



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5187723
Dated/दिनांक : 28-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-09-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-09-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
Item Category/मद केटेगरी	Repair and Overhauling Service - COMPLETE REPAIR AND REPLACEMENT OF WEARIED PARTS OF ONE NO CUMMINS ENGINE Model N743C of D80A12 MODEL DOZER OF BEML MAKE FOR UCIL JADUGUDA UNIT; CUMMINS ENGINE Model N743C of D80A12 MODEL DOZER; Yes; Service Provider ..
Contract Period/अनुबंध अवधि	5 Month(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),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण**Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है**

Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक

State Bank of India

EMD Amount/ईएमडी राशि

20000

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).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित 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 Account Section

URANIUM CORPORATION OF INDIA LIMITED, PO JADUGUDA MINES EAST SINGHBHUM JHARKHAND 832 102.

(Chief Manager Account Works)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the

Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price Breakup to uploaded in GeM in pdf format after filled up this excel and taking print IN PDF - [1721487148.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Payment Terms:[1721487177.pdf](#)

Product Details:[1721487201.pdf](#)

Scope of Work:[1721487212.pdf](#)

Terms and Conditions pertaining to the Bid/Contract:[1721487218.pdf](#)

Financial Break up Format:[1721487227.pdf](#)

Repair And Overhauling Service - COMPLETE REPAIR AND REPLACEMENT OF WEARIED PARTS OF ONE NO CUMMINS ENGINE Model N743C Of D80A12 MODEL DOZER OF BEML MAKE FOR UCIL JADUGUDA UNIT; CUMMINS ENGINE Model N743C Of D80A12 MODEL DOZER; Yes; Service Provider .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Product Category	COMPLETE REPAIR AND REPLACEMENT OF WEARIED PARTS OF ONE NO CUMMINS ENGINE Model N743C of D80A12 MODEL DOZER OF BEML MAKE FOR UCIL JADUGUDA UNIT
Product Brand	CUMMINS ENGINE Model N743C of D80A12 MODEL DOZER
Spares Required	Yes
Place of Repair/Maintenance	Service Provider Premises
Addon(s)/एडऑन	

Specification	Values
Additional Details/अतिरिक्त विवरण	
Product Details	Complete repairing along with parts and labor for repairing of one number of Engine (CUMMINS Engine Model - N743C) with replacement of defective parts

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	Anjor Barla	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Name of Work: COMPLETE OVERHAUL OF ONE (01) NO. Cummins ENGINE (Model- N743C) of D80A12 MODEL DOZER OF BEML- MAKE FOR UCIL JADUGUDA UNIT.

Pre-qualification criteria (PQC):

Sole Bidder should fulfill either of the following eligibility requirements as detailed below. The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

Sole Bidder should be EITHER

A) OEM i.e. Manufacturer or Authorized Service center of Cummins make- N743C Engine.

OR

B) The bidder having overhaul facility for Cummins types engine, and the bidder shall have at least 1 no. of prior experience in performing CUMMINS -180 HP engine overhauls in last SEVEN (7) years from the last date of submission of bid as specified in the Tender or any extensions; GeM order copy only from client with invoice copy for evidence of execution or Other Govt order copy with execution for evidence is required. A bidder failure to meet this minimum prior experience requirement may cause their bid to be considered non-responsive and their bid may be rejected.

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

Text Clause(s)

Subject: COMPLETE REPAIR AND REPLACEMENT OF WEARIED PARTS OF ONE NO. CUMMINS ENGINE (Model- N743C) of D80A12 MODEL DOZER OF BEML- MAKE FOR UCIL JADUGUDA UNIT.

A. NATURE OF JOB:

In UCIL's Transport Section Jaduguda, there are 4 Nos. of Dozers (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 complete repairing of one no. Cummins Engine (Model N743C) of D80A12 model Dozer of BEML Make, which is breakdown due to some engine problem.

Details of Job for repairing (Engine) form Workshop, which have experience of complete repairing of Make:
- Cummins. Model: - N743C. H.P:- 180 / 1850 RPM.

B. QUANTUM OF JOB:

Complete repairing along with parts and labor for repairing of one number of Engine (CUMMINS Engine Model - N743C) with replacement of defective parts.

C. LOCATION OF WORK:

The location(s) at the work is to be performed, completed and managed at service provider's workshop which has the repair and replacement of parts facility. UCIL will not provide workspace for the vendor. Failure to comply with these requirements may cause UCIL to reject the proposal as non-responsive, or cancel the contract.

D. VENDOR'S GENERAL SCOPE OF WORK:

Repairing of CUMMINS Engine Model - N743C, including following activities but not limited to the extent of repairing. UCIL has already removed the engine from equipment and ready to dispatch.

1. Prior Inspection before Submission of offer: Firm desiring to inspect the failed engine before submission of their offer may depute their authorized representatives at Transport Section (Auto Section) UCIL, Jaduguda at their own cost on any working day between 7.00 AM to 5.00 PM.

2. Vendor shall arrange to transport the material (Engine to be repair and replacement of parts) to their site or Cummins's authorized service workshop. Vendor shall also provide and carry all necessary crating & packaging material needed to transport the engine securely. Freight, loading & unloading cost and packaging & other incidental cost from FOR Destination- UCIL Jaduguda, to transport engine to the vendor or workshop of service provider and return of the engine following repair and replacement of parts shall be included in the bid price.

3. Vendor shall arrange for unloading (Engine to be repair and replacement of parts) & loading of engine at their works or Cummins authorized workshop.

4. The vendor shall be required to provide repair and replacement of parts labor, test cell fees, and mandatory replacement materials. Arrangement & supply of the spare parts shall be in Vendor's scope.

5. Vendor shall dismantle the complete Engine along with turbocharger at their Works.

6. Cleaning of all the parts to understand the gravity of job.

7. Vendor to inspect, estimate and give inspection call along with details of observations / deviations to W.O. etc. Vendor shall report repair and replacement of parts schedule and completion date to UCIL.

8. All parts assessed for replacement for repairing of the Engine Assembly should be of Cummins/ OEM make only subjected to availability of parts with Cummins with relevant Part Nos. as per respective Parts Books, and a certificate to that effect is to be submitted with the offer.

9. Vendor to give call for Joint Inspection to UCIL, which shall be carried out as follows: -

a. UCIL representative and vendor's representative will carry out joint inspection and prepare minutes of meeting (MOM) for the damaged / worn-out/ removed spares parts which need replacement and repairing during repairing of Engine. After initial Inspection (1st inspection), the successful vendor shall provide an Inspection Report to the UCIL with list of the items to be replaced and their corresponding value based on final quoted price rates with price bid within a week time after carrying out the joint inspection.

b. When the UCIL is satisfied with the proposal based on final quoted price rates with price bid, and upon approval, and issuance of a work order the Vendor will be given authorization to proceed. Vendor shall not begin work until a work order has been received and UCIL has issued a Notice to Proceed for work order.

The amount specified on proposal constitutes the total compensation payable as per their final quoted price rates with price bid to the vendor performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the vendor shall be at their expense without change in the quoted final price rates of specified works with price bid.

c. After getting clearance from UCIL Engineer, Vendor shall start work on the given Engine and shall assemble the Engine with new spares approved by UCIL representative. While assembly, vendor should replace all hoses, fittings / fasteners etc. Machining of the Engine part is to be carried out by the vendor, if required.

Any additional discrepancies discovered during the repair and replacement of parts process shall be presented in writing to UCIL for approval prior to commencing any work above and beyond initial Inspection Report. UCIL or their representative will review the vendor's proposal and, if approved, will request an amendment to the work order. (This includes the supply and installation of any additional replacement parts not included in the Mandatory Parts list for complete engine repairing or inspected parts for replacement in prior inspection before bid submission).

d. Engine repairing report, Hydro test certificate of used cylinder heads, calibration report of used injectors & Fuel Injection Pump and various clearances maintained are to be provided along with the Engine Test certificate. All the testing parameters must be recorded in log sheet. 2nd Inspection (Vendor should inform UCIL regarding inspection well in advance to facilitate for approval & journey).

10. Hydro-testing of Cylinder heads and Cylinder block is to be done for checking of leakages, if any.

11. Vendor should return all the removed/replaced old parts along with repaired Engine.

12. Vendor should note & retain proper identification of Engine (Sr. No. / Number plate), Turbocharger & Fuel injection pump as per part No. & Sr. No. etc.

13. To arrange Lubricants and fuel for trail run/ test run of engine.

14. Testing: Repair and replacement of parts of Engine Assembly should be tested as per standard specification and Test Certificate is to be furnished along with the repaired engine assembly at the time of delivery.

15. To apply two coats of paint first coat primer followed by standard color paint, the total DFT shall be 100 microns, before packing & dispatch of the engine.

16. Transportation and loading, unloading of repair and replacement of parts engine from the workshop of service provider to UCIL Jaduguda shall be in Vendor's scope.

E. UCIL'S SCOPE:

UCIL will carry out the inspection of the engine before & after repairing. UCIL reserves the option to send UCIL's representative to successful contractor's maintenance facility after award of contract and during the repair and replacement of parts of engine to inspect the facility and engine prior to assembly of the engine. All costs for this UCIL's representative shall be borne by the Corporation.

F. WARRANTY/ PERFORMANCE GUARANTEE:

The firm will stand Guarantee for 06 (Six) Months or 1800 Working Hours from the date of commissioning or 9 (Nine) Months from the date of receipt for the portion of work carried out by the firm for any bad workmanship and/ or use of faulty materials, whichever is earlier. In case of any failure on account of Repair within Warranty/ Guarantee period, the above repair and replacement of parts of CUMMINS Engine Model – N74 3C in BEML Dozer, model D80A12 should be redelivered after repairing within Two Months from the date of failure and Warranty to be calculated on Pro-rata basis with the risk and cost of the Repair.

The repair and replacement of parts engine shall be warranted to be free from any defects in workmanship & material. For any defects, problems occur during warranty period vendor shall rectify it, at no extra cost.

G. MODE OF QUOTATION:

Vendor should quote as per format given in BOQ.

H. CONTRACT TYPE:

This contract is a UNIT PRICE contract. Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system).

I. PAYMENT TERMS:

No payment will be made until the contract is approved by the UCIL. Under no conditions will UCIL be liable for the payment of any interest charges associated with the cost of the contract. UCIL is not responsible for and will not pay local, state, or any other taxes. All costs associated with the contract shall be stated in price bid.

90% payment will be made on completion of complete repairing after inspection by consignee and receipt of the repaired engine at UCIL Jaduguda.

Balance 10% will be made after erection, satisfactory testing, trail run & commissioning of repaired engine.

J. RIGHT TO INSPECT PLACE OF BUSINESS:

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

K. F.O.R. DESTINATION:

All goods purchased through this contract will be F.O.R. - destination at UCIL Jaduguda. The Vendor will be required to prepare the engine for transporting and to return to the F.O.R. - destination location specified.

Unless specifically stated otherwise, all prices offered must include the delivery costs to F.O.R- destination.

L. INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES:

The successful vendor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the UCIL's representative. UCIL may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. UCIL may instruct the vendor to make corrections or modifications if needed in order to accomplish the contract's intent (subjected to approval). The vendor will not unreasonably withhold such changes.

Substantial failure of the successful vendor to perform the contract may cause, UCIL to terminate the contract. In this event, UCIL may require the vendor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

M. CONTRACT CHANGES - UNANTICIPATED AMENDMENTS:

During the course of this contract, the vendor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, UCIL will provide the contractor a written description of the additional work and request the vendor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to UCIL for the approval.

The vendor will not commence additional work until the Engineer- In charge has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the UCIL.

N. VALIDITY OF WORK ORDER: 05 (five) months.

O. TENTATIVE PERIOD FOR REPAIRING OF BEML ENGINE & SCHEDULE OF COMPLETION OF CONTRACT:

Sending Dozer's engine from UCIL Jaduguda to authorized service workshop: within 01 months. Vendor shall complete the job within 60 days for each engine (excluding the period for inspection, clearance & test certification) from the date of arrival of Cummins Engine Model - N743C at authorized service center/ Workshop of Cummins.

However, this is tentative period and validity of this Work Order will be for 05 (five) months from issue date of work order.

P. TRANSIT INSURANCE: UCIL will not pay separately for transit insurance for to & fro transportation of subjected material and the supplier will be responsible till the entire subjected material in good condition at destination.

Q. RISKS TO BE COVERED:

Any loss or damage to the UCIL's Cummins engine assy. N743C due to fire, theft, riot, burglary , strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on UCIL's Cummins engine assy. N743C-1 no. in this contract, Cummins engine assy. N743C-1no given by the UCIL to the contractor for repairing & replacement of damaged parts purpose. So, UCIL's Cummins engine assy. N743C-1 no. shall be safeguarded by insurance policy (ies) to be provided by the contractor at his own cost.

Important: A separate BG (Bank Guarantee) should be furnished by the awarded firm if the 'Diesel Engine' is taken to their premises for overhauling. The bank guarantee bond shall be for Rupees Twenty Lakh per Cummins Diesel Engine. This security is separate from the "Security Deposit" stipulated in the Conditions of Contract. This BG will be returned after the UCIL Repaired engine/ in intact is handed over to UCIL, Jaduguda by the firm.

UCIL's Cummins engine assy. N743C-1no. will be handed over to the contractor only after receipt of the original BG (Bank Guarantee) for Rupees Twenty Lakh only from the contractor. The contractor shall arrange collection of the UCIL's Cummins engine assy. N743C-1 no from the UCIL's premises and safe transportation of the same to his premises at his risk and cost.

4. Buyer Added Bid Specific SLA

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Scope of work:

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for 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 (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 05 (five) 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 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, Running Account bills by way of percentage deductions. Such percentage deduction 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 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 being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourte

en 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 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)

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 3

0 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s).

90% payment will be made on completion of complete repairing after inspection by consignee and receipt of the repaired engine at UCIL Jaduguda.

Balance 10% will be made after erection, satisfactory testing, trail run & commissioning of repaired engine.

The above mentioned payment including GST will be paid completely OR on pro-rata basis in case of continuous supply of services (as per monthly RA Bills) OR 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 General conditions of contract & scope of work & other terms and condition of contract under this tender document.

5. Forms of EMD and PBG

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

“URANIUM CORPORATION OF INDIA LIMITED”

payable at

“JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”

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

6. Forms of EMD and PBG

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

“URANIUM CORPORATION OF INDIA LIMITED”

payable at

“JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]”

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

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---