



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3271651 Dated/दिनांक : 15-03-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिंड बंद होने की तारीख/समय	05-04-2023 18:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-04-2023 18:30:00	
Bid Offer Validity (From End Date)/बिंड 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	Kadapa	
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - MUV; 3000 Km x 364 hours; Outstation	
Contract Period	3 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	14 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)	
Past Experience of Similar Services required	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes	
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	

Bid Details/बिंड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	4633146
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	46331

#### ePBG Detail/ईपीबीजी विवरण

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- (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 दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

DGM(Accounts)

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

#### Splitting/विभाजन

Bid splitting not applied.

#### **MII Compliance**

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#### MSE Purchase Preference/एमएसई खरीद वरीयता

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	MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 4. 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.
- 5. 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.
- 6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### Additional Qualification/Data Required

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):3

Minimum years (up to 5 years) of experience in related field:1

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1  $\,$ 

Geographic Presence in States: ANDHRA PRADESH

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::AS PER ATC

Scope of Work: 1678882545.pdf

Monthly Basis Cab & Taxi Hiring Services - MUV; 3000 Km X 364 Hours; Outstation (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Vehicle Type	MUV	
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Tata Xenon , Mahindra Imperio , Isuzu Dmax	

Specification	Values
Usage Variant	3000 Km x 364 hours
Type of Service	Outstation
Year of Vehicle Model	Ex showroom
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Diesel
Addon(s)	

#### 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 Vehicle(s)	Additional Requirement
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	1	• Duration in Months : 36

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Pre-Qualification Criteria (PQC)**

SPECIFIC ATC (Monthly Basis Cab & Taxi Hiring Services- MUV(Mahindra Bolero /TATA Xe

# non); Model: Ex-showroom and above || Usages Variant:2500 km x 320 hours; Outstatio n(1No: QTY)

SL. No.	Type of Criteri a	Description of Criteria	
PQC-1	Financial Criteria :	a. Average annual financial turn over during the last 3 years, ending 31 <sup>st</sup> March of 2022, should be at least 30% of the estima ted cost.Audited balance sheet along with Profit &loss statement of above years shall be submit for finding turnover	
PQC-2	Technical Experi ence:	<ul> <li>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 followin g:</li> </ul>	
		(i) Three similar completed works each costing not less tha n the amount equal to 40% of the estimated cost. or	
		<ul><li>(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. or</li></ul>	
		(iii) One similar completed work each costing not less than t he amount equal to 80% of the estimated cost.	
		<b>Definition of "similar work"</b> : Supply of any commercial vehicl e	

#### 1 GENERAL

- 1.1 The intending bidder shall be deemed to have visited the site for familiariza tion.
- 1.2 Bids of joint venture/ Consortium not acceptable.
- 1.3 The vehicles shall necessarily have Taxi permit/other permits as applicable by R.T.O.
- 1.4 During the period of the contract, UCIL can increase/decrease the number of vehicles on thesame rates, items and conditions as stipulated in the same shall be o bligatory and binding on contract to any such order.
- 1.5 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.
- 1.6 The vehicles, taken on hire with the approval of the Engineer-in-charge(s) fo

r 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 an other hired vehicle of equivalent or higher specification/model shall be provided by the contractor. The replaced vehicle will be accepted onlyif it has all valid document s for which the decision of the Engineer-in Charge or its Authorized Representative will be considered as final.

- 1.7 The decision with regard to acceptance or rejection of any hired vehicle(s) o ffered by the contractor shall remain with the Corporation and the same shall be fin all and binding upon the contractor.
- 1.8 Contractor shall ensure the compliance of Govt. of India directives issued fro m time to time. Refer Annexure-I which is an indicative list.
- 1.9 In the event of any confusion or ambiguity between GeM SLA (Service Level Agre ement) conditions; UCIL's Additional Terms & Conditions(ATC), then UCIL's ATC shall sup ersede all GeM SLA conditions and shall be binding on the contractor.

#### 1.10 VehicleSpecification (1):

Monthly Basis Cab & Taxi Hiring Services - MUV; 3000 Km Outstation; Outstation (01 Quantity)

- Vehicle Type (Types of cars): MUV registered under Commercial Category.
- Type of Vehicle: Mahindra Bolero Camper, Tata Xenon, Mahindra Imperio, Isuzu Dimax (Including back structure)
- Details of Body Building required for MUV van open area shall be as per the following
  - a) Supply with canopy on rear load body by PVC hood cloth on MUV post
  - b) Both side seating arrangement good condition (foam & rexin) full len gth body side.
  - c) Minimum height of canopy from vehicle back floor to roof 4.1/2 feet.
  - d) Canopy only fix by nuts & bolt.
- Year of vehicle model: Ex-Showroom.
- Usages Variant: 3000 km x 24\*7 Hours:
- Type of Service Outstation 24\*7
- Fuel Type: Diesel
- Air conditioning Requirement: No (Without AC)
- Addon(s):Additional Kms (Over Base Kms)

Note: Vehicle should be deployed with above body building

#### 2 PERIOD OF CONTRACT:

2.1 <u>Contract Duration</u>: The contract would be for a period of 36 (Thirty Six) months s

ubjected to successful performance/ review, this agreed contract period may be ext ended further 03 months on the same rates, terms and conditions depending upon t he requirement and administrative convenience of UCIL.

- 2.2 The contractor shall place the vehicle to the corporation within 45 (forty-five) 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 asper penalty clauses within the limit of Earnest Money Deposit/ Security and other rights available under the contract.
- 3 **SCOPE OF WORK (Scope of Service):** 
  - 3.1 Deployment of vehicle type- Model & Year of Manufacturing as per the vehic le specification and duty hours and number of drivers & helpers:

Sr. No.		Qty.	Duty Hour	No. of driver s for each ve hicle
1.	Monthly Basis Cab & Taxi Hiring Services - <b>M</b>	01	24 Hrs.	03 Driver & 01 Reliever
	{Makes Mahindra Bolero /TATA Xenon ( 5 Seated with canopy arrangement); 30 00 Km Outstation; Outstation (1 Qty)}			

3.2 MINIMUM MANPOWER & EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTO R: The successful bidder shall be required to deploy minimum manpower to carry o ut the work as mentioned below:

Vehicle specification	Category of c ontractual lab our	Minimum  Number of Driver for each vehicle	Duty hrs. per day
Monthly Basis Cab & Taxi H iring Services - MUV {Mahindra Bolero /TATA Xe non (5 Seated with canopy arrangement); 3000 Km Ou tstation; Outstation (1 Qty) }	Skilled – Drive r	03 + 01 Drive r & Reliever	24 hrs. Per day & 7 days in the week. (I ncluding Sunday & holidays).

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

- 3.4 Vehicle(s) to be provided with all other major components/accessories, safet y gear, good seats, glasses, tyres & stepney etc. The vehicle should be in excellent c ondition.
- 3.5 UCIL has the right to inspect the vehicle(s) in details before any further processin g 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 o r 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.
- 3.6 The vehicles deployed must have necessary valid Taxi/relevant permit for movem ent in States/area of operation as specified above. In case, duties may require move ment of vehicle(s) outside from specified States/area of operation, the Contractor h as to provide necessary permits for which UCIL shall reimburse the amount paid to t he appropriate authorities on this account against submission of documentary proof
- 3.7 The award of Contract(s) to the successful Bidder(s) will not entitle him the exclu sive 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.
- 3.8 Vehicle(s) deployed should be duly registered with R.T.O. under valid permit(s), a ll 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.
- 3.9 The Contractor shall ensure that vehicle(s) are kept clean and upholstery with ne at seat covers duly washed/dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.
- 3.10 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.
- 3.11 For all vehicles shall be with fuel type as mentioned in the above table.
- 3.12 Vehicle shall be used in plain and hilly areas as per buyer requirement
- 3.13 Generally, vehicle is required to move from UCIL plant to Tailing pond, Intake well & Intermediate Pumping Station & Surround different villages (100KM radius) from the plant and vehicle will report to B type, UCIL colony/ Plant .and also vehicle kept at UCIL colony/Plant on daily basis after completion of duty hours. If necessary, vehicle will be allocated to outstation of other states also as per UCIL requirement.
- 3.14 Engineer/Officer-In-charge: Regarding the work Shri Abhijeet Kumar, Chief Supdt.(
  Mech) is Engineer/Officer-In-charge & Shri Nagaraju K, Chief Supdt.(Mill) is Alternat

- 4 OPERATIONAL NORMS & CONDITIONS (Service Details and Standards):
- 4.1 The contractor shall be required to deploy the vehicles confirming to specificatio ns with all-requisite factory fitted accessories, tools, and accessories including spar e wheels and the other equipment as per the M.V.Act/Rules in force.
- 4.2 The vehicles are required to report to sites/ locations as per the direction of the E ngineer-in-Charge and may be required to stay overnight on temporary duties.
- 4.3 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 an y or Spare parts, Tyres, Battery, Lubricants, maintaining of vehicle interior as per U CIL's directive/ standards, expenditures on account of Drivers salaries, their unifor m, 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).
- 4.4 The vehicle shall be allowed to go out for filling of fuel. For the purpose of filling fuel in the vehicle 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 and sufficient money with the driv er to meet with any exigency for all the notified requirements for long distances/out station 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/offi cer or any other authorized persons utilizing the vehicle has to incur expenditure fo r making good the vehicle either by refueling or any other act which is recorded in I og book by the utilizing person, recovery of such expenses shall be double the amo unt spent by the utilizing person along with a day's hire charges calculated on prorata basis and these amounts shall be recovered from the contractor's bill.
- I 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 150 kms run only including to & fro per month for maintenance purpose at his own diesel cost. However, contractor has to provide sui table substitute/replacement vehicle during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.
- 4.6 Vehicles shall not leave duty point for any purpose without the specific permissio n of the user.
- 4.7 The contractor shall maintain the vehicles in absolute good condition. If any vehic le develops defects while on duty, the contractor shall immediately replace it by a s

uitable substitute vehicle within a period of two hours or arrange satisfactory repair s. In case of failure of the contractor to repair the vehicles or to provide the substit ute 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.

#### **5 VEHICLE DOCUMENTS:**

5.1 The Vehicles should be fit in all respects for operations in accordance with t he Motor vehicle Act, the rules and the laws as applicable from time to time. The ve hicle(s) must be equipped with valid documents i.e. Registration Book, Taxi permit, Pollution Control Certificate, Insurance certificate, fitness certificate(s); permits whi ch include all permits for towing with taxes, fees levies paidup to date during the c urrency 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. Th e responsibility of any lapse in this regard shall be that of the contractors/vehicle o wners exclusively. The Corporation, its officers/employees shall in no way be respon sible for any lapse/default of the vehicle owner/contractor, and the Corporation, its officers/employees shall be completely indemnified and kept harmless by the contr actor against such default. In case the vehicle is held up by the Police/RTO personn el for an offence against noncompliance of law, the responsibility shall be of the co ntractor. If the vehicle(s) is held up by Police/RTO/ any other agency & not being us ed for the Corporation, penalty clause as mentioned in this tender document shall a pply. Insurance means insurance for vehicle as well as operators.

#### 6 RESPONSIBILITIES OF THE CONTRACTOR

- 6.1 Detailed responsibilities of contractor are mentioned in Annexure-I.
- 6.2 Contractor has to comply with all labour laws applicable from time to time r efer Annexure-II.
- 6.3 The contractor shall maintain all records and registers applicable from time to time refer Annexure -IV.
- 6.4 Details in support of RA Bill refer Annexure-I.
- 6.5 The successful contractor is required to submit indemnity & agreement as p er UCIL's format.
- 6.6 The successful contractor is required to submit an undertaking form the de ployed contractual labour as per UCIL's format.

- 6.7 Prevailing statutory minimum wages BASIC + VDA + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Socia I Security contributions + minimum Bonus (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 separat e Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at work of UCIL.
- 6.8 Monthly package payment shall be made by UCIL to the contractor in subse quent month on submission acquaintance against disbursement of wages in deploy ed driver's bank account duly signed by driver along with copy of cheque / e-payme nt details/ bank's statement and through a separate Challan to statutory authorities.
- 6.9 <u>Amendment in statutory compliances acts:</u> In case of rule of statutory compliances acts is enacted, promulgated, abrogated or changed then it will be reimburs ed to the contractor on actual disbursement of wages to the beneficiary and statut ory authorities on submission of proof of payment to UCIL.
- 6.10 <u>Log book maintenance:</u> In case of not getting the log, book filled-in correct ly and properly or if there is any objection, the bill(s) may be returned for getting t he objection(s) rectified. The log book must be got filled-in from user on day-to-day basis.

#### 7 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

- 7.1 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 respon sible for any damage to vehicle(s) or any personal injury to driver or any other pers on in the employment of the contractor, occupants of the vehicle(s) or damage to a ny property or person. The includes any third-party claims. However, if the damage or loss is incurred by the Corporation or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractorshall reimb urse on demand and without any compensation/damages if any sustained by the Corporation on this account.
- 7.2 Contractors shall be solely responsible for any consequences under law, ari sing out of any accident caused by the vehicle(s)/equipment or the property or pers onnel of the Corporation. Contractor shall also be responsible for any claim/compen sation 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 d amages/disabilities/death etc. caused to the employees and property of the Corpora

tion. Contractor shall reimburse on demand and without any demur the compensation/damages. If any, sustained by the Corporation on this account.

- 7.3 Contractor himself will be responsible for any damage to the vehicle(s) or a ny personal injury to driver or any other person in his employment while on duty of the Corporation.
- 7.4 The Corporation shall not be responsible for any claim/compensation that ar ises due to due to damages/injuries/pilferage to Contractor's vehicles/property und er any circumstances while the vehicle(s) is on duty of the Corporation.

#### 8 INSURANCE:

- 8.1 Hired vehicle(s) should be fully/ comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
- 8.2 Contractor shall be responsible to submit copies of insurance cover and oth er 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.
- 8.3 Contractor should produce necessary ESIC code before commencement of work or coverage under Workmen Compensation Act who is not covered under ESI Act, the contr actor should take appropriate Workmen Compensation Insurance Policy and submit a cop y of the same, if applicable. Note: The premium of Workmen Compensation Insurance is a part of quoted rates in financial bids, no reimbursement of premium made by the Contractor.

#### 9 RATES:

- 9.1 The rates, offered shall be inclusive of all expenses i.e. GST, fuel charges, w ages of driver(s)/helper(s)/ cleaner i.e. Salary, bonus, uniform( 3 pairs ) etc. comme rcial tax liability, comprehensive insurance, road tax, permit, other statutory levis & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc and other incidental charges & contractor's profit margin, if any and safety aid for empl oyed operators, other statutory facility etc.
- 9.2 EXTRA PER KM CHARGES: Refer clause Cost of fuel.
- 9.3 <u>RATES FOR NIGHT HALTS (Outstation Night Charges):</u> 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 night

t halt charges in case vehicle(s) are deputed for 'outstation duty' and required to st ay overnight. A night halt charge amount of @Rs.300/- per night excl. GST would be paid by Corporation to the contractor for the requirement of night-halt. In such cas e over time payment as per above shall not be applicable. Note: The above payments are not a part of quoted rates in financial bids.

9.4 <u>EXTRA HOUR CHARGES (if applicable):</u> In case of normal service (i.e. 08 hrs), the vehicle is deployed beyond 08hours on any particular day, the extra hour char ges admissible shall be paid @ Rs.60/- per hour excl. GST 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 extr a amount of Rs.250/- 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. Not e: The above payments are not a part of quoted rates in financial bids.

In case of 24x7 service, no charges for extra hours will be paid.

9.5 <u>Toll and parking charges</u>: Toll charge at bridges, parking charges in Airport/Railw ay station wherever become payable for the journey shall be initially paid by the contract or. However, such expenditure will be reimbursed provided the contractor claims reimbu rsement 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.

#### 10 <u>ESCALATION/ DE-ESCALATION:</u>

10.1 The Corporation will also pay monthly package cost with an increase/ decrea se in the monthly package payable amount during the contractual period, in the ev ent of increase/ decrease in relating to variation in wages.

Labour cost: Prevailing statutory minimum wages [BASIC + VDA] + overtime wages a s 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 s hall be disbursed based on actual attendance at UCIL duty. Note: The above payments should be included in the quoted rates in financial bids and are not exclusive. However, the same may be claimed as reimbursement on submission of proof thereo

Reimbursement of actual disbursement of wages and other statutory Compliances contributions after deduction of wage components i.e. min. wages, other statutory Compliance s towards Social Security contributions & minimum Bonus from the amount mentioned in the contract as per base date of min. wages will be done by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in deployed driver's be ank account duly signed by driver along with copy of cheque / e-payment details/ bank's state ment and through a separate Challan to statutory authorities.

In case of change in statutory wages and rates of other statutory Compliances contributions the enor the 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. Base date of min. wages shall be considered as on the last date of submission of price bid.

<u>Cost of fuel:</u> 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 retail prices of fuel as per the following for avoiding unnecessary contingency in rate due to variation in retail fuel price. (Refer Annexure V)

Cost of fuel shall be payable on reimbursement basis by calculation of the km run by the vehicl e, as signed in the log book <u>after deduction fuel cost calculated on base date of contract from the amount mentioned in the contract rate.</u> Note: The above payments as per u sage variant should be included in the quoted rates in financial bids and are not exclusive. Ho wever, for reimbursement of cost of fuel on ruling price shall be made after deduction fuel cost calculated on base date of contract from the amount mentioned in the contract rate.

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

Deducted amount towards fuel cost calculated on base date of contract  $= (P \times F)/N$ 

Whereas, R = Total km. run during the month.

P = Total km of usage variant

I = Ruling price of fuel per liter(As per last day of the month at Pulivendula area).

F = Tendered Fuel price = Rs.99.04.00 per liter.

SI. No.	Type of vehicle(s) required	Average km per liter: N	N =
1.	MUV {Mahindra Bolero /TATA Xenon (5 Se ated with canopy arrangement); 3000 K	Without A/C 10 km per liter.	
	m Outstation; 24hrs X7 days In & Outstat		
	ion (1 Qty)}		

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

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

The ruling price of fuel/ fuel per liter as on the last working day of calendar month will be taken in to consideration at Pulivendula rates. 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 p rice is reduced. However, this will not be applicable for increase of spare parts, lub e oil etc. and apart from this no other amount whatsoever is payable for fuel cost.

#### **10.2 GST cost to total transaction:**

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) after deduction of derived 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. (Refer Annexure V ).

Important- GST under RCM is effective from 01.10.2019 and GST will be borne by U CIL as per the applicability of GST rule for renting of passenger motor vehicle and w ork order terms & conditions. GST-Rules applicable from time to time will be follow ed. 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 i nterest or penalties becomes payable as per GST laws for any reason which is not at tributable 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.

Important: The quoted price should be inclusive of all taxes and GST. 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.

- 10.3 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.
- 10.4 Contractors shall submit the actual bills in original issued by Fueling out-let s and shall claim the fuel cost reimbursement along with his regular bills.
- 10.5 The fuel rates prevailing at place of deployment as detailed in Scope of work s will be taken as the basis for calculating escalation.
- 1. Estimate bid value & payment calculation:

Monthly	Monthly Basis Cab & Taxi Hiring Services - MUV; 2000 Km 24x7; Local 24*7 (Quantity		
= 1)			
SI. No.	Description	Amount (Rs.)	
1.	<b>Monthly labour cost (Per package):</b> 3 Driver & 1 Reliever - skil	Rs. 82653.26	
	led labour(s) cost incl. GST - min. wages @711/-w.e.f 01.10.202		
	<b>2</b> [min. basic + VDA] per day [min. basic + VDA], EPF employer co		
	ntribution @ 13% of [min. basic + VDA], Min. Bonus @ 8.33% of [		
	min. basic + VDA]		
	= 3  driver x Rs,711 per man-day x 30 man-day x [1+13%+8.33%]		
	x [1+5%] x 1 number quantity of vehicle		
2.	<b>Monthly fuel cost (Per package):</b> Total monthly usages = 3000	Rs. 31197.60	
	km. So, Monthly Fuel cost = $(2000 \text{ km} \div 10 \text{ km}(\text{Non AC})/\text{ liter}) \times \text{Rs}$		
	. 99.04 liter x 1 number quantity of vehicle x $[1+5\%]$		
3.	Quoted rate of Monthly Base Fare (Per package) inclusive	Rs. X includin	
	of GST by the bidder = monthly labour cost (Per package)	g GST	
	+ monthly fuel cost (Per package) + monthly vehicle rental		
	cost of vehicle (Per package) + GST @ 5% on total monthly		
	package rate(Per package).		

4.	Hence, the sub total = Contract Duration in Months $\times$ final quoted monthly package r ate incl. all & GST x Quantity.
	Quote Monthly Base Fare (Per package) inclusive of GST = Chauffeur remuneration in cl. EPF &min. Bonus + Fuel Expenses + Vehicle EMI/ vehicle rent cost, Entry tax (if ot her state registered vehicle is deployed), All maintenance expenses and overheads e tc. + GST.[i.e. The price quoted shall cover all aspects of service delivery].

Note - In the above mentioned quote monthly package rate, the following component

- (i) The above estimated monthly estimated labour cost- wages, EPF, bonus etc. and
- (ii) The above mentioned estimated monthly fuel cost and
- (iii) The other monthly vehicle rental cost including of vehicle rental charges/ vehicle profit, Entry tax (if other state registered vehicle is deployed), commercial tax lia comprehensive insurance, road tax, permit, other statutory levis & charges, mainle e cost, cost of spares/ consumable & lubrication cost etc. and other incidental chaf any and safety aid for employed drivers, other statutory facility etc. and
- (iv) GST Amount.

**Total Price of bid = adding all Sub-totals.** 

**Payment calculation:** Monthly running bill calculation (per package):

1.	Quoted/ final rate of service provider of	Rs. X including GST
	Monthly Base Fare (Per package) i	
	nclusive of GST	
2.	Monthly package rate as per contract r	Rs. X incl. GST.
	ate for a particular wage month =	
3.	Less: GST value	Amount of Sl. no. 2 minus [Amount of Sl. no.
		2 ÷ [1+ GST%]]
4.	Less: wage component of base date on	Calculated amount of monthly min. wages as
	contract. (i.e. min. wage, epf, min.	bid document.
	bonus)	
5.	Less: Fuel cost on base date of contract	AmountRs. (P × F)/N
6.	A d d : prevailing min. wages of	Amount Rs. Sl. no. 6
	particular wage month actually disburs	
	ed.	
7.	Add: EPF actually disbursed as per EPF	Amount Rs. Sl. no. 7
	O rate	
8.	Add: Min. bonus @ 8.33 % on gross min	Amount Rs. Sl. no. 8
	. wages	A LP CL
9.	Add: Compliances as per Labour Act	Amount Rs. Sl. no. 9
	(due to change in law or applicability), i	
10.	f applicable.  Total run of equipment in particular mo	
10.	nth = <b>R km</b>	
11.	Add: Fuel cost on ruling fuel rate	Amount Rs. (R × I)/N
12.	Add: Additional hr. charge, if applicable	Amount Rs. (K × 1)/N Amount Rs. Sl. no. 12
13.	Add: Night Halt charges, if applicable	Amount Rs. Sl. no. 12  Amount Rs. Sl. no. 13
14.	Add: Parking charges, if any	AmountRs. Sl. no. 14
15.	Less: Penalty as per contract	Amount Rs. Sl. no. 15
16	Total =	SI.2 - (SI.3 + SI.4+SI.5) +(SI.6+SI.7+SI.8 +SI.10+SI.11+SI.12+SI.13+SI.14)-SI.15
		= Amount Rs. Sl. no. 16
17.	GST @ 5% on total in RCM	Amount Rs. Sl. no. 17 = Amount Rs. Sl. n
1/.	G51 @ 5% on total in KCM	o. 16 × 5%
		U. 10 X 5%

18.	Total work done on particular mont h	= Amount Rs. Sl. no.16
19.	Less: S.D. if applicable	
20.	Less: TDS, if applicable	
21.	Less: Income tax etc.	
22.	Less: other as per contract	

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

#### 11. SECURITY DEPOSIT (SD):

Total amount of Security deposit shall be limited to **3** % (As per DoE OM 12.11.2020) of the awarded v alue 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 upto Rs. 5,000/-: Demand Draft payable at SBI, Pulivendula.
  - (ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Sched ule 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 me ntioned in Para 9(a) (iii).
  - (iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, se verally 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 re spects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liabilit y period and issue of the final certificate by the Engineer, and with a claim period of Six mont hs beyond it's required validity.
    - (iv). In addition to the above, if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1<sup>st</sup> / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 3 % (As per DoE OM 1 2.11.2020) of the running account bills till the full amount of security deposit is realized/retained by the Corporation.

All compensation or other sums of money payable by the Contractor under the terms of this contact or any o ther contact 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

#### **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

#### 12. 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 perfor

mance of his part of the contract including the extended periods of contract, where noti ce 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.

#### 13. 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 a mongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specifie d 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.

#### 14. 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 <u>submission of tax invoices(s)</u> in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contract or shall issue tax invoice (s) after the provision of service within 30 days from the date of certification of w ork or event, & also mention work order no., date as well as name of work and actual date of commencem ent of work or event, showing the description, value, tax charges thereon and such other particulars as pr escribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after sub mission 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 dup licate by the contractor.

#### 15. Tax & Duties: -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxe s 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, char ges, and taxes.

#### **16. 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, surc harge 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 mo de 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.

#### 17. 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 f or all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Con tractor 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 a ny 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.

#### 18. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including I egal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or dea th 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 oth** 

er laws and rules applicable, in this regard. If on account of non-compliance with the provisio ns of any laws, Corporation is called upon to make any payment to or in respect of his employ ees, the service provider shall fully reimburse to Corporation for all such payment and Corpor ation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

#### 19. Penalty (Liquidated Damage): -

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties). LD is liable to GST at applicable rate.
- **(b)** For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, t he 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 increas e, 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, s hall 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 extend ed 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 t he work performed within the scheduled period of contract.
	For work executed during the extended delivery period, the rate s as prevailing on the last day of the scheduled contract period o nly may be paid. De-escalation/ reduction, if any, which takes pl ace, shall have to be passed on to UCIL

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

#### 20. Variation in Price:

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

#### 21. Termination for Insolvency:

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

**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

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document.

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

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

आधार होगा।

## ---Thank You/धन्यवाद---