

Bid Number: GEM/2022/B/2290364

Dated: 08-07-2022

# **Bid Document**

Bid Details				
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Bid End Date/Time	28-07-2022 20:00:00			
Bid Opening Date/Time	28-07-2022 20:30:00			
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 - Replacement of worn out Structure Chutes pipelines platforms and Miscellaneous Mechanical Job in Section A of 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 *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	4809680			
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	48097	

# 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 Jaduguda

URANIUM CORPORATION OF INDIA LIMITED, PO Jaduguda Mines, East Singhbhum Jharkhand 832 102. (Chief Manager Works Account)

## **Splitting**

Bid splitting not applied.

#### **MSE Purchase Preference**

1		
	MSE Purchase Preference	Yes

- 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: 1657194737.pdf

Service Level Agreement (SLA):1657194746.pdf

**Payment Terms: 1657194752.pdf** 

GEM Availability Report (GAR):1656408255.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):1657201024.pdf

Custom Bid For Services - Replacement Of Worn Out Structure Chutes Pipelines Platforms And Miscellaneous Mechanical Job In Section A Of Jaduguda Mill (1)

#### **Technical Specifications**

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Replacement of worn out Structure Chutes pipelines platforms and Miscellaneous Mechanical Job in Section A of 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/Reporti ng 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:

- 1.The bidder should have experience of having successfully completed similar works during last 7 years ending on 31.03.2022 as at (a) or (b) or (c) below:
- a) One similar completed work costing not less than the amount of Rs.38.48 Lakh or
- b) Two similar completed works costing not less than the amount of Rs.24.05 Lakh each or
- c) Three similar completed works costing not less than the amount of Rs.19.23 Lakh each.

("Similar work means the bidder must have working experience in carrying out Job of MS, SS Pipe lines Fabrication and laying in hydrological plant, or Job of Chutes, hopper or Ducting fabrication & Erection or jobs of supply of Mechanical manpower(like Welder, Fitter, Rigger, etc.) services

2. The average annual financial turnover during the last three (03) years, ending 31st March of the previous financial year, i.e., 2019 - 2020 & 2020 - 2021, 2021 - 2022 should be at least Rs 14.42 Lakh.

Documentary evidence in the form of works order copies along with completion certificate specifying the work and amount of contract should be uploaded. Bidders have to upload documentary proof of PAN, GST registration no. turnover of last three financial year, EPF A/C. No. and ITR/Annual report etc.

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

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

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

#### 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 online 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 WORK

Miscellaneous / major jobs of any of the items as indicated below are included in Contractor's scope of work. A time schedule from job to job basis shall be given by UCIL and contractor has to agree for the same so as to maintain minimum shutdown time. These jobs shall have to be done by the Contractor with required resources like manpower, tools &tackles, supervision staff etc. within mutually agreed time period.

1. Structural steel jobs:- The job consists of fabrication, erection and dismantling of structural steel work. It consist of Welding of structural steel made from mild steel conforming to IS 2062, chequered plates , mild steel beam, angles & rounds built up sections etc.

Note: Painting of fabricated structural items, pipe lines shall be in the scope of contractor. Paints shall be supplied by the UCIL free of cost.

The quantities of steel material required for this job will provided by UCIL.

- Fabrication: Welding shall be in accordance with IS 816, IS 879, IS 1024, IS 1261, IS 1323 and IS 9595.
- •Erection: The contractor has to do erection of all fabricated structure, chequered plates , mild steel beam, angles & rounds built up sections etc. The contractor shall make his own arrangement for temporary supports, platforms and other facilities such as derricks etc for structure erection. UCIL shall make no payment for the same and for the cost of such materials.
- Fabrication , Erection of steel structures such as plate forms, supports Beams etc. including fixing of with bolts if so required to be done as per requirement/ Specifications and instructions from UCIL Engineer incharge.
- •These structures will be made from Structural members like ISMB/ISMC/ISA/MS PLT/Chequered/Rounds,etc.
- •The contractor scope shall include arranging of all tools, tackles, manpower, supervision, , machinery transportation etc. and all other relevant works as per specifications and instruction from UCIL Engineer Incharge.
- •Only steel scaffolding is allowed for carrying out the work.
- •All damaged/dismentalled scrap shall be accumulated and disposed at scrap yard location. All dismantled scrap shall be transported and stacked inside plant premises in scrap yard, as per the instructions from UCIL Engineer In-charge.
- 2. Fabrication, Erection & Dismentling of Hopper, Chute, Ducting, Scruber jobs:- The job consists of fabrication, erection and dismantling of Miscellenous Chute, Hopper, Ducting, Scrubber ect. The chuts/Hopper.Ducting, Scrubber should be fabricated as per site condition at all height (around 15-20 meter). It should be frabricated as per Specifications and instructions from UCIL Engineer in-charge.
- 3. Pipe line jobs The job consists of Fabrication, Erection/laying and Dismantling of various pipelines in Mill and disc filter house. Fabrication shall be done suit at site condition as per instruction of engineer in charge. MS Vacuum line shall be dismantled and new SS pipe line shall be installed as per instruction of engineer in Charge. All pipe line erected shall be leak proof. Contractor shall ensure that pipe line fabricated and erected has no leakage.mAll damaged pipe shall be All MS/SS pipe line, welding electrode shall be provided by UCIL.
- 4. Installation of MSRL Tank and its Accessories like Launder, Pipeing Etc It consist of installation of one MSRL tank (Size 4 meter X 4.5 meter height) at disc filter area. Tank shall be provided by UCIL. Launder and its accessories shall be fitted as per site condition as per instruction of engineer in Charge. Other MSRL tank shall be installed in Mill as per site condition.

## General Scope of Work

The contractor will have to maintain accountability of materials issued to them in a register which include specification of materials, date of issue, quantity, cost code, I.V. no and purpose. Contractor has to make own arrangement of issuing the material from store. Recording of job done during a day is to be done by the party and signature of Engineer – in -charge or his representative to be taken once in a week.

•Contractor has to take plant shut down, if required for the Erection of chutes . He has to do erection in Limited shut down time . The scope shall include arranging of all tools, tackles, manpower, supervision •Working height will vary from place to place and may be up to 25 meter from the ground level. In some cases replacement jobs may have to be synchronised with the working / operation of the plant so as not to hamper the production.

- •In some cases, if felt necessary by UCIL the contractor may be asked to work on Sundays / Holidays or round the clock. In such cases, no extra claim about item rates shall be entertained.
- •The replacement or fresh installation jobs also comprise of cleaning and painting of one coat of Red-Oxide Primer and two coats of finish paints, Aluminium painting in the bottom of chequered plates & removal of scrap generated to scrap yard.
- •The contractor will submit detail list of equipments to be brought by them for executing this job. They should bring in at least following items before commencing work: -
- i) Welding machine, 440 Volt 3 Nos
- ii) Welding Cables (30 mt each) 2 Nos
- iii) Welding Screen 4 Nos
- iv) Chain Pulley Block (2t to 5t cap) 3 Nos each
- v) Rope Pulley 2 Nos
- vi) Oxygen & DA/LPG regulator (two stage) with flash back arrestor 4 Sets
- vii) Gas cutting hose & gas cutting torch with flash back arrestor(30mt each) 3 Nos
- viii) Trolley for material handling 1 No
- ix) Safety belt (Full body harness) 6 Nos
- x) Safety goggles for all workers
- xi) Wire rope slings (10/12/16/20 mm) 4 Nos each
- xii) Nylon rope 200 meters
- xiii) PPE as required for all workers

Besides above items the contractor shall bring in other tools and tackles as per their requirement.

- 1. The contractor shall submit details of persons e.g. number of supervisors, welders, skilled workers, helpers etc., they will engage, within 7 (seven) days of receipt of work order. Minimum Average Number of personnel that Contractor will have to depute everyday is as under: -
- i) Semi skilled Mechanical worker 03 Nos.
- ii) Skilled Mechanical worker 03 Nos
- iii) Unskilled Worker 09 No. (Helper)
- 5. The contractor will have to give name, father's name, age, qualification detail address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph duly attested by a class-1 govt. officer 7 (seven) days before actual commencement of work so that permanent gate pass can be issued.

Oxy-acetylene gases [consisting of D.A. cylinders or Industrial LPG cylinder and Oxygen cylinders], as required for execution of Above Jobs shall be given by the contractor on permanent basis for cutting of Structure/Steel items, Ms Plate, sheets, pipe etc for execution of contract jobs on regular basis. Other Cutting/ welding accessories shall be provided by the contractor.

Welding electrode shall be provided by UCIL free of cost. Other Steel items, tanks Pipeline, barrel of disc filter etc. shall be provided by UCIL free of cost.

- 1. Free supply by UCIL:
- All structural steel items, MS /SS sheets, MS/GI/SS/HDPE pipes & pipe fittings, welding electrodes and hardware like fasteners, washers and gaskets etc. as well as Bitumen compound and paint etc.
- Power connection to Three points for welding machines within 100 meters radius of work-site. Power supply will be free.
- Water, lighting and compressed air as per availability.
- 2. Completion time: Completion time of the job is Twelve (12) months from the date of commencement...
- 3. Tools, tackles and machines: All the required tools, tackles, and other materials required to complete the above work are to be arranged by you at your own cost.
- 4. Transportation, handling and storage of materials and tools/machines etc: You will have to arrange for the transportation (including loading & unloading), handling and storage of all your tools, tackles, etc. at your own cost.
- 5. Rate: Please submit your rates for the aforesaid job in price part. The tenderer should mention their price/item rates in figures as well as in words. Price quoted shall be firm till completion of the work and no escalation on any account shall also be payable under this contract.
- 6. Taxes and Duties: the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by Municipal, State or Central Government

Authorities. Tax invoice shall be raised by the contractor on UCIL as per the GST norms. GST shall be paid at actual against tax invoice to be submitted by the contractor.

- 7. 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.
- 8. Payment Terms: Within 30 (thirty) days after submission of your clear bill in 4 (four) copies on completion of the work to the satisfaction of our Engineer in charge. Against this work order, payment may be allowed through maximum Three R.A. Bills and one Final Bill. Hundred percent (100%) payment including GST will be paid completely or on pro-rata basis in case of continuous supply of services (as per RA Bills) after completion of work/ supply as certified by the Corporation after checking and realizing all the admissible recoveries if any 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.
- . Payment shall be released within 30 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable, penalty liquidated damage, if any etc. While submitting RA bills for payment, the contractor shall furnish a undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactory at their cost and risk without any liability on UCIL under the Workmen's Compensation Act or any other Act (s) applicable.
- 9.Validity: The offer should remain valid for a minimum period of 'four months' from the date of opening of the final price part. The bidder shall not be allowed to amend his tender within this period and if he does so the offer may be rejected.
- 10. Insurance: The contractor shall insure and maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 'two copies' of the policy and the receipts of premiums paid or satisfactory evidence of insurance coverage valid for three months

contract period at a time for all the persons to be engaged at their cost to the Engineer-In-Charge, UCIL before the commencement of the work. The contractor will not be allowed to carry out any activity without necessary insurance coverage of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured/affected workmen or his family.

11. Indemnity: Contractor will fully indemnify the Corporation against all responsibility and liability whatsoever arising out of accident/injury to contractor's workmen, third party or to Corporation's personnel and properties.

- 12. Safety: Contractor will take full safety measures and arrange the necessary safety gadgets/appliances, tools and tackles, helmet, gumboot, safety belt, goggles, gloves, apron, ladders, bamboos, ropes, machineries, scaffolding etc. required for the work by their own so as to ensure that no damage, loss or injury to Corporation's personnel, contractor's personnel, third party or equipment are caused due to the work being carried out by contractor. UCIL shall not provide any safety appliances under any circumstances. The contractor shall be fully responsible for any first aid and emergency treatment or serious medical treatment to his employees. Contractor shall have to bring all their labourers for necessary training in Mill Training Center for two hours before actual commencement of the work. UCIL will provide medical facility on chargeable basis.
- 13. Earnest Money Deposit / Security Money Deposit: Earnest Money or Security Money shall be deposited by way of demand draft drawn in favour of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227] or in cash in Accounts Department, UCIL, if applicable. Tenders received without E.M.D. will be summarily rejected. Earnest Money Deposit shall be converted and adjusted into Security Deposit in the case of successful tenderer. E.M.D. and S.D. shall not bear any interest. 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.
- 14 .Security deposit (SD): Total amount of Security deposit shall be limited to 3 % (As per DoE OM 12.11.2020) of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.
- a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:
- (i). For deposit upto Rs. 5,000/-: Demand Draft payable at SBI, Jaduguda/ Hartopa.
- (ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by 10 / 15 Nationalized bank as mentioned in Para 9(a) (iii).
- (iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.
- (iv). In addition to the above, if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1 st / 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) 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.
- 15. 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 11 / 15 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.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.

## 8. Buyer Added Bid Specific SLA

Text Clause(s)

SI . No.	Description of Item		Quantity
1.0	Structural steel jobs:- The job consists of fabrication, erection and dismantling of structural steel work. It consist of Welding of structural steel made from mild steel conforming to IS 2062, pipe conforming to IS 1161/IS1239, chequered plates , mild steel beam, angles & rounds built up sections etc. This job consist of Fabrication, erection and dismanltling, of all MS steel structures. Transportation of steel items from stores and Disposal of scrap in scrapyard is also in the scope of contractor		
1.1	Fabrication	MT	60
1.2	Erection	MT	60
1.3	Dismantling of steel structure such as plate forms, supports, beam. Angles channels including pipelines at all the heights	MT	55

2.0	Selective replacement of worn out chequerred plates.		
2.1	Fabrication	МТ	12
2.2	Erection	MT	12
2.3	Dismantling	MT	12
3	Fabrication, Erection & Dismentling of Hopper, Chute, Ducting, Scruubert jobs:- The job consists of fabrication, erection and dismantling of Miscellenous Chute, Hopper ,Ducting, Scrubber ect. Transportation of all related items from stores and Disposal of related scrap in scrapyard is also in the scope of contractor		
31	Fabrication	МТ	52
3.2	Erection	МТ	52
3.3	Dismantling	МТ	52
4.0	Pipe line jobs- The job consists of Fabrication, Erection and Dismantling of various MS/SS pipe line works		
4.1	PIPE SIZE: 50 NB to 80 NB		
4.1.1	Fabrication	Meter	200
4.1.2	Erection	Meter	200
4.1.3	Dismantling	Meter	150
4.2	PIPE SIZE: 100 NB to 200 NB		
4.2.1	Fabrication	Meter	350
4.2.2	Erection	Meter	350
4.2.3	Dismantling	Meter	300
4.3	PIPE SIZE: 250 NB to 300 NB		
4.3.1	Fabrication	Meter	90
4.3.2	Erection	Meter	90

4.3.3	Dismantling	Meter	70
5	Installation of disc filters MSRL Tank and its Accessories like Launder,Pipeing Etc	MT	15
6	Installation and replacement of central barrel of Disc Filter		
6.1	Erection/Installation of central barrel of Disc Filter	MT	10
6.2	Dismantling of central barrel of Disc Filter	MT	10
7	Erection shifting and alignment of drive assembly of disc filter ,repulper vat, etc	MT	13
8	Dismentling of agitator gearbox,vat gearbox and drive assembly in disc filter	MT	13

NOTE - Oxy-acetylene gases [consisting of D.A. cylinders or Industrial LPG cylinder and Oxygen cylinders] shall be given by the contractor on permanent basis for cutting of Structure/Steel items for execution of above contract jobs on regular basis. Other Cutting/ welding accessories shall be provided by the contractor. Welding electrode shall be provided by UCIL free of cost. Other Steel items, tanks Pipeline, barrel of disc filter etc. shall be provided by UCIL free of cost

# **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 <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> 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---