

## Bid Corrigendum

GEM/2023/B/4031523-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

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

**Name of Service: REPAIRING OF D80A12 MODEL BULLDOZER OF BEML- MAKE FOR UCIL JADUGUDA UNIT.**

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

1. EXPERIENCE CRITERIA: Sole Bidder must be in business of repair and maintenance of machinery for mining, quarrying and construction for atleast 1 year (12 months) with any Central / State Govt. Organization / PSU / Public Listed Company in last SEVEN (07) years ending on last date of the previous month in which BID issued.

- i) The eligibility period shall be within the period of 7 years backwards starting from the last day of month previous to the publication date of BID.
- ii) The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last date of month previous to the one in which the BID has been published on GeM portal. Hence, the works which are incomplete/ ongoing, as on the last date of the month previous to the one in which the BID has been published on GeM Portal, shall not be considered against eligibility.
- iii) In case the work is started prior to the eligibility period of 7 (SEVEN) years (counted backwards starting from the last date of the month previous to publication date of BID and completed within the said eligibility period of 7 years, then the year of experience of the work within the said eligibility period shall be only considered against the eligibility.

DOCUMENTARY EVIDENCE IN SUPPORT OF PAST EXPERIENCE etc. CRITERIA: - In support of the claim of meeting this experience/ technical criterion, bidder must submit following documentary proof in GeM portal.

- a. Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work/ Service, various components/ Items, period and value.
- b. Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order / Purchase order/ Service order, actual value of executed work and actual date of completion.
- c. FORM 16(A) from the client has to be submitted in case of Public Listed Private Company.

**2 FINANCIAL STANDING:**

Average annual financial turnover during the last 3 (three) financial years, ending 31st March of the 2023 should be Rs.20 Lakh. FY22-23, FY21-22, FY20-21.

- 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.

3. QUALIFICATION: The eligibility is to be decided strictly based on documents submitted at the time of re

ceipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ - criteria may be allowed subject to the condition that

- a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

And the opportunity of submission of additional documents will be given to all the bidders.

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### 3. Text Clause(s)

#### **SCOPE OF WORK -SOW**

##### **A. NATURE OF JOB:**

In UCIL's Transport Section Jaduguda, there are 4 Nos. of Bulldozers (Sl. No. 1 to 3 of D80A12 model, BEML Make, Sl. No. 4 is BD80 model, BEML Make), which are used for pilling, pushing & feeding the mined ore to ground hopper grizzly of mill for production.

UCIL is intended to carry out the repairing of D80A12 model Bulldozer of BEML Make. Details of Job for repairing D80A12 model bulldozer are given in work title BOQ. The Bidder shall have the overall responsibility to complete "Scope of Work" as specified in Bill of Quantities.

1. **COMPLETION PERIOD:** The mentioned work should be completed in 4 months from date the date of order.

##### **2. PAYMENT TERMS :**

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

Hundred percent (100%) payment including GST within 30 days will be paid completely or on pro-rata basis in case of BOQ quantity (as per monthly RA Bills) after completion of work/ supply as certified by the Corporation as per payment terms.

##### **3. DEDUCTIONS:**

Following deductions shall be made in the bills of the bidder:

- i. Retention Money @5% of executed value including GST.
- ii. TDS and TDS under GST.
- iii. GST & other statutory requirements/ taxes, if applicable.

##### **4. DEFECT LIABILITY PERIOD/ WARRANTY :**

- a) Warranty of all parts supplied and work performed will be for 6 months from the date of completion of scope of work against SD @10% of awarded value including GST.
- b) Contractor shall warrant that goods and equipment supplied, installed under the contract are new, unused, incorporate all recent improvements in design and material, are without any defects due to design or workmanship.
- c) Contractor shall also warrant & guarantees that the goods supplied shall perform satisfactorily as per designated as provided for in the contract. Any complaint in equipment or any work during this warranty/ guarantee shall be attended within 15 days by the contractor.

##### **5. WORK TITLE NO. 1:**

REPAIRING OF 2 NUMBERS OF UNDERCARRIAGE ASSEMBLY (RHS OR LHS) OF D80A12 MODEL DOZER BY DISMANTLING, REPAIRING OF WORN-OUT PORTION BY REBUILDING THROUGH SUITABLE WELDING, repairing of track roller, mounting bolt area, Idler rail and fitment of repaired complete undercarriage, set along with supplied track & carrier rollers and providing & fitment of supplied parts, complete job with all leads and

d lifts of material as per direction of to the entire satisfaction of Engineer- in Charge. MEASUREMENT UNIT = COMPLETE RHS UNDERCARRIAGE ASSEMBLY AND/ OR COMPLETE LHS UNDERCARRIAGE ASSEMBLY. QUANTITY = 2 NUMBER = LUMPSUM BASIS.

**a. Read AS: "a. Supply of Spare required in this work title: 2 number Front idler part no.-154-30-0072. 4 number Carrier roller part no.-154-30-00301. 4 number Track roller part no. -154-30-00400. 8 number Track roller part no. -154-30-00500. Required numbers of HT Bolts & Nuts. Suitable welding electrode for rebuilding work".**

b. Safe parking of bulldozer, opening of blade & arm assy., track chain, track frame and Jacking of bulldozer with suitable support.

c. Removal off track frame, guards, all rollers (track & carrier), idler. Rebuilding of Idler mounting rail with suitable electrode as per OEM size and fitment of idler. Other rebuilding work as per the observation and instruction of UCIL Engineer In-charge.

d. Removal of broken bolts from track frame assy. with suitable electrode, drilling & rethreading of mounting bolts.

e. Fitment of 7 numbers of supplied track rollers, 2 numbers carrier rollers, track guards into track frame.

f. Fitment track frame in bulldozer, removal of jacking and fitment of track chain assy., blade arm assy., and make re-running of Bulldozer.

6. WORK TITLE NO. 2:

REPAIRING OF 2 NUMBERS OF FINAL DRIVE ASSEMBLY AND SIDE TRACK FRAME (RHS OR LHS) OF D80A12 MODEL DOZER BY DISMANTLING, REPAIRING OF WORN-OUT PORTION BY REBUILDING THROUGH SUITABLE WELDING, and providing & fitment of supplied parts, complete job with all leads and lifts of material as per direction of to the entire satisfaction of Engineer- in Charge. Measurement unit = Complete RHS final drive assembly with side track frame AND/ OR Complete LHS final drive assembly with side track frame: 2 numbers = LUMPSUM BASIS.

**a. Read AS: "a. Supply of Spare required in this work title: 2 number Pinion second part no.-154-27-11320. 2 number bearing roller part no.-06043-02314. 2 number bearing roller part no.-06043-02319. 2 number Pinion assy. part no.-154-27-00030. 2 number bearing part no.-06043-02314. 2 number bearing part no.-06043-00415. 2 number Cage bearing part no.-154-27-11260. 2 number Gasket part no.-154-27-11130. 2 number Seal ring assy part no.-170-27-00020. 2 number Seal ring assy part no.-170-27-00010. 2 number bearing part no.-06043-02228. 2 number Bearing part no.-06030-23222. 2 number Spacer part no.-154-27-12420. 2 number Lock part no.-154-27-12430. 2 number Retainer part no. - 170-27-12181. 2 number Sprocket assy part no.- 154-27-00270. 2 number Nut part no.-154-27-13410. 2 number Kit part no.-154-27-05011"**

b. Opening blade attachment and diesel tank.

c. Both side track chain opening by cutting master link.

d. Both sides' diagonal caps and sprocket cap opening by cutting the bolts.

e. Bulldozer jack up and support providing both front and rear.

f. Both side track frame removing and idlers removing.

g. Sprocket opening, damaged part removal, new part fitting.

h. Side track frame idlers guide rails welding and finishing by grinding. Diagonal broken bolts and carrier roller foundation bolts sides broken bolts removal by welding and thread cleaning and required rebuilding and suitable welding work and gas cutting, rebuilding and welding work.

i. Rebuilding of worn-out/ damaged covers/ parts of final drive assembly with special electrodes and shaping/ machining to suit the original size/ fittings.

j. Serviceable bearing opening from grounded bulldozer by puller arrangement.

k. Serviceable bearing fitting in new/ serviceable pinion and serviceable pinion by hot bath.

l. Sides track frame placing and idlers and carrier rollers foundation fitting by new bolts.

m. Providing and fitting new diagonal bushes, bolts (diagonal and carrier roller foundation) both sides.

n. Bulldozer de-jacking and sprocket caps fitting by providing new bolts.

o. Diesel tank fitting.

p. Bulldozer steering and both sides chain fitting by providing new master link bolts.

q. Testing and adjustment steering system and blade attachment fitting.

7. WORK TITLE NO. 3:

REPAIRING OF 2 NUMBERS OF STEERING CLUTCH ASSEMBLY (RHS OR LHS) OF D80A12 MODEL DOZER BY DISMANTLING, REPAIRING OF WORN-OUT PORTION BY REBUILDING THROUGH SUITABLE WELDING, and providing & fitment of supplied parts, complete job with all leads and lifts of material as per direction of to the entire satisfaction of Engineer- in Charge.. Measurement unit = Complete RHS steering clutch assembly AND/ OR Complete LHS steering clutch assembly: 2 numbers = LUMPSUM BASIS.

**a. Read AS: "a. Supply of Spare required in this work title: 2 number Steering clutch assy- 154**

**-21-00134. 2 number Brake band assy-154-33-00010. 2 number Bearing -150-09-13160. 2 number Bearing- 150-09-13150. 2 number Service kit- 175-10-05012. 2 number Service kit-175-22-05011. 2 number Steering brake service kit-175-804-5010. 2 number Steering control valve kit-175-805-5010".**

- b. Opening blade attachment and diesel tank.
- c. Both side track chain opening by cutting master link.
- d. Both sides' diagonal caps and sprocket cap opening by cutting the bolts.
- e. Bulldozer jack up and support providing both front and rear.
- f. Both side track frame removing and idlers removing.
- g. Side steering connections linkages, steering control valve, top covers opening, failed brake bands clutches, flange, pinions, seals, ring seals, bearing opening by puller arrangement.
- h. Rebuilding of worn-out/ damaged covers/ parts of final drive assembly with special electrodes and shaping/ machining to suit the original size/ fittings.
- i. Fitting ring seal, steering seal and fitting ring seal, steering seal, flange-pinions, clutches, brake bands covers, control valve and all connections and linkages.
- j. Assembly of steering assembly.
- k. Bulldozer de-jacking and sprocket caps fitting by providing new bolts.
- l. Diesel tank fitting.
- m. Bulldozer steering and both sides chain fitting by providing new master link bolts.
- n. Testing and adjustment steering system and blade attachment fitting.

#### 8. SITE VISIT:

The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the Site/ Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/ they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract. The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

#### 9. HANDING OVER OF SITE:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

#### 10. DEPLOYMENT OF MANPOWER AND MACHINERIES:

The tenderer(s) will deploy sufficient number and size of equipment/ machineries/ vehicles and the technical/ supervisory personnel required for execution of the work.

#### 11. SUB-LETTING OF WORK:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

#### 12. SAFETY MEASURES AND REQUIREMENTS:

A thorough site risk assessment to be done before commencement of work.

All personnel involved in the job to be safety inducted for familiarization with the scope of work and the risks.

ks involved.

A risk assessment board to be availed on site furnished with the permit to work, risk assessment form, hot work permit and job procedure.

Ensure all electrical connections have been isolated and a Lock out, Try out, Tag out procedure have been followed before taking over the plant for the job.

A tool box talk to be held before commencement of every shift to highlight on the new risks encountered or expected and how to mitigate them.

A person in charge of safety to be identified and be known to all the personnel during every shift.

A first aid kit to be availed on site at all times and a shift first aider identified.

All oxy-acetylene sets to be inspected and tested for leakages before use and hoses to be clear of falling hot material, sharp edges and dropping debris.

All personnel shall wear the mandatory PPE at all times and ensure use of other relevant PPE depending on the nature of work and condition of the work site.

Housekeeping to be done at every stage of work and thoroughly at every close of shift.

### 13. WORKS TO BE ARRANGED BY THE CONTRACTOR:

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically.

- a) Accommodation and meals for the contractor & engaged contractual labours.
- b) Provide all equipment, consumable items and materials required.
- c) Repair & maintenance of equipment as stated in the work title jobs.

### 14. WORKS TO BE ARRANGED BY THE UCIL:

Unless otherwise specified in the tender documents, the following works shall be arranged by the UCIL.

- a) Space for accommodating all the equipment and components involved in the work.
- b) Welding machine, electricity, Forklift and Hydra as per the availability with other necessary jobs in the running plant.

### 15. TAKING OVER :

Before taking over, Engineer In charge shall check the work as per terms and conditions of this tender and check if the work "fits the purpose" for which it was intended. Contractor may be asked to give one "trial run" of all equipment etc. before handing over the work.

### 16. QUALITY AND QUANTITY :

Contractor shall be responsible for the quality and quantity of the products. The quality of goods & timely execution of order will be the essence of the contract. There will be no compromise on this account. Material found sub-standard will be rejected and returned.

UCIL reserves the right to change the quantity at any stage of tender and the successful contractor shall have no objection for the same. The quantity item mentioned in the tender are approximate and can change according to requirement.

### 17. MODE OF QUOTATION:

Service provider should quote lumpsum Service Value incl. GST for each service requirement.

**IMPORTANT: THE QUANTITY MENTIONED IN THE BOQ FOR SUPPLY FOR EACH ITEM BASED ON EITHER LHS OR RHS**

## 4. 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 04 (four) 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) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227].

OR BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50, 000/-) may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled / nationalized bank. BG in lieu of EMD (Bid Security) shall remain valid for a period of 09 months from the due date of submission of the tender.

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 resiles 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 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 all 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 all be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

(iv). In addition to the above, Running Account bills by way of percentage deductions. Such percentage deduction of retention money shall be @ 5 % 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 therefrom 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 being 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:

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 and retention money 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)

Kindly refer clause Security deposit (SD):

#### 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 issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s).

Hundred percent (100%) payment including GST within 30 days 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 as per payment terms.

#### 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

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.

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. Price Escalation (Clause Price Adjustment): -

Statutory Variation Clause: Any variation in statutory levies/taxes within the contractual delivery period shall be to UCIL's account & beyond contractual delivery period.

24. 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.

25. NOTE: -

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

5. 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.

6. 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.

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)