

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-03-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम / Office Name	Jaduguda
वस्तु श्रेणी / Item Category	Goods Transport Services - Per MT - Manganese-ore; Open Body Truck; 32 FT Truck
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	203 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, 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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	67745462
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	677454

#### ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

Uranium Corporation of India Limited.

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

(Jaduguda)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. 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.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

#### जीएसटी की धारा 9(3)|Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

#### जीएसटी की धारा 9(3)| / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1770978021.pdf](#)

#### Goods Transport Services - Per MT - Manganese-ore; Open Body Truck; 32 FT Truck ( 20000 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Nature of Goods	Manganese-ore
Type of Truck	Open Body Truck
Size / Weight of vehicle	32 FT Truck
Area of Operation	Plains
<b>एडऑन /Addon(s)</b>	
Loading	NA
Unloading	Yes
Tracking System (GPS)	Yes

विवरण/ Specification	मूल्य/ Values
Transit Insurance	Yes
अतिरिक्त विवरण /Additional Details	
Start Location Zipcode	441907
Drop Location Zipcode	832102

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Weight of the consignment in MT/KL	अतिरिक्त आवश्यकता /Additional Requirement
1	SUDIPTA DAS	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	10000	<ul style="list-style-type: none"> <li>Approx. unloading weight of Goods in MT/KL for the contract period : 20000</li> <li>Approx. KM for Tracking for the contract period : 899</li> <li>Cost of Goods for the contract period : 69711800</li> </ul>

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Weight of the consignment in MT/KL	अतिरिक्त आवश्यकता /Additional Requirement
2	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	10000	

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

### 1. Generic

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

### 2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 3. Forms of EMD and PBG

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

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
State Bank of India Jaduguda/Jamshedpur

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

### 4. Forms of EMD and PBG

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

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
State Bank of India Jaduguda/Jamshedpur

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

### 5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS**

1) **SCOPE OF WORK** : Transportation of Manganese Ore from various mines of MOIL Ltd., Nagpur. To receive Manganese Ore on behalf of UCIL and transport by trucks from MOIL Ltd. Of their Don gri or any other mines to UCIL plants at Jaduguda and Turamdih ( Jaduguda is located at 25 km away from Tata Nagar railway station & Turamdih is located at 8 km away from Tata Nagar railway station). Liaisoning with MOIL for delivery order or any other issue, will be in the scope of the supplier only.

2) **RESPONSIBILITY** : Responsibilities under the above scope of the following besides any other related to the work.

- i. Liaisoning with MOIL Ltd. for obtaining delivery orders.
- ii. Liaisoning with 3<sup>rd</sup> party analyst if any.
- iii. All other formalities and procedures required to be observed in connection with the job is required to be done by the transporter.
- iv. In case of damage to property and personnel within the premises of UCIL caused by transporter vehicles, Transporter will be held responsible for compensation.
- v. It shall be solely your responsibility to abide by rules and regulations such as the Motor Vehicle Act, or any other regulations governing the transportation of goods which may be applicable from time to time. Any loss caused to UCIL due to transporter failure in this regard will have to be made good by you.
- vi. A weekly report of Manganese ore transported against the D.O. is required to be submitted to the Purchase department & Stores department of UCIL.
- vii. If delivery of Manganese Ore by the supplier is stopped for any reason attributable to M/s.MOIL Ltd., the same should be intimated to UCIL in writing.

3) **TENTATIVE DELIVERY SCHEDULE** : 1500 MT per month.

For Turamdih : 820 - 840 MT per month (200 - 220 MT per week).

For Jaduguda : 650 - 670 MT per month (150 - 170 MT per week)

Above quantity is for the case where order is being finalised on single party only. However splitting of quantity will be as per compliance of splitting clause of tender.

After receipt of Delivery order (D.O) from M/s.MOIL Ltd, Authorisation letter for transportation of Manganese Ore shall be given to M/s. MOIL and copy of the same will be provided to the transporter through e-mail/Fax for lifting & transporting of material to UCIL plants at Jaduguda & Turamdih. Delivery schedule will be given in each authorisation letter for lifting & transporting of material against MOIL's DO qty.

**Delivery schedule as given in the each authorisation letter shall be final & binding and final which calculation of LD for payment will be made accordingly.**

**However, Delivery schedule may vary time to time depend upon stock position and consumption pattern and same will vary based on written intimation by Nodal officer, HOD (Stores) considering stock position & consumption pattern. In case of any contradiction , intimation given by HOD(Stores) shall prevail. Hence in the event of change in delivery schedule due to stock position as intimated to the party by HOD(Stores), no formal amendment will be required.**

4) **ENGINEER-INCHARGE** : Engineer-Incharge for this transportation Job / work will be Incharge, Stores, UCIL, Jaduguda or Engineer's Incharge representative for transporting at Jaduguda and Incharge Stores,UCIL,Turamdih or Engineer's Incharge representative for transporting at Turamdih.

- 5) **SPLITTING OF ORDER** : a) Considering smooth supply of this critical material, efforts will be made to keep at least two source of supply and try to distribute the bid quantity in the ratio 70% : 30% among the participated bidders based on their merit in hierarchy and subject to matching their quoted rate with L1 bidders rate.

**However, MSE/MII rule shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem Portal for splitting of quantity shall be applicable and binding to the participated bidders.**

b) In case none of the bidders has matched their quoted rate with L1 bidders rate, then entire quantity may be awarded to L1 bidder only.

- 6) **PRICE VARIATION CLAUSE :**

The revision of rate shall be considered only on account of change in Diesel Price as per following formula given below:

$$PR = PO (0.75 + 0.25 FR/FO)$$

PR = Revised freight after enhancement in Diesel price.

PO = Old freight (prior to hike in Diesel price)

FR = Revised retail price of HSD oil at the place of dispatch.

FO = Old retail price of HSD Oil at the place of dispatch prior to increase per Ltr. i.e. price of HSD on the due date (closing date) of tender.

However freight rates will be revised only when cumulative change in the HSD price

Exceeds Rs. 1/- (Rupees one only) per litre with respect to basic rate.

**Please submit scan copy of per ltr. diesel price at the place of dispatch of material**

**on the due date (closing date) of tender.** Also intimate us in case of upward & downward change in diesel price.

**PVC will be applicable as mentioned in tender.**

**FOR Example ( only indicative for simplilcity of understading of PVC formula on transportation cost):**

Say, quoted basic price of transportation is Rs.3500/- per MT..... (PO)

Diesel price per litre on the due date of tender at place of dispatch

= Rs.90/-.....(FO)

New Diesel price per litre as on date of Invoice = Rs.92/- .....(FR)

So, basic price of transportation per MT at the time of dispatch after applying PVC:-

$$PO (0.75 + 0.25 FR/FO)$$

$$= Rs.3500/- (0.75 + 0.25 x [92 / 90] )$$

= Rs.3500/- (0.75 + 0.25 x [1.0222] )

= Rs.3519.43

Diesel price at the time & place of dispatch shall be submitted by the transporter with the invoice /Bill copy for payment.

- 7) **LOADING & UNLOADING :** Generally loading at suppliers end will be arranged by the supplier ( MOIL). Unloading at our stores/sites will have to be done by bidder.
- 8) **In case quoted rate is not competitive, UCIL reserve the right to short close the tender / Contract.**
- 9) **BILLS:** Bills in triplicate along with the authorisation letter issued by UCIL, receipt copy of consignment notes and receipts/challans etc. should be submitted to the respective stores at the receiving points (Jaduguda / Turamdih Stores) complete in all respects , Payment shall be made based on the Invoice quantity of M/s.MOIL Ltd, vis-a vis receipt quantity at UCIL whichever is less.
- 10) **PAYMENT TERMS: Payment shall be made by e-payment on receipt of bills within 30 days of their submission to Incharge (STORES) UCIL, Jaduguda & Turamdih and subject to certification in all respect by Incharge (STORES) UCIL, Jaduguda & Turamdih or his representative to be nominated by him.**
- 11) **TRANSIT TIME :**Subsequent to obtaining of Delivery order from MOIL LTD. material will be supplied as per schedule written in MOIL's Delivery order, a copy of which will be given to party for lifting the material subject to available material at MOIL's stock yard . Material will be transported within 7 days from the date of MOIL's invoice. LD will be applicable after 7 days as per GeM GTC.
  - a) Party has to place vehicle at MOIL immediately after receipt of Delivery order & Authorisation letter through Fax / E-mail.
  - b) Delivery schedule per week shall be considered as per following example :-

If issue of Authorisation letter date say 01/08/25,

Delivery schedule per week is @ 100 MT/week

then, considerable week for receipt of material at UCIL plants shall be :08/08/25 to 14/08/25: Quantity: 100 MT & so on.

Payment and subsequent calculation of LD shall be done as per the above example.
- 12) **TRANSIT RISK & INSURANCE :** Tenderer shall ensure that the materials reach the destination in totality and in good condition. Any damage or loss during transit shall be to your account for the value of the goods lost/damaged during transit. Transit Insurance coverage, shall be in your scope.
- 13) **WEIGHTMENT:** Bidder shall ensure that the goods are weighed at suppliers ( i.e.M/s.MOIL Ltd.) end. Subsequent to reaching at UCIL's end, goods will be weighed at our end and compared with the supplier's Challan weight. If the weight recorded at our end is within +/- 2% tolerance of the suppliers challan weight, it will be deemed that the goods have been delivered in full. In case, there is a shortage in the quantity delivered, you are liable to compensate for the shortage of material delivered..
- 14) **DEVIATION IN WORK CONTRACT QUANTITY:** Up to 10% variation in the execution of work contracts of the total work contract value for sanctioned contract value is allowed without issue of amendment/revision in the work order.
- 15) **RELATED PARTY CLAUSE:** Subsequent to tender opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.

- 16) **ONE BID PER BIDDER:** A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders.

Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/Partner/Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
  - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

17) **PROGRESS REPORT:**

- (a) Against each delivery order given to transporter, you shall submit a report immediately on completion of lifting against the delivery order or within a fortnight whichever is earlier.
- (b) If against any delivery orders / purchase orders, the supplier is unable to supply any material wholly or partly, transporter shall report the same to the supplier in writing with a copy to us and also i

Inform us well before regarding low stock and non-availability of materials at supplier's end in writing to avoid stock out at our end.

- 18) **REPORTING TIME:** The vehicles used for transportation of **Manganese Ore** shall be placed for unloading at our different sites / stores before 9.00 AM on all working days. In case of failure to do so detention of vehicles cannot be ruled out and we shall not liable to pay you any detention charges. Only in case of urgency material will be allowed to unload Sundays or National holidays. Decision of HOD stores will be final & binding in this regard.
- 19) **DETENTION CHARGES: No detention charges will be paid either at suppliers end or at UCIL's end.**
- 20) **PUC certificate of Pollution Control, if applicable should be submitted alongwith supply of materials.**
- 21) **LABOUR LICENCE** for the workmen to be engaged for this work shall be obtained by the contractor as per provision of Contract Labour (Regulation and Abolition) Act, 1970 as may be applicable and as amended from time to time.
- 22) **ACTS & RULES:** (Following Acts & Rules are applicable)
- Workmen Compensation Act-1923,
  - Payment of wages Act-1936
  - Employees Liability Act, 1938
  - Industrial Dispute Act, 1947
    - Minimum Wages Act, 1948
    - Employees State Insurance Act, 1948
    - Mines Act, 1952
    - EPF & MP Act, 1952
    - Contract Labour (Regulations & Abolition) Act, 1970
    - All statutory provisions of Atomic Energy Regulatory Board
    - The transporter shall have Provident Fund Code Number, If applicable and Transporter shall also ensure compliance of the EPF & MP Act 1952 if sub Transporter is engaged by the transporter for the said work.
- 23) **COMPLIANCE OF RULES & REGULATIONS:** All transportation will be done by vehicles having valid permits and other documents as prescribed in the MVI Act and by other competent authorities. Infringement of these shall be solely at tenderer's risk, cost and responsibility and UCIL shall not be held liable in any manner whatsoever. Transporter will be responsible for carrying with the goods, all documents required by various authorities including check-post formalities.
- 24) **SECURITY RULES & REGULATIONS AND ENTRY PASSES:** Transporter shall strictly abide by the prevailing security rules and regulations and also to be enforced by UCIL & M/s.MOIL Ltd., time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed. The transporter will have to submit the details of the persons to be employed for this work within two days of award of work. The transporter will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photograph for each labourer separately to the Competent Authority, UCIL. Transporter will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance. The same as applicable for entry at M/s.MOIL Ltd. also as per their security norms.

25) **LOSSES CAUSED TO US:** All losses caused to us due to total non-delivery, short delivery or damage of goods shall be made good by Supplier. Any damage of assets or any accident occurs at UCIL's premises by your vehicles shall also be made good by you. Any insurance coverage required to cover loss of material and damage to property and personnel shall be taken care by you at your cost.

26) **RTGS DETAILS:** Bidders who are not registered with UCIL for RTGS payment should provide bank details, scan copy of Pan Card and GSTIN number & copy of cancelled cheque leaf along with techno-commercial part for RTGS registration only.

27) **The final acceptance of the tender rests with UCIL, who reserves itself the right to reject any or all tenders without assigning any reason.**

28) **FORCE MAJEURE:**

Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers /contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

29) **DISPUTE RESOLUTION MECHANISM AND JURISDICTION:**

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

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

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

- d) **ARBITRATION:** Any disputes or differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.
- e) **JURISDICTION:** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.
- 30) **PRE CONTRACT INTEGRITY PACT:** As per format enclosed, to be submitted duly filled and signed.
- 31) **PRICE PREFERENCE FOR MICRO & SMALL INDUSTRIES:**
- a) **In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall be allowed to transport a portion of quantity by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to transport atleast 25 percent of total tendered value.**
- b) **In case of more than one such Micro and Small Enterprise, the transporting shall be shared proportionately.**
- 32) **Security Deposit:** 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 upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
  - ii. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the 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. In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the 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:** Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 here of etc

. On expiry of the Defects liability period (referred to in condition 33 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 remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

- 33) The Accepting authority shall carry out the incomplete work by any means at the risk and cost of the Contractor.
- 34) On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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

**---धन्यवाद/Thank You---**