

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-05-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-05-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Kadapa
Total Quantity/कुल मात्रा	23
Item Category/मद केटेगरी	Cleaning of choked Spiral Heat Exchanger with Pressure Jet pump (Q3) , Repairing of choked Spiral Heat Exchanger by cold welding technique. (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	12 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,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
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Cleaning of choked Spiral Heat Exchanger with Pressure Jet pump
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	38170

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

5. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

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

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Cleaning Of Choked Spiral Heat Exchanger With Pressure Jet Pump ( 18 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sarithala Siddaiah	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	18	365

## Repairing Of Choked Spiral Heat Exchanger By Cold Welding Technique. ( 5 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेक्षित/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sarithala Siddaiah	516349, CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	5	365

## 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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Buyer Added Bid Specific ATC

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

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## 1. PRE QUALIFICATION CRITERIA

### A. Experience Criteria:

The bidder should have experience of having successfully executed any one criteria of similar works ("a" or "b" or "c") during last 07 years **ending with the last date of the previous month in which tender is floated to** any industry/ company as below:

- Single completed work order on "Descaling & Repairing any of mechanical equipments by Cold Welding Technique" for a value minimum of **Rs. 30,53,600/-**.
- Two completed work orders on "Descaling & repairing any of mechanical equipments by Cold Welding Technique", each having a value minimum of **Rs. 19,08,500/-**.
- Three completed work orders on "Descaling & Repairing of any of mechanical equipments by Cold Welding Technique", each having a value minimum of **Rs.15,26,800/-**.

(Supporting work orders and completed certificates should submit along with bid for fulfilling the technical criteria)

### B. Financial Criteria

**The bidder shall have minimum average annual turnover of Rs 12.00 lakh per year during last three financial years ending up to 31.03.2023 (i.e., FY2020-21, FY2021-22 & FY2022-23).** Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31st March 2023 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.

This is a **public tender, two parts.**

## 2. ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER

1. Before submission of tender, the Tenderers are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
2. The Tenderer shall submit his tender strictly in accordance with the tender specification and terms & conditions laid down in the tender document. No tender will be accepted by Post / Courier.
3. By submitting a tender for the work in e-tender, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respect according to the specification and other working conditions.
4. The Tenderer should mention their Price/ Item rates in figures as well as in words. In case of any dispute / ambiguity, the price/ rates mentioned in words shall be considered as final. No insertions, postscripts, additions and alterations shall be recognised unless confirmed by the Tenderer's signature.
5. Tender bids (Technical as well as price) shall be submitted strictly in a manner asked giving full details / information necessary for assessing their offer
6. Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
7. Tender documents are not transferable.
8. ***The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the only benefit of issue of Tender document (if any) & EMD at free of cost. Bidders registered as manufacturers in the specific category items/ / Service providers in the mechanical repairing/ maintenances services on equipments" are only eligible for the benefit of issue of Tender document (if any) & EMD at free of cost.***
9. ***No Exemption has been given from submission of previous orders & financial criteria to any of MSME/NSIC bidders. All the bidders must submit the credentials to fulfill the mentioned Pre-Qualification criteria. Bidders who are failing in meeting the Pre-Qualification criteria will not be considered for next evaluation process.***

**Special Note:**

10. ***Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in black listing of respective vendor's /contractor for a period of 01 year or a period of minimum 01 year to maximum of 02 years.***
11. ***Also UCIL has the right to short close the order within the tenure, if the awarded bidder does n't obey/ execute the order as per tender terms and conditions (or) found in deviating any statutory compliance, with a prior notice of 10-15 days***

### **3. SCOPE OF WORK**

The Descaling & Repairing of Spiral Heat Exchanger by Cold Welding Technique is related to our Autoclave equipments, i.e. Spiral Heat Exchangers. The scope of the work is mentioned below in detailed. All the jobs related this tender has to be done at UCIL works place. All the jobs regarding this tender are been

given on need basis as and when required depending on availability at site and contractor has to agree for the same. The Scope of work in each activity is briefly mentioned below.

Intimation to the Bidder will be given priorly before 02-03 days by over phone / E-mail for mobilizing required crew & other resources to attend the repairing jobs.

### **Scope of work of Bidder:**

1. TO & FRO movement of Spiral Heat Exchanger (SHE) to repairing zone. UCIL will provide EOT Crane for transportation within autoclave area.
2. Opening of SHE end covers and examining thoroughly for any crack/hole formation on internal and external surfaces, or any scale formation in between various layers avoiding for the flow of material on the surfaces of Spiral heat exchangers.
3. Cleaning the heat exchanger both sides with high pressure water jet pumps (150-250 bar) and burning any plastic rubber tubes struck inside. Provision & maintenance of high pressure water jet pump is in the bidder's scope only.
4. Descaling /repairing process as per the instructions of Engineer -In-Charge using water/ de-floating chemicals (if required). However descaling agents like chemicals/Acid, are in the scope of Supplier only.
5. Party has to ensure complete cleaning in between the layers of SHE after removal of end covers before taking up for repairing.
6. Identifying holes with help of endoscopic cameras and water pressure test.
7. Patching the holes based on the size of hole diameter and depth from the opening. Preparing a patch material with DSS steel metal sheet as per requirement.
8. Creating perfect arrangements with cameras and patching glue and patching exactly on the hole. Use Brazing technique for minor size hole.
9. Box up of end covers and fixing and tightening of clamp bolts.
10. Hydro testing of Spiral heat exchange for any further leakages.
11. Supplier has to ensure no leakage from all over the periphery of Spiral heat exchanger before taking trail test ...
12. Trial run has to be taken to ensure for no leakage & Permissible DP values in the presence of M/s UCIL & bidder representatives...

### **Scope of work of M/s UCIL:**

1. Providing of Electric Power for Motors (03 Phase) will be in UCIL Scope.
2. Providing of Water for Chemical circulation will be in UCIL Scope.
3. Providing of Helpers for opening & closing of doors will be in UCIL Scope.
4. Providing of welding services during chemical recirculation in-case of any requirement of new Pipe fittings are to be welded at the location.

### **Bid Rejection Criteria:**

- a) Following bids shall be categorically rejected:
  - i) The bids received after Tender closing date and time.
  - ii) The bids received without EMD (Earnest Money Deposit) or Tender document fee..
- b) Following may render the bids liable for Rejection.
  - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
  - ii) Bids with insufficient technical requirements and or terms not acceptable to UCIL.
  - iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

### **4. The Bid Security will be forfeited:**

- a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- b) If a Successful Bidder fails:
  - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
  - ii) To furnish Performance Security.
- c) If the Bidder furnished fraudulent document/information in their bid.

### **5. FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information

ormation, the Bid Security / Performance Security shall be forfeited and the bidder /contractor shall be debarred for a period of two (02) years from the date of detection of such fraudulent act, besides legal action.

#### 6. RATE (S) IN FIGURES AND WORDS:-

The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, postscripts, additions and alterations shall not be recognized unless confirmed by the tenderer's signature. **Tenderer shall quote rates(s) / price(s) on line in the price bid document (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected.** The Tenderer shall quote rates in figures and words will generate automatically.

#### 7. TAXES & DUTIES:-

**All Taxes including GST, service taxes, royalties, duties, octroi etc. and other taxes for execution the contract are to be specified clearly with in figures (or %) in the price bid. The final quoted rate should be inclusive of service tax /GST applicable at the time of tender submission.**

**The entire amount of service tax/GST will be recovered from the RA bill & deposited directly by UCIL, if applicable.**

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on production of documentary evidence. Offers with price variation clause will be out rightly rejected.

#### 8. E.M.D.:

Offer shall be accompanied by EMD for an amount of **Rs. 38,170.00 (Rupees Thirty-Eight Thousand One Hundred Seventy Only)**. EMD shall be by way of a Demand Draft drawn in favour of "Uranium Corporation of India Limited" payable at SBI Pulivendula Branch (**Code No. 0989**). No cash or cheque in any form will be accepted as earnest money. No interest will be paid on the earnest money deposit. Tenders received without earnest money deposit will be summarily rejected.

**Return of earnest money:** The earnest money of successful Tenderer will be adjusted into security deposit after signing of contract agreement. The earnest money of unsuccessful Tenderers will be returned within 01 (one) month after finalizing L1 party of the work and after getting written request thereon.

***The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the only benefit of issue of Tender document (if any) & EMD at free of cost. Bidders registered as manufacturers in the specific category items/ / Service providers in the manpower services" are only eligible for the benefit of issue of Tender document (if any) & EMD at free of cost.***

#### 9. SECURITY DEPOSIT:

The Amount of Security Deposit shall be **03%** 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 if any.

In addition to the above, further amount to the extent of the **1.5%** of awarded value of the work will be deducted from the running account bills by way of percentage deductions. Such percentage deduction shall **@5%** of the running account bills till the full amount of security deposit is realised / retained by the corporation.

Failure in carry out the awarded work shall entail forfeiture of the security deposit. Security deposit will be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion of the work and taking over & on submission of PBG till defect liability period.

#### 10. PENALTY / AGREED LIQUIDATED DAMAGE:

Time shall be the essence of the contract. Bidder shall have to complete the cleaning jobs/ the cold repairing jobs within 01 months from the date of handing over the site to them. If successful Tenderer fails



to execute the order within the agreed stipulated schedule, he shall be liable to pay agreed liquidated damages a sum @ ½ % of the order value per week or part thereof of delay subject to a maximum of 5 weeks. In case of delay beyond 10 weeks, UCIL reserves the right to cancel the order and get the balance work/procurement done through any other agency at your risk and cost.

#### **11. DEFECT LIABILITY PERIOD/ PERFORMANCE BANK GUARANTEE:**

No performance bank guarantee is required for this cleaning jobs. But the defect liability period / guarantee period for the repairing jobs shall be six months from the certified date of handing over of job on to the contractor. In case of bad workmanship for the particular Hole repaired with cold welding technique on the spiral heat exchanger. The contractor shall rectify the defects, if any, detected / reported during the guarantee period. Under this tender from the certified date of completion of work. The contractor shall be responsible to maintain the good and remedy at his own expense within such period, as may be stipulated by the Engineer-In-Charge before the expiry of the guarantee period. .

#### **(13) PAYMENT TERMS:**

- Bill (s) will be paid as through Running “ **RA bills**” as mentioned in clause “Bills” of the Scope of Work of contract document.
- Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer-in-charge, UCIL within 30 days of submission of clear bill in triplicate along with tenderer’s letter head. Contractor shall mention actual date of commencement of the work in their bill (s). ***Final bill will be released only after submission of Annual Return (Format to be obtained from Site Office - Mill) and work completion letter in duplicate by the contractor.***

#### **(14) VALIDITY OF OFFER:**

The offer should remain valid for a minimum period of 180 Days from the date of opening of the tender. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so, he will be liable to take action as against EMD submitted.

#### **(15) PERIOD OF CONTRACT:**

The contract period shall remain valid for 12 months from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 15 days on receipt of LOI or as desired by UCIL Engineer-in-Charge. However, date of actual start of work shall be fixed by UCIL.

#### **(16). EXTENSION OF CONTRACT:**

Completion period of this contract is within 12 months from the date of commencement. The tenure/period may be extended for further up to 03 months with additional implications if required after successful completion of initial contract period with same rate, terms & conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor.

The tenure/period may also be extended (if the contract value is not consumed due to unforeseen reasons) further up to 12 months after successful completion of initial contract period with same rate, terms & conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor. If so happens contractor shall have to work on the same terms & conditions and price of the contract without any escalation of prices.

The completion schedule shall be suitably extended due to the following reasons:

- i) Delay in providing fronts by UCIL, for undertaking the work
- ii) Any suspension order given by UCIL under
- iii) Any occurrence of Force Majeure as provided in tender

#### **(17) VARIATION IN QUANTITY OF ITEMS:**

Variation in quantity of items mentioned under scope of work: The quantities mentioned against individual items are tentative. The actual quantities of individual items may vary (from those indicated in the tender documents due to actual conditions of the site or due to other reasons) to any extent, keeping the actual value of total work done well within  $\pm 10\%$  on the contract sum or work order value. The contractor shall carry out all work up to total variations of  $\pm 10\%$  on the contract sum or work order value.

value and all tendered rates shall remain firm within this limit. Any individual item may vary to any extent and be excluded altogether.

**(18) Subletting of contract:**

Subletting of the contract in any form is not allowed .

**(19) Evaluation of tender:**

- i. Bidder has to quote for all the tendered line items .
- ii. If any bidder has not quoted for any of the tendered line items, his bid may be rejected for consideration of L1 (UCIL has the right to reject the price bid even after their bid is technically qualified)
- iii. Also, If any bidder has quoted abnormally low than our estimation and there by unable to provide the proper justification in the financial breakup, then their price bids may be liable for rejection (UCIL has the right to reject the price bid even after their bid is technically qualified)
- iv. If any bidder's price part is rejected, then the next successful lowest quoted bidder's price part will be considered for evaluation.
- v. Overall L1 amount will be considered as L1 price.

**(20) Awarding of tender:**

- i. Final Order/contract will be awarded to the overall lowest and Successful L1 Bidder after evaluation.
- ii. Order will be placed on a single bidder who had quoted for all the items and stood at overall L1 (Lowest) amount including all.

## **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. 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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**