

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	15-07-2022 20:00:00
<b>Bid Opening Date/Time</b>	15-07-2022 20:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Item Category</b>	Custom Bid for Services - Dismantling and Erection of MSRL Tanks in Chemical house area at Jaduguda Mill
<b>Contract Period</b>	6 Month(s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	548700
<b>Evaluation Method</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required</b>	Yes

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.83
EMD Amount	10041

#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	8

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Works Account Section  
URANIUM CORPORATION OF INDIA LIMITED, P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102  
(Chief Manager Account Works)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

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

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required**

**Scope of Work:**[1656080619.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1656079293.pdf](#)

**Service Level Agreement (SLA):**[1656079299.pdf](#)

**Payment Terms:**[1656079302.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1656080636.pdf](#)

**GEM Availability Report ( GAR):**[1656080631.pdf](#)

**Custom Bid For Services - Dismantling And Erection Of MSRL Tanks In Chemical House**

## Area At Jaduguda Mill ( 1 )

### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Dismantling and Erection of MSRL Tanks in Chemical house area at Jaduguda Mill
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

### Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Rajesh Yadav	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	1	N/A

## Buyer Added Bid Specific Terms and Conditions

### 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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of "URANIUM CORPORATION OF INDIA LIMITED" payable at "JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]".

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

### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

name Uranium Corporation of India Ltd Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 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 "JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]". After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Uranium Corporation of India Ltd Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### **Pre-qualification criteria (PQC):**

Pre-qualification criteria (PQC) for Experience & Past performance: Sole Bidder should fulfill the Technical eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

##### **A) Technical requirement:**

Experience of having successfully completed similar work during last seven (7) years ending last day of month previous to the one in which tender is invited, and should have done either of the following:

Three similar completed works costing not less than Rs. 2, 19,480.00 each including GST OR

Two similar completed works costing not less than Rs. 2, 74,350.00 each including GST OR

One similar completed works costing not less than Rs. 4, 38,960.00 including GST.

Similar work means – Fabrication, dismantling & erection of Tanks/ vessel in any industry of minimum value(s) as indicated above.

##### **B) Financial requirement:**

Pre-qualification criteria (PQC) for financial requirement:

The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

Bidder must have achieved an average minimum financial turnover of Rs. 1, 64,610.00 or more during last three financial years (i.e.FY 2018-19, FY 2019-20, FY 2020-21).

**A.** The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.

**B.** If any bidder does not submit the Turnover value for any of the 3 years, the bidder will not disqualify and instead shall consider all 3 years for computing the average assuming a value of "zero" for the year for which no information has been furnished by the bidder.

## 7. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

### **SCOPE OF WORK-SOW AND OTHER TERMS & CONDITION OF CONTRACT- OTCOC**

#### **Scope of work**

##### **Dismantling Work:**

The detailed scope of work comprises dismantling & replacement jobs of existing MSRL Tanks by gas cutting and removing procedure along with removing of its old rubber lining at site as per instruction of Engineer-in-Charge.

The scope shall include arranging of all tools, tackles, manpower, supervision, consumables (gas cylinders & electrodes), non-consumables, machinery, transportation etc., and all other relevant works as per specifications and instructions from UCIL.

**Removal of dismantled materials:** All dismantled material shall be removed from operation premises as scrap and disposal of same in UCIL's scrap yard as directed. All the scrap being taken out of the operation premises shall be weighed at the store weigh bridge and shall obtain proper pass from engineer-in charge and store before shifting to scrap yard.

##### **Dismantling Procedure:**

Entire work of demolishing and dismantling shall be carried out very carefully. Prior to start of work, the Contractor shall prepare and submit the proposed scheme of demolishing and dismantling to the Owner for their approval.

Contractor shall start the work only after issue of work permit which shall be issued by Engineer-in-charge on daily basis. All the works shall be carried out only after obtaining necessary hot and for cold work permit as per UCIL procedures.

Dismantling shall be done in a systematic manner. All elements shall be carefully removed without causing any damage.

Dismantled elements/components shall not be dropped from a height or thrown from a distance so as to avoid damaging the same.

Dismantling of elements (fixed by screws/bolts/hooks etc.) shall be done by taking out the fixtures with proper tools only. Such fixtures may be cut by sawing or flame cuttings, in the event of their being stuck-up due to rusting etc.

All tools, tackles and equipments used for dismantling works shall be in good condition and shall have due certification by competent authority, and have valid date for the use.

Only steel scaffolding is allowed for carrying out the work.

All unused/scrap materials shall be the property of the UCIL and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to UCIL's Store(s)/ at the allocated area within plant premises.

No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.

In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at 125% of item rates from the Contractor's bills or from any other dues of the Contractor to the UCIL. Contractor shall make his own arrangements for weighing the off cuts to be returned to UCIL's stores.

The wastage generated by the Contractor in excess of the allowable percentage shall also be charged at the penal rates (125% of item rate).

Wastage /scrap allowance permitted will be 5.0 % ( five percentage). Wastage more than this will be deducted from the contractors bill based on 125% of item rate at the time of billing.

## **Utility & material supply by UCIL:**

UCIL will provide 3 phase/single phase power at one point. The Tenderer has to make his own arrangement to use the same at work site by extending cables etc. as per requirement.

Only 8 MT capacities Hydra will be provided depending upon availability.

UCIL will provide structural steel for fabrication of agitator frame & tank supporting structure.

### **A. PERIOD OF CONTRACT:**

**Period of Contract:** The contract would be for a period of **6 (SIX) months** subjected to successful performance/ review, this agreed contract period may be extended further on the same rates, terms and conditions depending upon the requirement and administrative convenience of UCIL, **however UCIL has the right to terminate/ curtail the contract at any time after giving one-month notice without assigning any reason.**

**B. PRICE & PAYMENT TERMS:** The quoted rate(s) should be inclusive of PF, Bonus, insurance, Safety appliances (tools & tackles), Contractor's profit etc. GST should be quoted separately in the price bid part-II.

Payment: - 3 (THREE) R.A. bill and 1 (One) final bill will be paid against this work after submission of bill in 4 (four) copies. 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(s) in 4 (Four) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of work and actual date of commencement of work in their every bill(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.

**C. Variation in Quantity of items:-** The quantity mentioned under the "schedule of item (s) and quantities" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the total variation of +/-10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit.

### **E. INSURANCE & OTHER DUTY & TAXES:**

**Taxes & Insurance:** Payment of Taxes and Insurances of the Commercial vehicle is the responsibility of Tenderer. The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

Income Tax and surcharge over Income Tax as per rules would be deducted from RA bill.

**F. Safety Rules & Regulations for contractor's employees-**UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-B will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet , gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL

so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor. Contractor must report in writing (duplicate) to the Engineer-In charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipments before the commencement of work at their own cost during work execution period.

**G. License for engaging Inter-State Migrant Workmen** :-Contractor shall obtain license under the Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if they engage on any day of the preceding 12 months ( as defined under section 2 (e) of the said act ), 5 or more interstate migrant workmen for execution of the contract. Contractor shall have to submit declaration also, in case they have not engaged interstate migrant workmen.

**H. Annual Labour Return**:- Contractor shall have to submit a letter of work commencement / completion IMMEDIATELY in duplicate in prescribed format and shall also deposit labour report / annual return in Format No. XXV in the first week of January every year (Format to be obtained from Site Office - Mill) to the Engineer-In-charge, UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.

#### **I. OTHER TERMS & CONDITION:**

**1.** The contractor is required to provide all tools & tackles, safety appliances like Gumboot, Gloves, Apron, Helmet, and Goggles etc. to the persons engaged for this job. UCIL shall provide all necessary safety appliances on chargeable basis to the contractors if they will not provide to their workers for safe execution of work.

**2. Site Investigation**:- The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal handling and storage of materials, availability of labour, water or similar physical conditions of the site.

**3.** All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered the standards, the standard practice as may be specified by Engineer shall be final & binding.

**4.** Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.

**5. MEDICAL CARE**:- The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor at the site. In serious cases medical facilities of UCIL may be available on chargeable basis.

**6.** UCIL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with UCIL and in case they fail to honour their bid without sufficient ground blacklist such bidder /bidders for a suitable period as per UCIL procedure.

**7.** In case of breach of contract by the contractor, the Security Deposit shall be forfeited by UCIL and this may result in black listing of contractor's firm in addition to the termination of the contract.

**J. Security Rules & Regulations and Entry Passes**-Contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed. The contractor will have to submit the details of the persons to be employed for this work within two days of award of work. The contractor will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photographs for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.

#### 8. **Buyer Added Bid Specific SLA**

Text Clause(s)

#### **SPECIAL CONDITIONS OF CONTRACT- SCOC**

##### **1. Scope of work:**

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labourers necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles. The Contractor includes for all work necessary to complete the full extent of Works as defined in the Drawings, Specifications and associated documents as referenced within this contract.

##### **2. Completion period of contract: -**

Period of contract will be applicable as mentioned in the N.I.T. / Enquiry Letter, special conditions of contract, scope of work, etc. of contract document (Date of commencement will be reckoned from the date of letter of award of work order/ L.O.I.). **Completion period of this contract is 6 (Six) months from the Date of issue of letter of Award of work/ L.O.I.**

CONTRACTOR shall, however, complete the entire scope of work within the above overall time schedule but as per program and directive of CORPORATION. Contractor shall plan the sequence of all works so as to achieve the desired progress keeping in mind overall safety and stability at all points of time.

##### **3. Prices:**

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

**The Contract Sum is the “price inclusive GST”, i.e. inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.**

**The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to price variation under price adjustment/ deviation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.**

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

Earnest Money or Security Money shall be deposited by way of **demand draft (DD)/ RTGS** drawn in favor of “URANIUM CORPORATION OF INDIA LIMITED” payable at Jaduguda Branch of State Bank of India



[Jaduguda Branch Code no 0227].

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.

The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

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

- (a) Any bid not accompanied by Bid Security as per stipulated requirements shall summarily be rejected.
- (b) In case the Tenderer intends to submit the bid security in the form of Bank Guarantee, the Tenderer shall submit the original Bid Security in the form of Bank Guarantee along with the bid. However, UCIL shall verify the authenticity of the Bank Guarantee submitted by the Tenderer from the issuing Bank. In the event of any discrepancy in the Bank Guarantee on verification, the offer submitted by the Tenderer shall be rejected.
  - (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
  - (ii). The Tenderer resile from his offer during the validity period.
  - (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
  - (iv). The validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
  - (v). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
  - (vi). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorised extensions.
  - (vii). The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
  - (viii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The Bid Security shall be made payable without any condition to the Corporation 'On Demand'. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. In case the Tenderer is requested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer's offer will be rejected and the Bid Security submitted by the Tenderer shall be returned on Tenderers request.

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

**If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award**

**of Contract, or fails to sign the contract agreement then the Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.**

**No cash or cheque in any form will be accepted. No interest will be paid on any earnest money or any guarantee.**

5. **Validity of Tender:** -

**The offer should remain valid for a minimum period of 6 (six) months from the due date of submission of tender.** The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

If required, the Corporation may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the BG submitted towards EMD will also be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. A Tenderer may refuse the request without forfeiture of his EMD. The tenderer accepting such request shall not modify their bid on their own.

6. **Deviation:** -

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the heading 'Deviation'. The Corporation reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.

7. **Award of Contract:**-

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

8. **Privilege Clause:**-

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action.

9. **Security deposit (SD):**

Total amount of Security deposit shall be limited to **3 % (As per DoE OM 12.11.2020)** 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 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 12.11.2020) of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.**

b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

**c) Refund of Security Deposit:**

Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition **Penalty (Liquidated Damage clauses** hereof etc. **against submission of a Performance Bank Guarantee (PBG) for 3 % (As per DoE OM 12.11.2020) of the work order value**

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

**10. FORFEITURE OF SD & RETENTION MONEY:**

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

**In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.**

**If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.**

**11. PERFORMANCE BANK GUARANTEE (PBG)**

You shall submit PBG for an amount of **3 % (As per DoE OM 12.11.2020)** of the Total Contract value after the successful job completion & its acceptance by UCIL. PBG shall be in UCIL format from

schedule commercial Bankers. You will be given the option to convert SD BG in to PBG. If SD is exempted and or PBG is submitted separately then SD will be released after satisfactory completion of work and acceptance by UCIL.

#### 12. **Contract Agreement:-**

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (thirty) days from the date of issue of L.O.I. / Work Order. However, no payment will be made without execution of contract agreement.

Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI/ Work Order issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

#### 13. **Payment Terms:**

Payment will be released after satisfactory **completion of the work** or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s).

**Hundred percent (100%) payment including GST will be paid completely or on pro-rata basis in case of continuous supply of services (as per monthly RA Bills) after completion of work/ supply as certified by the Corporation, against submission of a Performance Bank Guarantee (PBG) for 3 % (As per DoE OM 12.11.2020) of the work order value. PBG will be return on expiry of the Defects liability period (referred to in condition Penalty (Liquidated Damage clauses hereof) and after completion of all obligations under the contract.**

#### 14. **Tax & Duties:** -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties & cess, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

#### 15. **INCOME TAX & STATUTORY LEVIES:**

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

#### 16. **Insurance:-**

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

**17. Defects Liability Period: -**

The defect liability period / guarantee period for this job shall be from the certified date of handing over of job, **if applicable**. 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 make 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.

**18. Indemnity: -**

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. **Contractor shall abide by all the necessary provisions of various other Labour Laws/ Acts viz. ESI/ Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.**

**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, the case shall be dealt with as follows :

**(i) Delay attributable to UCIL / Force majeure:**

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period.

**(ii) Delay attributable to Supplier / Contractor:**

LD	Applicable
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Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

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

**20. Variation in items of scope & Quantity of items:-**

Items & quantities in a Price Schedule (schedule of quantities) are estimated only. Items and Quantities against scope of work shall be subject to variation, the actual scope of items & quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons.

Over all deviation of amount up to +10% variations in the execution of works of the total awarded value is allowed without issue of amendment/ revision in the work order.

**Prior approval of the Competent Authority is required, If Contract Sum is exceeded by more than +10 percent and If directed to do so under this clause, the Contractor must provide the further amount of security in a form in accordance with clause Security Deposit within 7 Days after receipt of the order.**

**21. Variation in Price:**

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

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**22. Termination for Insolvency:**

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

**23. RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, UCIL may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

**24. NOTE: -**

In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

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## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions 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.

**---Thank You---**