



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5907864  
Dated/दिनांक : 14-03-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-04-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-04-2025 17:30:00
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	Jaduguda
क्रैता ईमेल/Buyer Email	buycon6.ucil.jh@gembuyer.in
Item Category/मद केटेगरी	Custom Bid for Services - Descaling and disposal of hard scaling of leaching tankpachuca and neutralizing pachuca
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Cleaning, Sanitation and Disinfection Service - Outcome Based</li></ul>
Contract Period/अनुबंध अवधि	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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	932250
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	10000

**ePBG Detail/ईपीबीजी विवरण**

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Works Accounts Section Jaduguda  
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO  
(Chief Manager Accounts)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**PRICE PART - [1738819265.xlsx](#)**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Introduction about the project /services being proposed for procurement using custom bid functionality:**[1738662509.pdf](#)**Instruction To Bidder:**[1738662514.pdf](#)**Pre Qualification Criteria ( PQC ) etc if any required:**[1741755475.pdf](#)**Payment Terms:**[1741755484.pdf](#)**Quantifiable Specification / Standards of The Service/ BOQ:**[1738662528.pdf](#)**Project Experience and Qualifying Criteria Requirement:**[1738662531.pdf](#)**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1738662536.pdf](#)**GEM Availability Report ( GAR):**[1741755497.pdf](#)**Any other Documents As per Specific Requirement of Buyer -1:**[1738662562.pdf](#)**Any other Documents As per Specific Requirement of Buyer -2:**[1738662567.pdf](#)**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1741950185.pdf](#)**Buyer's Competent Authority Approval:**[1741950165.pdf](#)**Scope of Work:**[1741755467.pdf](#)**Penalties:**[1738820110.pdf](#)

## Custom Bid For Services - Descaling And Disposal Of Hard Scaling Of Leaching Tankpachuca And Neutralizing Pachuca ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Descaling and disposal of hard scaling of leaching tankpachuca and neutralizing pachuca
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1	N/A

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

#### 1. Generic

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

#### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

URANIUM CORPORATION OF INDIA LIMITED

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction

of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

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

Text Clause(s)

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

Subject:-Descaling and disposal of hard scaling of leaching tank,leaching pachuca and neutralizing Pachuca in Jaduguda mill division for 1 year contract period.

1. De-scaling of hard scaling formed on the internal surface of leaching Pachuca, leaching tank and neutralizing Pachuca by chiseling in such a way so as not to damage the rubber lining. The job involves gradual lowering down of persons engaged for chiseling with the help of hanging arrangement with full safety precautions. The de-scaled scaling shall not be allowed to accumulate more than 15 tons below the Pachuca's and hence scaling shall be removed immediately after de-scaling to avoid jamming in the area. In case of delay in disposal of the accumulated de-scaled material, corporation reserves the right of disposal of the same through any other agency at contractor's risks and costs. After complete de-scaling, the top cover, vent pipe, drain valve, flanges, etc. are to be boxed up for taking the cleared Pachuca into system. The contractor shall engage his persons every day to avoid accumulation of materials in these areas. The cleaning work is to be done carefully without damaging equipments etc. The de-scaled mass has to be loaded in the tractor trolley or any relevant means & disposed of in specially earmarked area in Tailings Pond or as per the direction of the Engineer-In-charge. The contractor shall have to use his own transport for the disposal of scaling. There are 20 (twenty) nos. of Leaching and 7(seven) nos. neutralizing Pachuca in Mill Division. Each Pachuca may contain between 50 tons of scaling depending upon its thickness. One Pachuca will be handed over to the contractor at a time for de-scaling etc. and again next Pachuca will be handed over only after completing the work of 1st Pachuca in all respect. Cleaning work of each Pachuca shall be completed in all respects within two to three weeks of its handover.

2. Manpower required no. of unskilled labours deployed 06 (Six) nos. per day for 305 working days, excluding Sunday and Holiday.

3. Measurement recording:-

Approximate quantity of removal will be about 80 - 110 MT per month or as required. This quantity may vary depending upon plant situation. These are to be unloaded ground hopper after Weighment in UCIL weighbridge.

Contractor will arrange and provide stationary items (Register, Duplicate Book etc.) for keeping work record at their own cost. The company will not provide any means of transportation and driver for de-scaling and disposal of hard scaling in the job mentioned above. The estimate has been prepared considering transportation cost components (directly and indirectly) along with different category of manpower involved in the job.

Note:(Common for above jobs)

i) Contractor will have to arrange and provide transport facility like tractor trolley or relevant to plant condition, its fuel, etc. purely at their own cost. The company will not provide any means of Transportation, fuel etc. for cleaning and removal of slurry/spillage/scaling in any of the job mentioned above.

ii) The estimate is prepared considering transportation cost components (directly and indirectly) along with manpower involved in this job.

iii) Considering space constrain at the site of lifting material (spilled slurry), it is preferable engage tractor trolley with manpower. Any dispute arising in engagement of other transport facility for the job will not to be entertained.

#### A. PERIOD OF CONTRACT:

Period of Contract: The contract would be for a period of 12 (twelve) 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. INSURANCE&OTHER DUTY&TAXES:

Taxes & [Insurance:Payment](#) of Taxes and Insurances of the Commercial vehicle is the responsibility of Ten

derer. 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.

**C. PRICE&PAYMENT TERMS:**

The quoted rate(s) should be inclusive of labor wage, PF, Bonus, insurance, contractor profit, overhead cost, any transportation related cost etc. GST should be quoted separately in the price bid part

Payment: - 11 (Eleven) R.A. bills 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 Incharge,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.

**D. 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. PENALTY FOR NON- AVAILABILITY/ABSENTEEISM:**

The contractor shall load, transport & unload specified quantity as mentioned in scope of work in every running month. Failure to maintain scheduled quantity, imposition of penalty shall be as follows;

- a) No Penalty shall be deducted from monthly bill when 100% and greater or equal to 80 % of specified quantity is completed as mentioned in scope of work.
- b) 2% shall be deducted from monthly running bill when less than 80% and greater or equal to 60 % of specified quantity is completed as mentioned in scope of work.
- c) 5% shall be deducted from monthly running bill when less than 60 % and greater or equal to 40 % of specified quantity is completed as mentioned in scope of work.
- d) 10% shall be deducted from monthly running bill when less than 40 % of specified quantity is completed as mentioned in scope of work.

Note:none availability of spillage of slurry at the site (monthly/yearly)will not draw any penalty however it should be certified by the EIC without fail.

**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 Engine

er-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. The quoted rate(s) should be inclusive of PF, Bonus, insurance etc. GST should be quoted separately in the price bid part.

Imposition of any new taxes / duties by the State Govt. or Central Govt. during the contract execution period will be paid by the contractor. Hence,no other taxes, duties and royalty, etc. would be paid extra.

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.

**IX:- Schedule of items:-**

Sl. No.	Description of item	Qty ( MT)		Rate(Rs)	Amount
		(A)	(B)	(Rs./MT)	(Rs.)
					(AXB)
1.	Descaling and disposal of hard scaling of leaching and neutralizing pachuca in jadugoda mill division for 1 year contract period	1130			
2.	Sub Total				
3.	GST@18%				
4.	Grand Total				

Grand total (In words):-

#### 4. Buyer Added Bid Specific SLA

Text Clause(s)

SPECIALCONDITIONSOFCONTRACT-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 a 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. Completion period of this contract is 12 (twelve) months from the date of service start.

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 be any interest.

The EMD/Bid Security will be forfeited and 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 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 Tenderer's 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 Tenderer 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 aff

ected 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 5 % (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 uptoRs.5,000/-:Demand Draft payable at SBI, Jaduguda/Hartopa.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.:DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).

(iii). For deposit beyond Rs. 1.00 Lakhs:Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

(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 1st / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 5 % ( 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 5 % (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 or 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 5 % (As per DoE OM 12.11.2020) of the Total Contract value after issue of work order by UCIL within 30 days and same shall be valid till period of 18 months from the date of commencement of the work. PBG shall be in UCIL format from schedule commercial Bankers. You will be given the option to convert SDBG into 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 Work Order. However, no payment will be made without execution of contract agreement. (In the case of the Gem contract, the contract agreement of GeM contract is sufficiently valid in digital form).

Within 30 days of issue of 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 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 5 % (As per DoE OM 12.11.2020) of the work order value. PBG will be returned 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 dependent 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

ractor, 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 contract or must provide reasonable assistance.

#### 25. DISPUTE RESOLUTION MECHANISM AND JURISDICTION

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

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

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

ARBITRATION: Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

26 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.

## 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-qualification criteria (PQC):

1. The bidder should have experience of having successfully completed similar works during last 7 years ending on 28.02.2025 as at (a) or (b) or (c) below:

i) One similar completed work costing not less than 80% of the estimated cost OR

ii) Two similar completed works costing not less than 50% of the estimated cost each OR

iii) Three similar completed works costing not less than 40% of the estimated cost each.

2. The bidder must have transport facility like Tractor trolley on their name to be eligible for this contract.

Offer of bidders have to submit documentary evidence (i.e. Registration certificate) and who do not own any relevant transport facility, to be summarily rejected.

"Similar work"-Supplying of manpower with transport facility like tractor trolley etc. in any work Contract.

3. Financial Standing: The average annual financial turnover during the last three (03) years, ending 31st March

Of the previous financial year, i.e.2021-2022, 2022-2023&2023-2024 should be at least 30% of the estimated cost.

4. Documentary evidence in the form of works order copies along with completion certificate specifying the

work and amount of contract should be uploaded. Bidders have to upload documentary proof of PAN, GST registration no. and EPF A/C. No. and ITR/ Annual report containing balance sheet and statement of profit & loss account and registration certificate of the relevant transport facility. GSTIN.No., PAN No., EPF.No. will be summarily rejected, except where exemption is provided in the tender.

5. QUALIFICATION: The eligibility is to be decided strictly based on documents submitted at the time of receipt 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. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of

Historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. (Example: if the Permanent Account Number, GSTIN number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder

6. Geographic Presence:

Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of district of East Singhbhum / SeraikelaKharsawan of state of Jharkhand where the services need to be provided. Documentary evidence must be provided in the form of trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

i. Trade License issued by the local authority in the name of the Firm or

ii. Landline phone number in the name of the Firm or

iii. Electricity bill for last one year in the name of the Firm or

iv. GSTIN registration or

v. Udyam/MSME/Udyog Aadhaar Certificate.

7. ESI registration, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.

8. EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.

9. Any bid not complying PQC requirements shall be summarily rejected.

## **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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

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

**---Thank You/धन्यवाद---**