

Bid Document

Bid Details	
Bid End Date/Time	15-07-2022 19:00:00
Bid Opening Date/Time	15-07-2022 19:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Uranium Corporation Of India Limited
Office Name	Jaduguda
Item Category	Custom Bid for Services - Re rubber lining of Ion Exchange Columns MSRL Tanks in Chemical house area at Jaduguda Mill
Contract Period	1 Year(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	2363304
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	23633

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:

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

Splitting

Bid splitting not applied.

MSE Purchase Preference

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

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

Additional Qualification/Data Required

Scope of Work:[1656074885.pdf](#)

Service Level Agreement (SLA):[1656074929.pdf](#)

Payment Terms:[1656074933.pdf](#)

Penalties:[1656074937.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1656074946.pdf](#)

GEM Availability Report (GAR):[1656073269.pdf](#)

Custom Bid For Services - Re Rubber Lining Of Ion Exchange Columns MSRL Tanks In

Chemical House Area At Jaduguda Mill (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Re rubber lining of Ion Exchange Columns MSRL Tanks in Chemical house area at Jaduguda Mill
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

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

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-qualification criteria (PQC):

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

A) Technical requirement:

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

Three similar completed works costing not less than Rs. 9,45,321.00 each including TAX OR

Two similar completed works costing not less than Rs. 11,81,652.00 each including TAX OR

One similar completed works costing not less than Rs. 18,90,643.00 including TAX.

Similar work means -Rubber lining work of Vessel/ Tanks OR Fabrication/ dismantling / erection of Vessel/ Tanks of in any industry of minimum value(s) as indicated above.

B) Financial requirement:

Pre-qualification criteria (PQC) for financial requirement: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

Bidder must have achieved an average minimum financial turnover of Rs. 7,08,991.00 or more during last three financial years (i.e.FY 2018-19, FY 2019-20, FY 2020-21).

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

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

2. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3. **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.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Uranium Corporation of India Ltd Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102.

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

5. **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.

6. Forms of EMD and PBG

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

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

Text Clause(s)

Scope of Supply/ Work & Technical Specification

The contractor shall be responsible for providing all material, equipment & services, which are required to fulfill the intent of ensuring operability, maintainability, reliability and complete safety of the complete work covered under this specification, irrespective of whether it has been specifically listed herein or not. Omission of specific reference to any component/ accessory necessary for proper performance of the equipment & parts shall not relieve them of the responsibility of providing such facilities to complete the work within quoted price.

The extent of supply under the contract includes all items shown in the drawings, notwithstanding the fact that such items may have been omitted from the specification or schedules. Similarly, the extent of supply also includes all items mentioned in the specification and /or schedules, notwithstanding the fact that such items may have been omitted in the drawing.

Items though not specifically mentioned but needed to make the system complete as stipulated under these specifications are also to be furnished unless otherwise specifically excluded.

The general terms and conditions, instructions to tenderer and other attachment referred to elsewhere are hereby made part of the tender specifications. The equipment/ material and works covered by this specification are subject to compliance to all the attachments referred in the specification. The tenderer shall be responsible for adherence to all requirements stipulated herein.

All work must be carried out in accordance with the requirement of safety guidelines of ATOMIC ENERGY REGULATORY BOARD or equivalent Indian standard and all most HSE regulations applicable. Prior to commencement of any works the contractor will need to supply a site specific method statement for the works and will be required to meet the Engineer In-charge on site.

Scaffolding- scaffolding, platforms etc shall be provided by the contractor wherever the work is to be done at a height as per safety requirement. Wherever the work is to be done at height as per safety requirement, the contractor shall also erect metallic planks along with scaffolding. The scaffolding material shall be arranged by contractor at his own cost. Scaffolding shall be of TUBULAR PIPES 40NB MS only (IS-1161- 1963, provision BIS no. 3.1 of 4014-I) with suitable and safe clamping arrangement.

On event of placement of order the successful bidder will have to submit programme for completion of the work and get it approved from Engineer-in-charge within 15 days of the placement of LOI / purchase order.

The MSRL TANKS & COLUMNS shall be guaranteed for satisfactory performance for one year from the date of taking over. Any defect generated or noticed during one year from the date of handing over will have to be rectified by the bidder with no extra cost within 30 days of the information. In case of not rectifying the defect within the stipulated time purchaser will get the defect rectified at risk and cost of the supplier with no further correspondence.

Scope of Supply: Supply of materials for rubber lining like raw rubber with less than 11% ash content, solvent & compound for rubber lining etc. Supply of all consumables of like grinding wheel, wire brush,

shots for surface preparation by shot blasting of approved make by UCIL.

Unloading of the material with own arrangement at a site shown by the corporation.

Scope of work

B. Dismantling Work:

The detailed scope of work comprises with removing of its old rubber lining at site as per instruction of Engineer-in-Charge.

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

Removal of dismantled materials: All dismantled material shall be removed from operation premises as scrap and disposal of same in UCIL's scrap yard as directed.

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

- i. Contractor shall start the work only after issue of work permit which shall be issued by Engineer-in-charge on daily basis. All the works shall be carried out only after obtaining necessary hot and for cold work permit as per UCIL procedures.
- ii. Dismantling shall be done in a systematic manner. All elements shall be carefully removed without causing any damage.
- iii. Dismantled elements/components shall not be dropped from a height or thrown from a distance so as to avoid damaging the same.
- iv. Dismantling of elements (fixed by screws/bolts/hooks etc.) shall be done by taking out the fixtures with proper tools only. Such fixtures may be cut by sawing or flame cuttings, in the event of their being stuck-up due to rusting etc.
- v. All tools, tackles and equipments used for dismantling works shall be in good condition and shall have due certification by competent authority, and have valid date for the use.
- vi. Where it becomes necessary to disconnect any existing service line(s) (such as electrical, piping etc.) during dismantling operation and where so required by Owner, suitable alternate arrangement shall be made by the Contractor to maintain the continuity and proper functioning of the affected service line(s).
- vii. Any blinding if required for positive isolation shall be in the scope of contractor.
- viii. Only steel scaffolding is allowed for carrying out the work.
- ix. All rules, regulations, statutory laws, labour laws, safety and security practices as may be prevailing or as may be required at the time of execution of the contract has to be strictly adhered to. Contractor shall comply with all laws/statutory requirements including EFPS, EPFS & ESIC etc, in respect of the persons employed.
- x. The Contractor shall keep UCIL indemnified against all liabilities and responsibilities.

C. Rubber Lining:

Rubber lining of fabricated tanks as per IS-4682 followed by sort blasting of surfaces confirming to standard including supply of required rubber and rubber lining material.

Surface preparation of the tanks inside surfaces with shot blasting to the satisfaction of the Engineer-in-charge to get a good rubber lining.

Surface Preparation - Inside surface to be thoroughly cleaned and then shot blasted in order to remove all rust and scale to facilitate rubber lining as per IS-4682, Part-I. Perfect surface preparation is to be carried out in order to expose metallic surface to SA 2 ½. Surface preparation shall be done by grit-blasting method (SA 2 1/2). All sort blasted areas will be checked for proper surface profile using surface profile comparator as per Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel-

ASTM- D4417-3. All foreign matter will be removed by buffing, burning or washing with solvent and will conform to IS-4682 part-I specification. The surface is also inspected for pit, crevices and pin holes if any are found, repair by patch work. After blasting is complete, priming will begins a maximum of four hours after. Solution (solvent + rubber → rubber adhesive sealant) will be applied in a consistent manner to give a smooth, uniform coverage. Surfaces after applying solution will not be exposed to sunlight and/or weather. Applying solution to blasted surfaces on three steps- (a) Metal primer (b) intermediate solution

(c) tack solution. Solution will be allowed enough drying time to form a dry or tacky film. All solution applied parts or areas will be kept free from all contamination during the drying period.

Rubber lining of all tanks by hot process to achieve uniform polymerization and required hardness by use of steam at controlled rate. Rubber sheets of 3 mm and 6mm thickness shall be put in layers as detailed in Technical specification of rubber lining.

Arrangement of blower and shot blasting facility for surface preparation.

Arrangement of boiler, coal or electricity for steam generation for hot vulcanization of the rubber lining.

Removal of all scraps separately to designated area within 5 km range as directed by the Engineer-in-charge.

Technical Specification of Rubber lining:-

Rubber lining all over inside as per IS- 4682, PART -I, Thickness of lining all over 6mm thk.

The rubber lining is cut to the desired size and shape on a clean table. Once desired size and shape is achieved, one side of the rubber lining is coated with tack solution and applied to the blasted and solution applied surfaces. After rubber lining material is applied, it is rolled down using steady and firm overlapping strokes with a roller of 65mm maximum width. Care is taken not to stretch or apply tension to the rubber lining. The rolling action starts in the centre of the rubber lining material and is worked towards the edges. This essential to remove any air out from behind the lining and ensure a proper bond is achieved. Rubber lining will be seamed together using lap joints.

Properties of Soft Natural Rubber

- a) Hardness = shore "A" $40 \pm 5^\circ$.
- b) Tensile strength = 180 Kgf/cm².
- c) Percentage Elongation = 500 minimum.
- d) Ash Content = 11 %.(maximum).
- e) Minimum value of adhesion = 3.6 Kgf/cm
- f) Method of Vulcanizing - AUTOCLAVE VULCANIZING.
- g) TOLERANCE: RUBBER LINING THICKNESS = $\pm 10\%$.

Properties of Hard Rubber

- a) Hardness = shore "D" $65 \pm 5^\circ$.
- b) Tensile strength = 180 Kgf/cm².
- c) Percentage Elongation = 500 minimum.
- d) Ash Content = 11 %.(maximum).
- e) Minimum value of adhesion = 3.6 Kgf/cm
- f) Method of Vulcanizing - AUTOCLAVE VULCANIZING.
- g) TOLERANCE: RUBBER LINING THICKNESS = $\pm 10\%$.

Contractor has to provide test certificate of all physical properties mentioned above.

Arranging for all testing instruments and tools for check of rubber lining quality and thickness of material.

Inspection/Testing:

1. Visual & dimensional checking, D.P. test on weld (100%).
2. Surface preparation- as per Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel-ASTM- D4417-3.
3. Raw material - rubber with test certificate from approved laboratories & UCIL's CR&D results.
4. Duro-meter check for hardness test.
5. High voltage spark test for locating any possible pin-holes leaks on rubber lining as per IS-4682 Part-I.
6. The particulars of the proposed tests and the procedure for the tests shall be submitted to the Engineer-In charge for approval before conducting the tests. The successful bidder shall submit QAP (quality assurance plan). All necessary items as required for inspection and testing of the tank including instruments shall be arranged by the bidder.

Material Test Certificate: -

Material test certificate of the govt. Approved house for the rubber lining material & manufacture's test certificate for the steel material are to be submitted before applying the materials. If test certificate for the material is not available from main producer, the following tests shall be carried out at the discretion of UCIL: a. chemical composition, b. mechanical properties, c. weld-ability test.

RETURN OF UNUSED MATERIAL

- a) All unused/scrap materials shall be the property of the UCIL and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to UCIL's Store(s)/ at the allocated area within plant premises.
- b) No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
- c) In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at 125% of item rates from the Contractor's bills or from any other dues of the Contractor to the UCIL. Contractor shall make his own arrangements for weighing the off cuts to be returned to UCIL's stores.
- d) The wastage generated by the Contractor in excess of the allowable percentage shall also be charged at the penal rates (125% of item rate).
- e) Wastage /scrap allowance permitted will be 5.0 %(five percentage). Wastage more than this will be deducted from the contractors bill based on 125% of item rate at the time of billing.
- f) Rubber lining scrap will be the property of the corporation.

Utility supply by UCIL:

1. UCIL will provide 3 phase/single phase power at one point. The Tenderer has to make his own arrangement to use the same at work site by extending cables etc. as per requirement.
2. Only 8 MT capacity Hydra will be provided depending upon availability.
3. Service water and service compressed air 2.0kg/cm² shall be provided to the Tenderer on free of cost at one point. The Tenderer has to make his own arrangement to use the same at work site by extending pipelines, etc. as per requirement.

8. Buyer Added Bid Specific SLA

Text Clause(s)

SPECIAL CONDITIONS OF CONTRACT- SCOC

1. Scope of work:

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

2. **Completion period of contract:** - Period of contract will be applicable as mentioned in the N.I.T. / Enquiry Letter, special conditions of contract, scope of work, etc. of contract document (Date of commencement will be reckoned from the date of letter of award of work order/ L.O.I.). **Completion period of this contract is 12 (Twelve) months from the Date of issue of letter of Award of work/ L.O.I.**

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

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

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

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

4. **Earnest Money Deposit (EMD) / Bid Security:** - Earnest Money or Security Money shall be deposited by way of **demand draft (DD)/ RTGS** drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227].

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 resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
- (v). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- (vi). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorised extensions.
- (vii). The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
- (viii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

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

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

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

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

5. **Validity of Tender:** -

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

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

6. **Deviation:** -

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the heading

'Deviation'. The Corporation reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.

7. **Award of Contract:-**

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

8. **Privilege Clause:-**

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

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

Total amount of Security deposit shall be limited to **3 % (As per DoE OM 12.11.2020)** of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

(i). 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 @ **3 % (As per DoE OM 12.11.2020)** of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact 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) or other modelas per GeM Bid condition for 3 % (As per DoE OM 12.11.2020) of the work order value**

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

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

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

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

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

11. PERFORMANCE BANK GUARANTEE (PBG)

You shall submit PBG for an amount of **3 % (As per DoE OM 12.11.2020)** of the Total Contract value after the successful job completion & its acceptance by UCIL. PBG shall be in UCIL format from schedule commercial Bankers. You will be given the option to convert SD BG in to PBG. If SD is exempted and or PBG is submitted separately then SD will be released after satisfactory completion of work and acceptance by UCIL.

12. Contract Agreement:-

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

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

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

13. Payment Terms:

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

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

14. Tax & Duties: -The Contractor shall

(a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties & cess, charges, taxes payable in connection with the carrying out of Work under Contract; and

(b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

15. INCOME TAX & STATUTORY LEVIES:

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

16. **Insurance:-**

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

17. **Defects Liability Period: -**

The defect liability period / guarantee period for this job shall be from the certified date of handing over of job **if applicable**. The contractor shall rectify the defects, if any, detected / reported during the guarantee period under this tender from the certified date of completion of work. The contractor shall be responsible to make good and remedy at his own expense within such period, as may be stipulated by the Engineer-In charge before the expiry of the guarantee period.

18. **Indemnity: -**

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

19. **Penalty (Liquidated Damage): -**

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier/ contractors for delays in execution of purchase order/ contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties). LD is liable to GST at applicable rate.
- (b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

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

LD	Not Applicable
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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.

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22. Termination for Insolvency:

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

23. RIGHT TO INSPECT PLACE OF BUSINESS

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

24. NOTE: -

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---