



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4146557
Dated/दिनांक : 08-12-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 28-12-2023 15:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 28-12-2023 15:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Pmo |
| Department Name/विभाग का नाम | Department Of Atomic Energy |
| Organisation Name/संगठन का नाम | Uranium Corporation Of India Limited |
| Office Name/कार्यालय का नाम | Jaduguda |
| Item Category/मद केटेगरी | Manpower Outsourcing Services - Minimum wage - Skilled; Others; Skilled Fitter Below Ground , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; SemiSkilled Technician Below Ground , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; UnSkilled Helper Below Ground |
| Contract Period/अनुबंध अवधि | 1 Year(s) 20 Day(s) |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 3 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 2935470.32 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 29355 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 10.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 18 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CHIEF MANAGER , A/CS WAS

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO

(Posi Babu I)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1698648669.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1698648830.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Skilled Fitter Below Ground (3)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|-------------------------------|
| Core | |
| Skill Category | Skilled |
| Type of Function | Others |
| List of Profiles | Skilled Fitter Below Ground |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 7 to 10 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |
| Additional Details/अतिरिक्त विवरण | |
| Designation | Skilled Fitter (Below Ground) |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|--|--|---------------------------------|--|
| 1 | Kaustav Sen | 832302, Bagjata mine, Uranium Corporation of India Ltd., Phuljhari, Jharkhand 832302 | 3 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 858 • Bonus (INR per day) : 71.48 • EDLI (INR per day) : 4.29 • EPF Admin Charge (INR per day) : 4.29 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 102.96 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; SemiSkilled Technician Below Ground (2)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|-------------------------------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | SemiSkilled Technician Below Ground |
| Educational Qualification | Not Required |
| Specialization | Not Required |

| Specification | Values |
|--|--|
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 3 to 7 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |
| Additional Details/अतिरिक्त विवरण | |
| Designation | Semi-Skilled Technician (Below Ground) |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|--|-------------|---------------------------------|--|
| | | | | |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|--|---------------------------------|---|
| 1 | Kaustav Sen | 832302, Bagjata mine, Uranium Corporation of India Ltd., Phuljhari, Jharkhand 832302 | 2 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 736 • Bonus (INR per day) : 61.31 • EDLI (INR per day) : 3.68 • EPF Admin Charge (INR per day) : 3.68 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 88.32 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; UnSkilled Helper Below Ground (4)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|-------------------------------|
| Core | |
| Skill Category | Unskilled |
| Type of Function | Others |
| List of Profiles | UnSkilled Helper Below Ground |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |

| Specification | Values |
|--|-----------------------------------|
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |
| Additional Details/अतिरिक्त विवरण | |
| Designation | Un-Skilled; Helper (Below Ground) |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|-------------|---------------------------------|--|
| | | | | |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|--|---------------------------------|--|
| 1 | Kaustav Sen | 832302, Bagjata mine, Uranium Corporation of India Ltd., Phuljhari, Jharkhand 832302 | 4 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 616 • Bonus (INR per day) : 51.32 • EDLI (INR per day) : 3.08 • EPF Admin Charge (INR per day) : 13.08 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 73.92 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

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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.

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

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

1. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to 40% of the yearly estimated cost (11.7 Lakh)

OR

Two similar completed works costing not less than the amount equal to 50% of the yearly estimated cost (14.7 Lakh)

OR

One similar completed work costing not less than the amount equal to 80% of the yearly estimated cost (23.5 Lakh)

The "Similar Work" means Repair or Maintenance of Mining Equipment/ Maintenance of mechanical machinery. / Maintenance of Industrial Equipment

(Work Order Copy & Completion Certificate should be attached as supporting document)

2. FINANCIAL STANDING:

Average annual financial turnover during the last three financial years should be at least 30% of the yearly estimated Cost (8.8 Lakh). .

3. GEOGRAPHIC PRESENCE:

Office registration certificate: Registered Office within the geographical limits of **East Singhbhum District of Jharkhand state** 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. Local Employee Exchange registration for contractor as per Govt. of Jharkhand. or
- III. GSTIN registration or
- IV. Udyam Certificate.

4. EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.
5. Any bid not complying PQC requirements shall be summarily rejected.
6. EMD exemption only to relevant MSME/MSE.
7. Turnover exemption only for relevant Startups as per government guidelines.

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.

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Scope of work:

Maintenance of all units/equipment at Bagjata mine will give longer service life and will avoid loss of time and expensive repairs. Maintenance schedule given in the manual is based on normal working conditions and it shall be followed predominantly.

Time schedule may change depending upon the working condition e.g. dusty or humid atmosphere.

Damage may occur sometimes before our expectations. To avoid loss of time in getting new spare parts, it is necessary that essential spare parts are procured in time and kept in stock.

List of such critical spares should be submitted before hand for procurement.

The work covers Preventive Maintenance and repairs as well as overhauling conforming to approved manual, relevant IS standards and different statutes as may be applicable, as well as their successful commissioning with trial run of the units /equipment.

The work also involves the Shift maintenance and minor repairs for smooth operation of the complete system/unit along with deployment of trained manpower.

Regular checking, schedule maintenance and minor repairs to maintain the reliability and performance of any unit. This type of job needs technical aptitude and proper planning. Under this contract following equipment need to be maintained.

a) All types of pumps such as dewatering pumps:

- ü KSB-WK 50/4
- ü KSB- WL100/10

- ü KDP-250
- ü KSB-WL125/8
- ü SP-4LA+

b) Slurry pumps:

- ü Vac-seal pumps 15 HP
- ü Gallighar pumps 15 HP
- ü Sump pumps /CREATIVE PUMP 10 HP
- ü VASA - G 120-334-100(HC)- 50 HP

c) Fans:

- ü Ventilation Fan PV-160,PV120
- ü Auxiliary fans 30 KW

d) Compressors:

- ü Kirloskar (KES-160)
- ü Atlas Copco (XA-280)
- ü Ingersol rand (Model 2545)
- ü Atlas Copco (GA-2007)

e)E.O.T. Crane 12 Ton Capacity:

f) Other Equipment.:

- ü Vehicle washing Machine
- ü Grinding Machine
- ü Welding Machine
- ü Battery Charger

2a. Detail Scope of Work

- a) Shift inspection generally comprises of in every shift:
- b) Visual checking of any damage parts, leakage or any looseness
- c) Unusual sound from the machine
- d) Voltage & Ampere Reading
- e) Any leakage of air Water or oil
- f) Checking of electrical terminals
- g) Top up of lubricants, if required.
- h) Greasing of bearing journals or any rubbing parts.
- i) Schedule maintenance should be carried out periodically of the equipment like A, B, C checks etc.
- j) Minor repair works during any faults and should follow troubleshooting procedures.
- k) Periodic painting of the equipment is in the scope of the contractor.
- l) Submit list of critical mechanical spares to UCIL to be stocked at the site.
- m) To carry out repair of sub-assemblies as per requirement.

- n) Proper housekeeping of the mechanical items as required.
- o) Establishment for maintaining an inventory of spare parts, tools, and consumable items.
- p) Up keep daily records of maintenance done and due dates of maintenance.
- q) Inform UCIL person for the disposal in a safe and lawful manner of all effluent , waste products and used items resulting from the operation and maintenance of the installation including without limitation, oil, filters and other consumable items.
- r) Logbooks and monthly reports shall be maintained by the Bidder to be duly certified by UCIL.
- s) Insurance for all personnel under workman compensation Act.

2b. Periodic Inspection points

I. Pumps: -

- Ø Leakage from Gland.
- Ø Leakage at suction and delivery pipes.
- Ø Alignment checking.
- Ø Foundation bolts.
- Ø Pipe Clamps.
- Ø Bearing
- Ø Vibration.
- Ø Amperage on full load.

II Ventilation Fan: -

- Ø Fan Blade bolt checking
- Ø Motor Foundation bolt checking
- Ø Fan foundation bolt checking
- Ø Belt Drive
- Ø Water gauge reading
- Ø Vibration.
- Ø Evace/Ventilation duct.
- Ø Alignment.
- Ø Key and Key way checking.

III. Compressors: -

Engine Part inspection point.

- Ø Lubricating oil level.
- Ø Air Cleaner.
- Ø Coolant level.
- Ø Water pump belt.
- Ø Hydraulic Hoses.
- Ø Battery Terminal.
- Ø Alternator output.
- Ø Any abnormal sound.
- Ø Water temperature.

Compressor Part inspection point

- Ø Foundation Bolt
- Ø Compressor oil Level
- Ø Air filter
- Ø Air Temperature
- Ø Air Pressure (Delivery)
- Ø Safety Valve
- Ø Coolant Jacket

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IV. E.O.T. Crane 12 Ton Capacity

- Ø Gear box Oil Level
- Ø Limit switch
- Ø Stopper
- Ø Track Lubrication
- Ø Platform cleaning
- Ø Light Condition
- Ø Greasing Condition
- Ø Brake Condition
- Ø Safety device Condition
- Ø Belt Condition
- Ø Coupling Condition
- Ø Elect. Wiring Condition.
- Ø Over all condition

2c. Scope of Bidder:

- 1) The contractor shall provide minimum Three numbers (03) underground skilled, Two numbers (02) underground semi-skilled, and Four (04) underground unskilled persons to execute the jobs. Weekly rest and leave will be applicable as per respective act.
- 2) The Bidder shall provide the following on reimbursable basis subject to submission of proper documentary evidence/bills/invoice etc along with RA bills. The amount shall be reimbursed up to the ceiling value mentioned in the ATC and as below.
 - a) 3 national Holidays for all 9 workmen.
 - b) Insurance of all employees for the entire tender duration as per respective act for underground mines premises.
 - c) Ensure safety appliances and PPE for all engaged manpower for the entire tender duration by providing Safety PPE up to Rs.3000+GST per person per year.

- d) Tools and tackles to be provided to all workmen up to a ceiling value of Rs 19855.50+GST.

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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 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. **Reimbursable component-** The following price components shall be reimbursed to the contractor subjected to submission of proper valid evidence of documents/bill/invoice within the ceiling limits as mentioned below:

| SI No | Reimbursable component | Maximum ceiling value |
|-------|-----------------------------------|---|
| 1 | 3 National Holidays per person | As per prevailing daily wages rate plus GST |
| 2 | Insurance @ 3.25% on minimum wage | Rs 64530.38 plus GST |

| | | |
|---|-----------------------------------|----------------------|
| 3 | Safety PPE @ 3000/person per year | Rs 27000 plus GST |
| 4 | Tools and tackles | Rs 19855.50 plus GST |

All the above components shall be reimbursable subjected to the submission of proper bills/documentary evidence by the Bidder along with the RA bills within the ceiling value limit as mentioned above. Any expenses apart from the ceiling values mentioned above or for any other items, shall be borne by the Bidder.

3. **Duration Of Tender/Contract**- The duration of the tender shall be for One (01) year plus 20 days mobilization period. It may also be subject to extension for further 10% of work order value subject to approval of the competent authority.

4. **Exemption**- Exemption for the following shall be considered during evaluation-

- a) EMD exemption for relevant MSME/MSE as per GEM guidelines.
- b) Only Turnover exemption for relevant Startups as mentioned in GEM guidelines.

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

Earnest Money *Deposit (EMD)/ Bid Security* shall be deposited by way of **demand draft (DD)** drawn in favor of "**URANIUM CORPORATION OF INDIA LIMITED**" payable at **JADUGUDA** Branch of State Bank of India [Jaduguda Branch Code no 0227]. **E.M.D. shall not bear any interest.**

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

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

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

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

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

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

6. **Validity of Tender:** -

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

If required, the Corporation may request the Tenderer to extend the "bid validity period". The request and responses thereto shall be made in writing or through GeMportal, 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.

7. **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,

8. **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.

9. **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..

10. **SECURITY DEPOSIT (SD):**

Total amount of Security deposit shall be limited to **10%** of the awarded value of work. Fifty percent of this amount 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/ Hartopa.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the 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, **if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1st / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is 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 be 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:**

Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition **Penalty (Liquidated Damage clauses hereof etc. against submission of a Performance Bank Guarantee (PBG) for 10 % of the work order value**

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

11. **FORFEITURE OF SD:**

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

- o **In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.**
- o **If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.**

12. **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 invokes the Bid Security or the Performance Security if submitted by the successful Tenderer/ action as per declaration for Bid Security.

13. **Payment Terms:**

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of **submission of tax invoices(s) in original + duplicate 2 (two) copies** as prescribed under rule 1 of invoices rules. Contractor shall 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.

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14. **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.

15. **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.

16. **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.

17. **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.**

18. **Penalty (Liquidated Damage):** -

Yearly Man days of 9 persons X 26 working days X 12 month = 2808 Man days (considering Weekly Off)

Considering Leave @ 20 X 9 persons=180 man days

Considering National holiday @ 8 X 9 persons= 72 man days

So Max. Yearly attendance will be (2808-180-72) = 2556 Man days

Maximum Monthly Attendance should be (2556/12) = 213 Man days

Penalty will be deducted as bellow mentioned chart

| SL | Monthly Average Attendance | Penalty Rate |
|----|---|-----------------------|
| 1 | Maintain up to 210 monthly average Man days | NIL |
| 2 | 209-180 monthly average Man days | @2% of billing Amount |
| 3 | 179 -OR Bellow monthly average Man days | @3% of billing Amount |

(a) 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 |

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

(c) **Penalty for delay in workmen's payment:**

The contractor should pay monthly salary to the workmen's engaged by them on or before 10th day of each month. In case of failure to make payment, a penalty of Rs.2000/- per day shall be imposed on contractor and the same amount will be deducted from RA bills.

19. **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.

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20. **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.

21. **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 any time, 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 p

revailing 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 performed 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 timeframe, 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
- 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.**

22. 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.

23. 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 Services. 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.

ct in terms of the following clauses.

23.1. 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

23.2. 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.

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

Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion 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.

24. Suspension of Services

24.1. 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

24.2. 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.

24.3. 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.

24.4. 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 contract or 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 Thereof 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.

25. Permits, Approvals and Licenses: Whenever the delivery of Services and incidental Goods/ Works requires the contractor 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 licenses 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.

26. Labour Codes and Related Obligations

26.1. 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.

26.2. 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 thereunder, 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 license 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 license 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 thereunder.
- 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 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.

26.3. 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 thereunder, the following provisions shall be ensured by the contractor.

26.3.1. Provisions for Workers:

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

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

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

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

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

- (a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
- (b) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimize the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

26.3.2. 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.

26.3.3. 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.

- (i) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- (ii) **Medical Re-Examination of Labour:** Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so dir

ects, 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.

27. **Governing Laws and Jurisdiction**

27.1. **Governing Laws and Jurisdiction**

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 or in respect of the contract.

27.2. **Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Technical-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.

28. **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.

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

- D. Labour Escalation:**As per GEM guideline.
- 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 tender 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, Public Procurement Division OM No F.20014-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 stand in such a relationship. Any reference or citation of such documents/ guidelines/ Manuals therefore shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.
- iii. The Procuring Entity, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, 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.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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

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

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You/धन्यवाद---