Rental without Labour & Fuel & GST= Sl. No. ii.
 - iv Add: prevailing min. wages of particular wage month actually disbursed as per attendance shift wise. = Amount Rs. A
 - v EPF Contractor contribution actually disbursed as per EPFO rate = Amount Rs. B
 - vi Min. bonus @ 8.33% & ESI @ 3.25% on gross min. wages = Amount Rs. C
 - vii Total run of particular vehicle in particular month = R km
 - viii Fuel cost = R km x prevailing rate of fuel on end date of particular month ÷ mileage as per tender document.= Amount Rs. D
 - ix Less: Penalty as per contract= (-) Amount Rs. E
 - x Total = Sl.3 + Sl.4+Sl.5+Sl.6+Sl.7+Sl.8 +Sl.9 = Amount Rs. F
 - xi Add: GST on total = GST calculated
 - xii Total work done on particular month = Amount Rs. F + GST calculated
 - xiii Less: S.D. if applicable
 - xiv Less: TDS, if applicable
 - xv Less: Income tax etc
- So, payable amount to the service provider = total work done on particular month less- S.D., TDS, Income tax etc.

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

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

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

In case a vehicle is utilized in night duty also at site, the owner shall be paid an extra amount of Rs.3000/- per night duty excl. GST on due certification by respective EIC. In such case payment for extra hour usage as per above shall not be applicable.

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

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

3.5 COST OF FUEL (REIMBURSABLE COST):

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

Cost of fuel payable amount on ruling price = $(R \times I)/N$

Whereas,

R = Total km. run during the month.

I = Ruling price of fuel per liter.

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

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

Average km per liter: N =Tata Winger Diesel-commercial: With A/C 08 km per liter and without AC 09 km per liter.

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

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

3.6 GST COST TO TOTAL TRANSACTION (REIMBURSABLE COST):

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

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

4 UNDUE PROFITEERING

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

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

5 ESCALATION/ DE-ESCALATION:

5.1 The Corporation will pay reimbursable labour cost during the contractual period in relating to variation in wages of LABOUR COST: The Corporation will pay monthly package cost with an increase/ decrease in the monthly package 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. 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 driver of hired vehicle 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 Compliances contributions shall be disbursed based on actual attendance at UCIL duty.

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

In case of change in statutory wages and rates of other statutory Compliances contributions then or t

he modifications there of or any other laws relating thereto and the rule, it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.

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

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

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

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

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

6.2 In case of payment of wages to all labour is not made on or before 7th of succeeding month, failing which necessary action will be taken as deemed fit.

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

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

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

8 Uniform:

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

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

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

9 GENERAL

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

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

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

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

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

10 PERIOD OF CONTRACT:

10.1 Contract Duration: The contract would be for a period of 03 (three) years.

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

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

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

10.5 The Requirement of vehicles proposed are tentative and may vary as per requirement of work execution in different locations mentioned in tender and Vehicle and Vehicle Months will

It be carried forward on monthly basis after reconciliation of its use in the entire contract period and this provision will not restrict the requirement, as and when required during the currency of contract and decision of the Engineer-In-Charge shall be final and binding.

11 SCOPE OF WORK (Scope of Service):

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

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

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

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

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

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

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

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

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

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

11.10 The Contractor shall ensure that the drivers of the vehicles are given "one (01) day's off in a week" and provide alternate driver for the day.

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

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

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

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

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

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

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

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

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

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

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

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

12.10 Speedometer, Kilometer Recorder and other instruments/ meters must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives sha ll be rectified forthwith by the contractor until such rectification the kilometer for such distance/ place

s as verified and certified by the office/ staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing etc.

12.11 The monthly rent includes Sundays and holidays in a month. Regular vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition, i.e. any one Sunday subject to the convenience of the user. The vehicle is allowed a maximum of 75 kms run only including to & from per month for maintenance purpose. However, contractor has to provide suitable substitute/ replacement vehicle during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

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

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

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

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

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

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

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

13 VEHICLE DOCUMENTS:

13.1 The Vehicles should be fit in all respects for operations in accordance with the Motor vehicle Act, the rules and the laws as applicable from time to time. The vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi permit, Pollution Control Certificate, Insurance certificate, fitness certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/ temporary road permits or parking fees etc. If any required during and for the duty with the Corporation. The responsibility of any lapse in this regard shall be that of the contractors/ vehicle owners exclusively. The Corporation, its officers/ employees shall in no way be responsible for any lapse/ default of the vehicle owner/ contractor, and the Corporation, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default. In case the vehicle is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the contractor. If the vehicle(s) is held

up by Police/ RTO/ any other agency & not being used for the Corporation, penalty clause as mentioned in this tender document shall apply. Insurance means insurance for vehicle as well as operators.

14 RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

14.7 Prevailing statutory minimum wages BASIC + VDA + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Eonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver(s)/ helper(s) of hired vehicle 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 Compliances contributions shall be disbursed based on actual attendance at work of UCIL.

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

14.9 Amendment in statutory compliances acts: In case of rule of statutory compliances acts is enacted, promulgated, abrogated or changed 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.

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

15 FOR LOSSES AND DAMAGES CAUSED BY CONTRACTOR

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

- a) the Services themselves or
- b) any other property of the Procuring Entity or
- c) The lives, persons, or property of others.

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

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

16 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

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

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

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

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

17 INSURANCE:

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

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

17.3 Contractor should produce necessary ESIC code before commencement of work or coverage under Workmen Compensation Act who is not covered under ESI Act, the contractor should take appropriate

ate Workmen Compensation Insurance Policy and submit a copy of the same, if applicable. Note: The premium of Workmen Compensation Insurance is not a part of quoted rates in financial bids, if applicable reimbursement of premium made by the Corporation to the Contractor.

18 BILLING AND PAYMENT:

18.1 Contractors shall submit bills duly certified by designated officers of UCIL in respect of the 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 the logbooks. 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 30 days from the date of receipt by the concerned Account Section.

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

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

18.4 No interest shall be payable on withheld amounts.

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

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

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

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

20 DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

a. CONCILIATION: Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representative, shall be resolved through conciliation.

b. MEDIATION: Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for mediation to settle under mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

c. AMRCD: Any disputes or difference between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or difference shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between central Public Sector Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Government Department(s)/ Organization(s) shall be taken by either party for its resolution to AMRCD.

d. ARBITRATION: Any disputes or differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is r

restricted to less than Rs. 10 cr.(Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of his contract.

e. JURISDISTION: If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

5. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

6. **Forms of EMD and PBG**

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

URANIUM CORPORATION OF INDIA LIMITED

payable at

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

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

7. **Forms of EMD and PBG**

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

URANIUM CORPORATION OF INDIA LIMITED

payable at

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

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

अस्वीकरण/Disclaimer

The additional terms and conditions 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 कार्यवाई 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---