

Bid Corrigendum

GEM/2025/B/5927970-C1

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

Buyer Added Bid Specific Additional Terms and Conditions

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

1. Pre Qualification Criteria

A. Experience Criteria:

The bidder should have experience of having successfully executed any one criterion of similar works ("a" or "b" or "c") during last 07 years ending with the last date previous to the month in which tender is floated as below:

- a) One Similar work order costing not less than **Rs.251.80 Lakh.**
- b) Two Similar work orders each costing not less than **Rs.157.38 Lakh.**
- c) Three Similar work orders each costing not less than **Rs.125.90 Lakh.**

"Similar work" means

"Supply of services of Mechanic/Fitter/Rigger/Welder/Machinist/Turner/other helpers for mechanical maintenance works (OR) Maintenance contracts of mechanical equipments (like conveyers/ crushers/ Grinding Mills/ Screens/ Thickeners/Gear boxes/ Agitators/ Horizontal Belt Filters/Pumps/ Heat Exchangers) (OR) Fabrication & Erection of Structural steel works (OR) Erection/ commissioning works of ore/material handling & processing consisting of conveyers/ crushers/ Grinding Mills/ Screens/ Thickeners/Gear boxes/ Agitators"

The bidder shall submit documentary evidence by way of copy/copies of work order/Contract Agreement specifying the work & the amount of order and Work done certificate/completion certificate with executed amount and date of completion from client in support of meeting above technical eligibility criteria.

In support of credentials for Supply of manpower, bidder shall submit the documentary evidence of schedule of rates or price schedule of previous order clearly establishing that work has been carried out based on manpower supply rate and work done certificate/completion certificate with executed amount and date of completion from client in support of meeting above technical eligibility criteria.

B. Financial Criteria:

The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending 31st March' 2024 shall not be less than **Rs.95.00 Lakhs**. Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31st March 2024 (Balance Sheet and Profit & Loss Account). Chartered Accountant signed/authorized Balance Sheet and Profit & Loss statements to be furnished by bidders for fulfilling financial eligibility and they should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate, in original, may be submitted to substantiate the

financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.

- 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 "nil" for the year for which no information has been furnished by the bidder.

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PQC additional documents:

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. Also if desired, UCIL may ask the bidders to submit the additional documents relevant to eligibility in the tender for ensuring the genuineness of the bidder. However, in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQC-criteria may be allowed subject to the condition that

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

This is a **Public tender, two parts.**

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. Tender should be submitted through Government E-Marketing (GeM) website only (<https://gem.gov.in/>) on or before **01/03/2025** up to 12.00 PM. Other mode of Tender document submission is not acceptable.
2.
 - i) Technical Part.
 - ii) Price Part shall be uploaded in Government E-Marketing (GeM) website . (<https://gem.gov.in/>)
 - iii) EMD & Tender fees shall be kept in a sealed envelope, which shall also be superscribed with N.I.T. No. Name of work, Name of Tenderer and date of opening of tender.
3. All the pages of tender document should be duly signed along with seal of tenderers and the same signed copy shall be uploaded in Government E-Marketing (GeM) website without which tenders are likely to be rejected.
4. Tenderers are requested to submit following:
 - a) Tender Fee of **Nil (Rupees Nil)**
 - b) Offers should be accompanied by an *Earnest money deposit* of **Rs. 3,14,760/- (Rupees three Lakh Fourteen Thousand Seven Hundred and Sixty Only)** failing which the offer shall be rejected. E.M.D shall be by way of a Demand Draft payable at State Bank of India Pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank. EMD shall not bear any interest. Bidder should attach the scanned copy of DD along with their offer (part I). Subsequently Demand draft shall be sent through Courier/ Speed post to Admin. Department in sealed envelope superscribing DEMAND DRAFT for EMD, Tender Ref.no. and due date before opening of part I, failing which offer will be

Rejected. This EMD amount will be held by the Corporation until placement of order/ contract, and will bear no interest. It will be forfeited in the event of break of contract.

Subsequently Demand draft shall be send through Courier/ Speed post to the office of GM (Ill)-TMPL in sealed envelope superscribing DEMAND DRAFT for Tender Fee & EMD, Tender Fee no. and due date before opening of part I, failing which offer will be Rejected. This Tender Fee & EMD amount will be held by the Corporation until placement of order/ contract, and will bear no interest. It will be forfeited in the event of break of contract

- c) ***The units registered under “Single Point Registration Scheme of NSIC”/ “MSME are eligible to get the only benefit of issue of Tender document (if any) & EMD at free of cost. Bidders registered as manufacturers in the specific category items, Service providers in the manpower services” are only eligible for the benefit of issue of Tender document (if any) & EMD at free of cost.***
- d) ***No Exemption has been given from submission of previous orders & financial criteria to any of MSME/NSIC bidders. All the bidders must submit the credentials to fulfill the mentioned Pre-Qualification criteria. Bidders who are failing in meeting the Pre-Qualification criteria will not be considered for next evaluation process.***
- e) ***Special Note: Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in black listing of respective vendor's /contractor for a period of 01 year for a period of minimum 01 year to maximum of 02 years.***
- f) ***Special Note: Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in***
 - a. ***Short closure of order /contract with a prior notice of 07 days***
 - b. ***Black listing of respective vendor's /contractor for a period of minimum 01 year to maximum of 02 years.***

Upon the not commencing the order/ not satisfactory execution of contract by the contractor, the decision on short closure / blacklisting is completely at the discretion of UCIL only.

ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER

1. Before submission of tender, the Tenderers are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
2. The Tenderer shall submit his tender strictly in accordance with the tender specification and terms & conditions laid down in the tender document. No tender will be accepted by Post / Courier.
3. By submitting a tender for the work in e-tender, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respect according to the specification and under working conditions.
4. The Tenderer should mention their Price/ Item rates in figures as well as in words. In case of any dispute / ambiguity, the price/ rates mentioned in words shall be considered as final. No insertions, postscripts, additions and alterations shall be recognised unless confirmed by the Tenderer's signature.
5. Tender bids (Technical as well as price) shall be submitted strictly in a manner asked giving full details / information necessary for assessing their offer
6. Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
7. Tender documents are not transferable.
8. ***The units registered under “Single Point Registration Scheme of NSIC”/ “MSME” are eligible to get the only benefit of issue of Tender document (if any) & EMD at free of cost Bidders registered as manufacturers in the specific category items/ / Service providers in***

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11. The eligibility will be decided strictly based on documents submitted at the time of recei of tenders. No additional documents be allowed to be submitted after receipt of tenders l t there is no bar to seek clarification or authentication of submitted documents. However n case of poor response, with a view to increase the competition, admission of additional ocuments to meet the PQ-Criteria may be allowed subject to the condition that

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- d. The opportunity of submission of additional documents be given to all th bidders**

Scope of work of Bidder:

The scope of work shall be hiring of services on contractual basis for various categories i manpower on supply basis. Various work and services to be rendered by the Contractor shall inc de but not being limited to the following:

- 1. Manpower in various categories like Mechanic/ Fitter, Welder cum Gas cutter, Rigger, Mill right tter, Rubber liner, Machinist, Argon Welder, Fabricator, EOT Crane Technician and Helpers et are required, who have hands on experience in running /routine /preventive /breakdown mainti ance of material handling plant / processing plant consists of Conveyor belts, Crushers, Screen Horizontal belt filers/Pre coat filters/conveyers, crushers, Thickeners, Gear boxes, Agitators, Slt y Pumps, compressor, boilers, pipe lines, valves and other rotating equipments. Mechanic / Fitt s should be capable for taking measurement by micro meter, vernier callipers etc. Manpower quired for 08 (Eight) working hours in any general shift or shift maintenance duty as per consult ion of Engineer-in-charge.**
- 2. Supplied manpower has to do the job anywhere and at any place under Tummalapalle Proce: Plant and Underground Mines if required on need basis as per the instruction of Engineer-in-ch ge.**
- 3. Contractor has to ensure the availability of required number of manpower of various categories n regular basis.**
- 4. The contractor will have to engage manpower of various categories for 08 (Eight) working hour n general shift and / or shift maintenance duty as per instruction of Engineer-in-charge.**
- 5. The contractor shall have to undertake the breakdown jobs as and when such requirements aris beyond 8 (eight) working hours. **The Extra payment for Overtime shall be made to the co tractor as per the Min. payment of wages act, Factories act 1948 & Atomic Energy Fa tories Rules 1996.** Depending up on the plant condition prevailing at that time the job will hav to be done continuously till its completion as per instruction of Engineer-in-charge.**
- 6. Coordination and supervision of jobs shall be in contractor's scope of work. Your supervisor sha maintain diary of each technician for their day to day output/work done and has to produce to l gineer-in-charge or his representative as and when asked for.**
- 7. Contractor site supervisor shall ensure thorough removal of all types of technological waste suc as steel & iron pieces, various foreign materials debris etc. generated in the process of mainte nce jobs by the supplied manpower to the assigned place.**

8. Liaisoning with SPF for issue of necessary gate passes to contract workmen shall under be in the scope of work. UCIL will only forward the documents for issue of gate pass after fulfilment of statutory requirement.
9. The Contractor shall maintain attendance records for manpower supplied as per the proforma mutually agreed with UCIL and get it certified with Engineer-in-charge on daily basis.
10. The contractor shall have to maintain all statutory register as required under the Contract Labour Regulation and Abolition Act, Payment of Wages act, Minimum Wages Act, Factory Act etc. the statutory return to be submitted to the personnel Department / Statutory bodies as required under the acts and Rules.
11. Statutory central minimum wages to all skilled/unskilled labour shall be paid by the contractor per the latest notification of the government/ local authority.
12. **EPF provision shall have to be made by the contractor as per rules. EPF remittance for the workers engaged shall be done on monthly basis. Records of wages, EPF, ESI policy etc to be produced along with Monthly RA bills**
13. The contractor shall abide by the legal provision with regard to health, welfare and safety of persons engaged by him as per factory act and rules. The contractor shall also be responsible for medical care of their personnel engaged. Ex-gratia / bonus leave salary, retrenchment benefits etc. under statutory levies shall be paid by the contractor to their personnel as per bonus act / other rules at his own cost. No extra payments shall be made by UCIL in this regard.
14. The contractor has to maintain details on
 - a) Records of medical examination of their employees before joining. (Examination will be conducted by the existing facility at TMPL-Medical Dispensary) if required as desired by the Engineer-in-Charge.
 - b) Records of contractor workers mentioning their category of employment, age, Father's name, Address, contact number, photographs, police verification details, ID proof etc. (i.e. FORM-A of labour compliances which is covering all the above mentioned information)
 - c) Records of issuing PPE's to contract workers,
15. Proper care should be taken to ensure safety and security of workers engaged in the job. In case of any accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, the contractor shall have to compensate them at their own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in his regard. The contractor shall make adequate ESI policy at their own cost so that the workmen employed by them are sufficiently covered against risk of any accident. If any of deputed workmen are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same

2.0 Tentative Manpower requirement

The contractor shall depute all Highly Skilled, Skilled & unskilled workers for satisfactory execution of maintenance jobs. Average manpower requirement per day is given as below:

A. Maintenance jobs.

The daily required man power should be deployed in General shift, 'A' , 'B' and 'C' shift as per planning of UCIL Engineers / Engineer-in -charge.

Sl. No	Category	Level of Skill Required	Approximate Deployment of resources Note***	Total no's of workers to be deployed in each category per day	No. Of days required	Total No. of man days required for this tender
1.	Mill Wright Fitter	Highly Skilled category Worker	01	07 no's	365	2555
	Argon Welder		01			
	Rubber Liner		01			
	Fabricator		02			
	Boiler cum Compressor Operator		01			
	EOT Crane Technician		01			

2.	Mechanic/Fitter	Skilled category Worker	21	40 no's	365	14600
	Welder cum Gas cutter		13			
	Rigger		05			
	Turner/Machinist		01			
3.	Kalasi / Fitter-Assistant	Semi-Skilled category Worker	05	05 no's	365	1825
4.	Helper	Un-skilled Worker	30	30 no's	365	10950
	Total		82 no's.	82 no's.		29,930 man days

- Required manpower in TMPL Process Plant area: 29,930 man days/365 days.

Note*** :- May vary based on the plant requirements, However the total figures in each category (i.e Highly skilled, Skilled, Semi-Skilled & unskilled) should not be crossed than the assigned.

Contractor shall provide minimum supervisory staff regularly to co-ordinate with the Engineer-in-charge, deployed contractual labor, other technical staff of UCIL & for the clerical works related to the tender / further work order and should be available in Tummalapalle plant as below. And No charges will be reimbursed to the party from UCIL end against to their supervisor/ representative deployment to site. Bidder has to include all these type of expenses in his scope at any over heads and has to quote accordingly during submission of tender prices.

- Duty timings of others, **General Shift** :(8.00AM-1.00PM, & 2.00PM-5.00PM)
A Shift :(6.00AM-02.00PM)
B Shift :(2.00PM-10.00PM)
C Shift :(10.00PM-06.00AM)

The contractor shall have to undertake the breakdown jobs as and when such requirements arise beyond 8 (eight) working hours. The Extra payment for Overtime shall be made to the contractor as per the **Min. payment of wages act, Factories act 1948 & Atomic Energy Factories Rules 1996. Depending up on the plant condition prevailing at that time the job will have to be done continuously till its completion as per instruction of Engineer-in-charge.**

3.0 Penalty on failure in Supplying / deploying manpower:

The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The contractor shall be responsible for providing timely and uninterrupted services. If the contractor is failed to supply the committed numbers of workers daily, their contract may be terminated forfeiting their Security Deposit & penalty will be imposed as desired by UCIL Engineer-In-Charge as follows. Please note that the penalty clause will not be considered on Sundays, public holidays and any other Plant shut down days attributable to the UCIL.

The contractor shall maintain per day average attendance of workman as per no. of resources mentioned in the bid document in every running month i.e the contractor shall maintain average attendance of 82 no's of workmen altogether (Includes only Skilled, Highly Skilled & Helpers in workmen cadre) per day in every running month.

Failure to maintain the minimum average attendance of the workman, imposition of penalty will be done as desired by UCIL. The penalty shall be imposed as follows:

- No Penalty shall be deducted from monthly bill when 100% and greater or equal to 100% of average attendance is maintained.**
- 2% shall be deducted from monthly running bill when less than 90% and greater or equal to 75% of average attendance is maintained.**
- 5% shall be deducted from monthly running bill when less than 75% and greater or equal to 60% of average attendance is maintained.**
- 10% shall be deducted from monthly running bill when less than 60% of average attendance is maintained.**

Ø Party must submit labour “**ESI-Insurance**” with minimum validity period equal to contract period before start of work.

Ø Party must have to take ESI insurance coverage mandatorily for all the labour deployed before/during the tenure of work.. The contractor must take “ESI-insurance” policy at his own cost to all deployed crew, so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order. If any of deputed workers are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same. The description of work order should clearly mention in the Insurance coverage submitting.

During execution of the Contract, if it is observed that contractor is not able to supply required number of manpower and plant operation is hampering, the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management may also terminate the work order.

Note: If contractor supply less man power with penalties continuously for about 15-20 days even after prior intimations/ reminders, then contract will be terminated without releasing of any retention amount.. The Engineer in-charge decision is final on imposing of penalty and termination of contract considering the prevailing conditions / Plant requirements and any effects of the plant. In no case, contractor should deploy more than committed number of labours in a single day. However, Contractor will report to the Engineer In charge, UCIL within 4-days on receipt of techno commercial work order & commencement of work order for further discussions/ modifications on the above work & Penalty schedules.

Proper care should be taken to ensure safety and security of workers engaged in the job. In case of an accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, you shall have to compensate them at your own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in this regard. You shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order.

4.0 MINIMUM QUALIFICATION & EXPERIENCE OF PERSONNEL:

Eligibility criteria of different categories of persons shall be as below. It may be relaxed in case of highly experienced/deserving candidates.

Sl.No	Category	Qualification & Experience	Nature of Experience
1.	Mechanic / Fitter (Skilled)	ITI/ Metric/ Non Metric in fitter trade (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Assembling of pumps, gearboxes, agitators, crushers & other rotating equipments and its alignment, Fabrication / erection of light & medium duty structural jobs & pipeline to suit at site without drawing as per instruction.
2.	Rigger (Skilled)	Metric / Non Metric/ Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Should be capable of fixing lifting devices at heights, Lifting/shifting of heavy machines/ structures to height. Preparation of scaffolding and approach structures.
3.	Welder cum gas cutter (Skilled)	Metric / ITI /Non Metric with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Should be capable of gas cutting & welding of MS/GI/CI/SS material at shop floor / at different heights / temporary platforms. (specialized in welding at all positions)
4	Kalasi / Fitter Assistant (Semi-Skilled)	ITI/ Metric/ Non Metric in fitter trade (0 years for ITI or 03 years for Metric pass or 05 years for Non Metric)	Assembling of pumps, gearboxes, agitators, crushers & other rotating equipments and its alignment, Fabrication / erection of light & medium duty structural jobs & pipeline to suit at site without drawing as per instruction.

5	Helper (unskilled)	Metric / Non Metric/Literate with good physique & 0- 3 years of experience	Shifting of heavy machines or structures and assist to Fitter/Welder/Rigger/ fabricator/ Rubber liner/ Argon welder
6	Turner/ Machinist (Skilled)	ITI / Metric/Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Should have hands on experience on the different operations of Lathe, drill machine, shaping machine, slotting machine, power hacksaw and accuracy on machining jobs. He should be capable for taking measurement by micro meter, vernier callipers etc.
7	Mill Wright Fitter (Highly Skilled)	ITI / Metric/Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Literate)	Should have hands on experience in the field of alignment using dial gauges with reverse alignment method for heavy equipments like Ball Mills/Rod mills/ Turbines and critical drives. He should also have experience on levelling, aligning and installing machinery on foundations or base plates and setting, leveling and aligning <u>electric motors</u> or other power sources such as Gear box/pump with the equipment, which millwrights typically connect with some type of <u>coupling</u> and also capable of making alignment protocols.
8	Argon Welder (Highly Skilled)	ITI / Metric/ Non Metric with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Should have hands on experience in welding of SS/Duplex & super duplex steels in addition to MS/Cast Iron/Cast Steel and enough experience in gas cutting & welding of TIG/MIG MS/GI/CI/SS material at shop floor / at different heights / temporary platforms.
9	Rubber Liner (Highly Skilled)	ITI / Metric/ Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Literate)	Should have hands on experience in the field of cold/hot rubber vulcanizing for pipes tanks, chutes, Launders etc...
10	Fabricator (Highly Skilled)	ITI / Metric/ Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Literate)	Should have experience in the field of fabrication of Structures especially like tanks, Supporting frames for Agitators/Gear boxes / Pumps etc, Pipe lining at critical locations etc...
11	Boiler Cum Compressor Operator (Highly Skilled)	Metric & First/ Second class Boiler Attendant Certificate of Competency and have minimum of 3 years of experience post to the certification.	Should have sufficient knowledge on the operations of Steam Boilers. Persons with previous experience (Preferably 03 yrs) in any Fire tube boilers or in any thermal power plants as a boiler operator will be given preference.

12	EOT crane Technician (Highly Skilled)	ITI (in electrical or Fitter)/ Metric/ Non Metric/ Literate with good physique (03 years for ITI or 05 years for Metric pass or 07 years for Non Metric)	Should have experience in the field of maintenance & repairs of EOT / hoists at all type of locations etc... Should have good knowledge and hands on experience in electric connections and other controls of EOT's & hoists.
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Note: The list of technicians shall be duly approved by a committee/ Engineering in charge of UCIL, Tummalapalle. Before start of the work the bidder shall submit certificates of the skilled manpower & highly skilled manpower for verification & record.

5.0 General instructions to Bidder:

- The Bidder/ contractor shall have to maintain all statutory register as required under the Contract Labour Regulation and Abolition Act, Payment of Wages act, Minimum Wages Act, Factory Act etc. the statutory return to be submitted to the personnel Department / Statutory bodies as required under the acts and Rules and to be submitted to office during submission of monthly bills.
- Statutory central minimum wages to all skilled/unskilled labour shall be paid by the contractor as per the latest notification of the government/ local authority.
- ***To all the deployed workers, the Contractor has to do the payment of monthly in. Wages along with statutory (EPF & Bonus) on or before 10th day of immediate successive month, failing which the company may take action against bidder, as per the tender terms and conditions.***
- *The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed but not be limited to the following prevailing acts:*
 - i. *Factory Act.*
 - ii. *ESI act/ Work compensation insurance.*
 - iii. *Contract Labours (Regulation & Abolition) Act as prevalent and the rules and regulations made therein from time to time and shall indemnify the hold harmless the UCIL / Purchaser against any claim arising out of compliance or any non-compliance and / to the third party*
- *Annual leave with wages: The contractor has to follow the Leave with wages clause as per factory act i.e @1 day for 20 actual working days on surface and for 15 days work on underground to each deployed labour.*
- *At present UCIL, Tummalapalle is facilitated with Biometric punching for entry & exit of all the contractors into industry. The same needs to be followed by the successful bidder as per existing practice.*
- *The contractor has to maintain records of contractor workers like their category of employment, age, Father's name, Address, contact number, photographs, police verification details, ID proof etc i.e FORM-A of labour compliances which is covering all the above mentioned information.*

Note: Proper care should be taken to ensure safety and security of workers engaged in the job. In case of any accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, the contractor shall have to compensate them at their own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in this regard. The contractor must make "ESI-insurance" policy at his own cost to all deployed crew, so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order. If any of deputed workers are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same.

SPECIAL CONDITIONS

- a. In some cases, if felt necessary by UCIL the contractor may be asked to supply more manpower on Sundays / Holidays or round the clock. In such cases, no extra claim about item rates shall be entertained. Only actual no of manpower supplied shall be recorded.
- b. Height pass should be taken during Working in height which will vary from place to place and may be up to 25 meters from the ground level.
- c. **Facilities to be provided to the Contractor by UCIL** as mentioned below:
 - i) Lubricants, gaskets, gland packing, bolts, nuts, electrodes, stationary and other required

- ii) Consumables, pipes & pipe fittings and all other spares shall be supplied by UCIL free of cost.
- Electric power supply (415 Volts) may also be provided if necessary.
- d. **Safety & security of UCIL materials:** Tenderer will be responsible for safe keeping of materials issued by UCIL on free of cost / chargeable basis and on completion of work or during the course of work all materials issued to the Tenderer should be accounted for.
- e. The corporation will not provide any accommodation for your staff / labourers deployed at site.
- f. *The corporation will generally not provide any food for your staff / labourers deployed at site the normal hours. However, in-case of any crew continuing the emergency maintenances at any extended hours the corporation may provide the food on need basis considering the demand of the plant after duly authorization of Engineer-In-Charges.*
- g. Commencement of work by the Contractor can be affected before execution of agreement but after issue of work order / letter of intent and fulfilling of statutory requirements of Insurance by the contractor. Contract Agreement should be executed within one month from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
- h. **Insurance:** - The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen & shall from time to time when so required by the Engineer produce this policy & the receipts of premiums paid or satisfactory evidence of insurance cover. Any such policy shall also indemnify UCIL against any claim raised by the injured/ affected workmen or his family.
- i. The contractor must take "ESI-insurance" policy at his own cost to all deployed crew, so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order. If any of deputed workers are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same.
- j. Bidder has to accept and obey all the organisation prevailing instructions and rules during the working at the UCIL, Tummalapalle Plant.
- k. Entries of Successful bidder's workers in the plant are allowed only UCIL Company provided F D cards (or) as per prevailing rules and regulations. Bidder should agree for it.
- l. Working under this contract will not qualify or give any additional claim to any contract employee for employment in UCIL. All statutory rules and regulations applicable as per workmen's Compensation Act shall be followed by the contractor while engaging and disengaging the Workers / Employees.
- m. The contractor has to tackle all labour related issues and maintain smooth Industrial relations always at site so that the job can progress uninterruptedly.
- n. **Training:** Contractor shall have to bring all their labourers with trained condition before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI certificate holders or any other experiences which are mentioned in the tender. And supervisor having Supervisory Certificate of Competency is to be engaged for supervising or as per direction of the Engineer-in-charge.
- o. **Medical facilities:** The contractor shall be fully responsible for any first aid/emergency treatment or serious medical treatment to his employees. UCIL will provide medical facilities in serious cases only on chargeable basis to contractor's employees.
- p. **Manpower details:** The contractor will have to submit the details of the persons to be employed for this work within 07-10 days of award of work (or) before the commencement of works. The contractor may be allowed to start the work only after submission of the details and submission to the Engineer-in-charge, UCIL for onward transmission to the competent authority, UCIL.
- q. **UCIL's safety Rules & Regulation** for contractor's employees as given in the Annexure- will be complied strictly during the execution of various works at site. All safety gadgets & appliances as required for carrying out maintenance jobs shall be supplied by the contractor without any extra cost. Regular health checks (as per UCIL norms /instruction) of the staffs / workmen at the contractor's cost are essential part of this contract.
- r. **Insurance:** The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to person / persons or damage to the property of any description what so ever caused during the execution of the work. In the event of any such accident the contractor shall be responsible and shall pay proper compensation for the same as per workmen's compensation Act. The contractor shall keep the purchaser /UCIL safe and harmless and indemnified against all claims and expenses, for any such damage or injury to any property or person. ***The contractor must take "ESI-insurance" policy at his own cost to all deployed crew, so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order. If any of deputed workers are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same.***

- s. The contractor shall be responsible for the compliance of all the rules and regulations of the law as detailed but not be limited to the following prevailing acts:
- a. Factory Act.
 - b. Minimum Wages Act.
 - c. Payment of Wages Act.
 - d. Bonus Act.
 - e. Contract Labour (Regulation & Abolition) Act as prevalent and the rules and regulations therein from time to time and shall indemnify the holder harmless the UCIL / Purchaser against any claim arising out of compliance or any non-compliance and / to the third party.

GENERAL TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1. Submission and opening of Tender:-

Tender shall be prepared and submitted online on the e-portal (Gem portal vide Url: <https://gem.gov.in/>) as per the instructions given in NIT. All the duly filled in Attachments shall be stamped & signed on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their tender.

Digital signatures are not mandatorily required for entire tendering process. If the bidder is opting to submit their bid with Digital signature, then Bidders to ensure that their DSC are valid during entire tendering process and request for extension of any tendering process shall not be entertained by UCIL on account of non-availability of DSC.

Tender / quotation / bid shall be submitted in a manner asked strictly in accordance with the tender terms & conditions laid down in the Enquiry / Tender document giving full details necessary for assessing their offer. Canvassing in any form is strictly prohibited and disqualifies the tenderer for the tender submitted for. Tenders submitted without earnest money deposit/tender document fee will be summarily rejected. If any of the dates under this contract is declared holiday, the event scheduled on that day will be automatically shifted on the next working day. Tender should be uploaded through on-line in two parts as given below at e-procurement site.

i) Un-priced techno-commercial bid (Part – I) and other

ii) Price bid (Part – II)

The un-priced techno-commercial bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated herein below) scanned and uploaded by the bidder as per the requirement without indicating price quote.

All pages of the bid document shall be stamped & signed by the authorized person of the firm / company.

2. In addition to PRE-QUALIFICATION CRITERIA (PQC) of tenderers, bidder shall also upload the following documents at e-procurement site along with tender document: (to be uploaded with the technical part of the tender document.

a) Document for Service Tax Code (Registration Number) (if any)

b) Document for GST Registration (GST)

i) List of Documents to be uploaded in Part - I (Technical and Commercial part)

- a) Tenderer's covering letter (covering letter shall also contain name, Email id, telephone No., Mobile No., residential address and place of business of person or persons submitting the tender etc.)
- b) Document proof showing deposit of Earnest money.

- c) Document proof of Cost of tender document
- d) Self authorized complete NIT tender document.
- e) Copy of PAN registration.
- f) P.F. No./ ESI /Labour License no's with documentary proof (optional).
- g) GST registration copy.
- h) Profit & Loss A/c statement for financial years FY2021-2022, FY2022-23 & FY23-24 and audited balance sheets for the above three financial years.
- i) Documentary proof in support of past experience of the Tenderer in similar nature of job along with Work order & completion Certificates etc.
- j) Blank (UN priced) priced bid Performance
- k) Other document as may be required to be submitted along with the tender in accordance with Technical Specification, Special Conditions, Conditions and any other clause of NIT.

Tender Document Any deviation from the tender shall be clearly mentioned in the Part-I (Techno Commercial Bid & EMD) under the heading "Deviation".

ii) List of Documents to be uploaded in Part-II (Price part)

- a) Filled in Schedule of quantities with rates considering EPF, Bonus, "ESI-INSURANCE"/ Workmen Compensation Insurance, labour License, PPE, Profit and other miscellaneous overhead expenditures + GST /service tax **are to be provided in the provided space in E-procurement site**

Note: Bidders shall also take notice of the following points during preparation and submission of price format:

- b) Bidder shall submit their Price bid strictly as per the Price provided along-with CIL's tender document. Price submitted by bidder in any other format shall render their offer invalid and shall not be considered for evaluation.
- c) There shall be no change or addition/ deletion except for filling-up of the actual price/ rate in the Price part submitted in Part – II.
- d) Please note that neither Price should be given in Blanked Price Format nor price bid should be put in this techno-commercial part of bid. In case this condition is not complied, the bid may be liable for rejection.
- e) Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they
 - Ø Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or
 - Ø Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

3. Bid Rejection Criteria:

- a) Following bids shall be categorically rejected:
 - i) The bids received after Tender closing date and time.
 - ii) The bids received without EMD or Tender document fee.
- b) Following may render the bids liable for Rejection.
 - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
 - ii) Bids with technical requirements and or terms not acceptable to UCIL.
 - iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

4. The Bid Security will be forfeited:

- a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension specified by the Bidder on the Bid Form, or
- b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
- c) If the Bidder furnished fraudulent document/information in their bid.

5. Furnishing fraudulent information / document:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder /contractor shall be debarred for a period of two (02) years from the date of detection of such fraudulent act, besides legal action.

6 . PRE- BID CLARIFICATION

- i. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the requirements and terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard from UCIL before submission of the tender. Such clarifications should be necessarily obtained at least 5 days before the due date/extended due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarification shall not entitle the bidder to seek extension in the due date for submission of the tender.
- ii. UCIL shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender. Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification/queries shall be made exclusively through issue of an Addendum/ Corrigendum. The Addendum/ Corrigendum, if any, will be uploaded on e-tender portal (<https://gem.gov.in/>) / UCIL's website/ Government e-procure website and shall become part of the Contract Document. However, in case any query remains un-replied, it shall be considered that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.
- iii. Offer has to be submitted by sole Bidder only. Offers submitted in Consortium/JV shall not be accepted.

7. Rate (s) in figures and words:-

The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, postscripts, additions and alterations shall not be recognized unless confirmed by the tenderer's signature. **Tenderer shall quote rates(s) / price(s) their service charge & Profit in % at on line in the price bid document (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected.** The tenderer shall quote rates in figures and words will generate automatically.

(8) Taxes & Duties:-

All Taxes including GST, service taxes, royalties, duties, octroi etc. and other taxes for execution the contract are to be specified clearly with in figures in the price bid (in a separate sheet if required). The final quoted rate should be inclusive of service tax /GST applicable at the time of tender.

The entire amount of service tax/GST will be recovered from the RA bill & deposited directly by UCIL, if applicable.

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on production of documentary evidence. Offers with price variation clause will be out rightly rejected.

(9) E.M.D.:

Offer shall be accompanied by EMD for an amount of **Rs. 3,14,760/- (Rupees Three Lakh Fourteen Thousand Seven Hundred and Sixty Only)**. EMD shall be by way of a Demand Draft drawn in favour of "Uranium Corporation of India Limited" payable at SBI Pulivendula Branch (**Code No. 0989**). No cash or cheque in any form will be accepted as earnest money. No interest will be paid on the earnest money deposit. Tenders received without earnest money deposit will be summarily rejected.

Return of earnest money: The earnest money of successful Tenderer will be adjusted into security after signing of contract agreement. The earnest money of unsuccessful Tenderers will be returned 01 (one) month after finalizing L1 party of the work and after getting written request thereof.

(9) SECURITY DEPOSIT:

The Amount of Security Deposit including the amount of Earnest Money shall be **05%** of the awarded 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.

In addition to the above, further amount to the extent of the **2.5%** of awarded value of the work will be deducted from the running account bills by way of percentage deductions. Such percentage deduction shall be made from the running account bills till the full amount of security deposit is realised / retained by the contractor.

Failure to carry out the awarded work shall entail forfeiture of the security deposit. Security deposit will be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion of the work and taking over & on submission of PBG till defect liability period.

(10) BANK GUARANTEE: Not Applicable for this tender

Wherever stipulated should be as per our proforma & issued by an Indian Public Sector Bank. All bank charges to be borne by bidder. Bank Guarantee should be automatically extended for validity in the event of delay in execution of contract.

(11) PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD:

Not applicable.

(12) TERMINATION OF CONTRACT:

The performance of the contractor will be reviewed after 45 days from the date of actual commencement of the work at site and if found unsatisfactory, UCIL reserves the right to terminate the contract with 15 (fifteen) days notice as per discretion of UCIL without assigning any reasons whatsoever. Further, UCIL also reserves the right to terminate the contract at any point of time with 15 days notice as per the discretion of UCIL without assigning any reason.

(13) PAYMENT TERMS:

Payment shall be released within 30 days through RTGS upon submission of pre-receipted invoice with correct & complete documents. UCIL will not be responsible for delay in payments in case of receipt of documents/ receipt of incorrect & incomplete documents. The Contractor shall intimate tenderers details and Account No. etc. to Finance Section, UCIL, and Tummalapalle.

Contractor shall be paid as per the following schedule duly certified by the Engineer-in-charge of Contractor bill, Subject to deduction in price which UCIL is authorized to make under this contract, the contractor shall be entitled to receive monthly R.A bill as follows:

Ø 100% (Hundred percent) of the basic amount of the invoice along with proportional GST arrived based on the actual monthly deployment within 30 days after duly certification of UCIL Engineer-In-Charge & receipt of mail from UCIL Engineer-In-charge, as per agreed unit rates for each category manpower shall be paid on monthly basis.

- a) Tax Invoice.
- b) Certification from EIC regarding that Contractor has submitted certified attendance sheet of manpower supplied as per schedule
- c) Certification from EIC that Contractor has made all statutory payments for the Bill period incl. EPF, ESI-Insurance" (or) Workmen Compensation Insurance (in case of ESI not applicable) adherence to the payment of minimum wages etc.
- d) Undertaking that CONTRACTOR has complied with all statutory requirements during the period for which the payment has been claimed.
- e) Duly signed No claim certificate, along with last bill, in UCIL's prescribed format.
- f) Certification from UCIL, along with last bill, that Contractor has completed entire obligations under his order.
- g) Any other documents as required by UCIL not specifically mentioned hereof.

The decision of Engineer-in-charge in this matter shall be final.

In case any or all of the documents listed under clause 14 above is not submitted along with the invoice, payment shall be kept in abeyance till submission of the requisite documents. In such an event contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping UCIL completely indemnified against any claims.

(14) VALIDITY OF OFFER:

The offer should remain valid for a minimum period of Six months/180 Days from the date of opening the 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 may be forfeited.

(15) PERIOD OF CONTRACT:

The time for completion is one of the most important aspects of this order and shall be firm & binding. The work against this order shall be deemed to be completed only after acceptance of the work by UCIL.

The contract period shall remain valid for a span of 365 days from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 05-10 days on receipt of LOA.

indicating contract price of the work. However, date of actual start of work shall be fixed by UCIL at the discretion of Engineer-In-charge.

(16). EXTENSION OF CONTRACT:

Completion period of this contract is within 24 months from the date of commencement. The tenure/period may be extended for further up to 03 months with additional implications if required after successful completion of initial contract period with same rate, terms & conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor.

The tenure/period may also be extended (if the contract value is not consumed due to unforeseen reasons) further up to 12 months after successful completion of initial contract period with same rate, terms & conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor. If so happened contractor shall have to work on the same terms & conditions and price of the contract without any escalation of prices.

The completion schedule shall be suitably extended due the following reasons:

- i) Delay in providing fronts by UCIL, for undertaking the work
- ii) Any suspension order given by UCIL under
- iii) Any occurrence of Force Majeure as provided in tender

(17). MOBILISATION TIME:

Mobilization shall be done within 05-10 days of issue of LOI / WO (or) as instructed by the Engineer-in-charge based on the plant demand. For further instructions on execution of contracts, UCIL Tummalapalle Site-in-charge will confirm the exact programme of start/execution of job(s). No mobilization advance is payable under the contract.

(18) VARIATION IN QUANTITY OF ITEMS:

Variation in quantity of items mentioned under scope of work: The quantities mentioned against individual items are tentative. The actual quantities of individual items may vary (from those indicated in the tender documents due to actual conditions of the site or due to other reasons) to any extent, keeping the actual value of total work done well within $\pm 10\%$ on the contract sum or work order value. The contractor shall carry out all work up to variations of $\pm 10\%$ on the contract sum or work order value and all tendered rates shall remain firm within this limit. Any individual item may vary to any extent and be excluded altogether.

(19) Subletting of contract:

Subletting of the contract in any form is not allowed.

(20) PENALTY CLAUSE:

The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The contractor shall be responsible for providing timely and uninterrupted services. If the contractor is failed to supply the committed numbers of workers daily, their contract may be terminated forfeiting their Security Deposit & penalty will be imposed as desired by UCIL Engineer-In-Charge as follows. *Please note that the penalty clause will not be considered on Sundays, public holidays and any other Plant shut down days attributable to the UCIL.*

The contractor shall maintain per day average attendance of workman as per no. of resources mentioned in the bid document in every running month i.e the contractor shall maintain average attendance of 82 no's of workmen altogether (Includes only Skilled, Highly Skilled & Helpers in workmen category) per day in every running month.

Failure to maintain the minimum average attendance of the workman, imposition of penalty will be done as desired by UCIL. The penalty shall be imposed as follows:

- e) No Penalty shall be deducted from monthly bill when 100% and greater or equal to 90% of average attendance is maintained.
- f) 2% shall be deducted from monthly running bill when less than 90% and greater or equal to 80% of average attendance is maintained.
- g) 5% shall be deducted from monthly running bill when less than 75% and greater or equal to 60% of average attendance is maintained.
- h) 10% shall be deducted from monthly running bill when less than 60% of average attendance is maintained.

Ø Party must submit labour "ESI-Insurance" with minimum validity period equal to contract period before start of work.

Ø Party must have to take ESI insurance coverage mandatorily for all the labour deployed before/during the tenure of work.

of work.. The contractor must take “ESI-insurance” policy at his own cost to all deployed crew, so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order. If any of deputed workers are not falling under ESI coverage / rules, then suitable Workmen compensation Insurance may be taken for them providing suitable evidence for the same. The description of work order should clearly mention in the Insurance coverage submitting.

During execution of the Contract, if it is observed that contractor is not able to supply required number of manpower and plant operation is hampering, the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management may also terminate the work order.

Note: If contractor supply less man power with penalties continuously for about 15-20 days even after prior intimations/ reminders, then contract will be terminated without releasing of any retention amount.. The Engineer in-charge decision is final on imposing of penalty and termination of contract considering the prevailing conditions / Plant requirements and any effects of the plant. In no case, contractor should deploy more than committed number of labours in a single day. However, Contractor will report to the Engineer In charge, UCIL within 4-days on receipt of techno commercial work order & commencement of work order for further discussions/ modifications on the above work & Penalty schedules

Proper care should be taken to ensure safety and security of workers engaged in the job. In case of any accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, you shall have to compensate them at your own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in this regard. You shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order

(21). Regarding the Min. Wages:

“Prevailing Min. wages issued by Central. Govt. and its related components like Min. Wages, EPF, Bonus, overtime payment & any other statutory components shall be reimbursed on actual basis subject to documentary evidence of latest Central. Govt. Circulars on Minimum wages.

(22). Escalation Clause:

Escalation Clause is only applicable on the “Prevailing Min. wages and its related components like Min. wages, EPF, Bonus, overtime payment & any other statutory components only” and shall be reimbursed on actual basis subject to documentary evidence of latest Central. Govt. /State Govt. Circulars on Minimum wages.

(23) CAPACITY OF THE BIDDER

i) TECHNICAL CAPACITY

The Bidder shall satisfy UCIL that he possesses the necessary technical experience and qualification to undertake the work to the best of quality and workmanship. Necessary details in this connection, if any, specified in the Eligibility criteria to be furnished.

ii) LEGAL CAPACITY

The Bidder shall satisfy UCIL that he is competent and authorized to submit the Tender and/or to enter into a legally binding Contract with UCIL. To this effect any person giving a Tender shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

iii) AUTHORITY OF PERSON SIGNING DOCUMENTS

A person signing the Tender form or any document forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, UCIL may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

iv) ARRANGEMENT OF TENDER

The Tender shall be neatly arranged, be plain and intelligible, type-written on white paper with consecutively numbered pages in solid binding and each page signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender.

v) NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses and incidental to or incurred by him through or in connection with his submission of Tender, even though UCIL may elect to withdraw the Invitation to Tender.

(24) Evaluation process:

- a) *The tender will be evaluated considering the entire quoted amount and value*
- b) In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered.
- c) During evaluation, if it is found that bidder has quoted incorrect applicable rate of tax then correct applicable rate of tax shall be considered for evaluation.
- d) In case, price/ fee quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.
- e) Bidder must quote their rates against all the items in Price Schedule enclosed with this tender. If bidder fails to quote any of the items of Price Schedule, it will be assumed that bidder has included price against such item in the total quoted price and shall execute those items without any payment.
- f) Final discussions shall be held with the techno-commercially acceptable L-1 Bidder only, if required.

Special Note: In case of any bidder quoted abnormally low bid and fails to justify their bid in clarification stage or back out from the tender after opening of price part (or) agrees his clerical mistake and fails to continue to work with the abnormally low quoted rate, then M/s. UCIL has all the right to disqualify the defaulter bidder & choose next Lowest quoted bidder suggested in the GeM portal

(25) AWARD OF CONTRACT:

*The **L1** bidder will be decided considering the entire quoted amount and value .*

The acceptance of a tender and award of contract to one or more than one tenderer, if considered necessary is the decision with the Corporation. It shall not be obligatory on part of the Corporation to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded from him by any Tenderer in respect thereof.

Important Note:

Bidders shall note that pursuant to supply split among bidders using GEM splitting method, in case of delay/ default in supply by the successful bidders (L-1 & the other bidder which has matched the L-1 rate/ price) as per the stipulated schedule, UCIL reserves the right to take out the portion of the supplies of the defaulting party & get it supplied through the other successful bidder supplying the said item.

(26) Quoting of Price Bid in GEM

Bidder should quote “Percentage of (Service charge + Profit)” inclusive of GST

And the resultant FORMULA in GEM consider as:

$$\frac{(((\text{Minimum daily wage (INR) exclusive of GST} + \text{ESI (INR per day)} + \text{Provident Fund (INR per day)} + \text{EDLI (INR per day)} + \text{Bonus (INR per day)} + \text{EPF Admin Charge (INR per day)} + \text{Optional Allowances 1 (INR per day)} + \text{Optional Allowances 2 (INR per day)} + \text{Optional Allowances 3 (INR per day)}) \times \text{Number of working days in a month}) \times 1.1 + (\text{Percentage of Service charge inclusive of GST} \times (\text{Minimum daily wage (INR) exclusive of GST} + \text{ESI (INR per day)} + \text{Provident Fund (INR per day)} + \text{EDLI (INR per day)} + \text{Bonus (INR per day)} + \text{EPF Admin Charge (INR per day)} + \text{Optional Allowances 1 (INR per day)} + \text{Optional Allowances 2 (INR per day)} + \text{Optional Allowances 3 (INR per day)})) \times \text{Number of working days in a month}) / 100) \times \text{Number of Resources to be hired} \times \text{Tenure/ Duration of Employment (in months)})}{100}$$

(26) LABOUR COMPLIANCES:

- a) *The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed but not be limited to the following prevailing acts:*

- Factory Act.
 - ESI act/ Work compensation insurance.
 - Contract Labours (Regulation & Abolition) Act as prevalent and the rules and regulations made therein from time to time and shall indemnify the holder harmless the UCIL / Purchaser against any claim arising out of compliance any non-compliance and / to the third party
- b) *Annual leave with wages: The contractor has to follow the Leave with wages clause as per factory act i.e @1 day for 20 actual working days on surface and for 15 days work on underground to each deployed labour*

GENERAL CONDITIONS OF CONTRACT

1. **Nature of Tender**:- Two Part tender
2. **Working Hours**:- From 8.00 AM to 5.00 PM on all working days (excluding Sunday & Holidays) in General Shift, (from 6.00AM TO 2.00PM, FROM 2.00PM TO 10.00PM, 10.00PM TO 6.00AM in respective A, B, C shifts). However, contractor shall be allowed to work beyond their shift timings depending upon the urgency but only after obtaining permission from the Engineer-In-charge, UCIL. No extra claims shall be entertained for working beyond duty hours in such urgency.
3. **Commencement of work** :- Work will commence within 05-10 days of issue of OI / WO (or) as instructed by the Engineer-in-Charge based on the plant demand. Contractor will report to the Engineer In charge, UCIL immediately on receipt of work order for further instructions for carrying out the job. A letter duly signed under contractor's official seal as a token of acceptance of all terms & conditions of work order must reach in the office within two days of receipt of the order. The work order no. & date as well as name of work must be quoted in all correspondences.
4. **Payment Terms**:- Bill (s) will be paid as mentioned in clause " **payment terms** of the general terms and Conditions etc. of contract document.
 Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer-in-charge, UCIL within 30 days of submission of clear bill in triplicate along with tenderer's letter head. Contractor shall mention actual date of commencement of the work in their bill (s). ***Final bill will be released only after submission of Annual Return (Format to be obtained from Site Office - Mill) and work completion letter in duplicate by the contractor.***
5. **Work Measurement & Inspection / Work Instructions** :- It is to be done jointly as per schedule of items & scope of work, etc. by the Engineer-In charge, UCIL and the Contractor. The measurement thus taken will be final and acceptable to both parties. Time to time detailed work instructions will be given by the Engineer-in-charge, UCIL.
6. **Jurisdiction / Dispute**:- Any action / dispute arisen out of or from this work order shall be subject to the jurisdiction of court of law at HYDERABAD only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderer will extend all help.
7. **Penalty**:- Refer Clause no. 03 in Page 11 & Clause no. 20 in Page 41 of tender document for penalty charges imposition.

8. **Force Majeure:-** In case of closure / breakdown / strike / lockout or any other cases beyond control of the corporation preventing normal operation, the corporation shall be at liberty to extend the time for completion (or) cancel the order without any financial liability whatsoever.

9. **Termination of Contract:** The performance of the contractor will be reviewed after 45 days from the date of actual commencement of the work at site and if found unsatisfactory, UCIL reserves the right to terminate the contract with 15 (fifteen) days notice as per discretion of UCIL without assigning any reasons whatsoever. Further, UCIL also reserves the right to terminate the contract at any point of time with 15 days notice as per the discretion of UCIL without assigning any reason.

10. **Safe Transportation / Storage of Materials:** - Contractor will have to make their own arrangement for to and fro transportation of men, material and machine, etc. including loading and unloading at their own expense under this contract. Contractor will also be responsible for safe keeping of materials at their own cost issued by UCIL either free of cost or chargeable basis. Failing which company have the right to retain the final bill till site clearance is completed.

11. **Escalation Clause:** Escalation Clause is only applicable on the "Prevailing Minimum wages and its related components like Min. Wages, EPF, Bonus, overtime payment & any other statutory components only" and shall be reimbursed on actual basis subject to documentary evidence of latest Central. Govt. /State Govt. Circulars on Minimum wages.

12. **Temporary work closure:** If the work site is required to be suspended for some days / period because of any reason, contractor may close the site temporarily underwritten intimation *in triplicate* to the Engineer-In charge, UCIL. During the above period, the contractor will be in touch with the Engineer In-charge- UCIL for further instructions, if any. No extra claim against any idling of contractor's staff & crew / staff & machineries, etc. will be entertained.

13. **Material (s) Supply by UCIL and Contractor:** - The Corporation will not provide any accommodation, men, material, machineries, transport, etc. for this work. **No facility / supply other than mentioned in special conditions, scope of work and schedule of items will be provided by UCIL as free or on chargeable basis. If Any other materials / facilities that are not covered under his tender but are required to complete the work, will have to be arranged by the contractor / party at their own expense. No extra claim shall be entertained against the materials that are not covered under the contract.** But contractor shall submit free samples (materials) for approval, if required and materials approved by the Engineer In charge, UCIL shall only be used. UCIL reserves the right to reject goods which are not as per specification and in case of rejection contractor shall have to replace material free of cost. Any deviation from the tender shall be clearly mentioned in the Part-I (**Techno Commercial Bid & Bid Security Declaration**) under the heading "Deviation".

14. **Contract Agreement:** - Contract Agreement should be executed in prescribed format on a non-judicial stamped paper not less than of Rs. 100/- before commencement of work within *one week* from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement & Indemnity Bond.

15. **Indemnity:** Indemnity Bond should be executed in prescribed format on a non-judicial stamped paper not less than of Rs. 100/- before commencement of work within *one week* from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement & Indemnity Bond. Contractor will fully indemnify the corporation against all responsibility and whatsoever arising out of accident/injury to contractor's workmen, third party or to corporation's personnel and properties.

16. **Rate (s) in figures and words** :- The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as correct. Insertions, postscripts, additions and alterations shall not be recognized unless confirmed by the tenderer's signature. **Tenderer shall quote rates(s) / price(s) in online in the provided price bid document (schedule of items and quantities). Otherwise, offers of parties quoting without this price will be out rightly rejected.** The tenderer shall quote rates in figures and words will generate automatically.

17. **Taxes & Duties :-**

All Taxes including GST, service tax, royalties, duties, octroi etc. and other taxes for execution of the contract are to be specified clearly with in figures (or %) in the price bid. The final quoted rate should be inclusive of service tax /GST applicable at the time of tender submission.

The entire amount of service tax/GST will be recovered from the RA bill & deposited directly by UCIL, if applicable.

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on production of documentary evidence. Offers with price variation clause will be out rightly rejected.

18. **Variation in Quantity of items**: - The quantity mentioned under the "schedule of item (s)" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work upto the **total variation of $\pm 10\%$ of the awarded value**. The other terms & conditions and rates shall remain firm within this limit.

19. **Validity**: - The offer should remain valid for a minimum period of *six months* from the date of opening of the tender. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so, he will be liable to take action against EMD amount.

20. **Documents not transferable**: - Tender documents are not transferable. These tender documents are the property of corporation. Contractor shall keep one copy of the documents at the site in good order and same shall be available for inspection and use by the Engineer Incharge, his representative or by other inspecting officer. None of these documents shall be used by the contractor for any purpose other than that of this contract.

21. **Award of Contract**: - The Corporation reserves the right to accept or reject any or all tender either in full or part or to split up the work, if necessary, without assigning any reasons therefore.

22. **Defects Liability Period**: -

Not applicable.

22. SUSPENSION AND TERMINATION

M/s.UCIL may at any time temporarily stop the work under the order or any part thereof in writing to the Contractor by giving a prior notice of 15 days before. UCIL will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension.

UCIL will be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the Contractor in the following events:

- a. If the Contractor fails to comply with the provision/ provisions of the order.
- b. If the Contractor is involved in any action involving moral turpitude.
- c. If the contractor is not paying the minimum wages in time as specified in tender.

d. if the contractor is not fulfilling the labour compliances in time.

22. CLARIFICATIONS ON TENDER

UCIL may seek clarification from any Bidder to clarify any aspects of the Bidder's offer that require explanation at the stage of the evaluation. UCIL may invite the Bidder(s) to a clarification meeting, if required. During these meetings, UCIL may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification/ details/ documents about the tender. All such amendments or changes required by UCIL will be listed and will be notified to all the Bidders.

23. SUSPENSION / BANNING OF BIDDER

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning from submission of tender till completion of order execution, withdraws bid after opening of Techno-Commercial Part of offer shall be banned / suspended for business dealings with UCIL. Period of banning / suspension shall be governed by UCIL's prevailing approved Suspension / Banning procedures.

24. UCIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

UCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL's action.

25. NEGLIGENCE, DEFAULT AND RISK PURCHASE

- Ø If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by UCIL in the order, UCIL may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, UCIL without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that UCIL may sustain in this regard.
- Ø Should the Contractor fail to comply with such notice within a period of 15 (fifteen) days from the date of serving thereof, UCIL shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies. This shall be without prejudice to UCIL's rights under other clauses of this order.
- Ø UCIL shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.
- Ø In case, Risk Purchase is to be taken against an order, the LD shall be applicable on the total contract price i.e without excluding the price of the work/ supply for which Risk Purchase has been undertaken.

(26) LABOUR COMPLIANCES:

- a) *The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed in the order. It shall not be limited to the following prevailing acts:*
 - Ø Factory Act.

Ø ESI act/ Work compensation insurance.

Ø Contract Labours (Regulation & Abolition) Act as prevalent and the rules and regulations thereunder and shall indemnify the holder harmless the UCIL / Purchaser against any claim arising out of compliance or any non-compliance and / to the third party

- b) Annual leave with wages: The contractor has to follow the Leave with wages clause as per factory act i.e @1 day for 20 actual working days on surface and for 15 days work on underground to each deployed labour.

PURCHASE PREFERENCES FOR LOCAL SUPPLIER (IN LINE WITH GOI ORDER NO. P- 45021/2/2017-PI (BE-II) DATED 16.09.2020)

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' as defined in the tender are eligible to bid irrespective of purchase value. In case bidder does not fall under category of Class-I local supplier, decision of UCIL shall be final & binding regarding acceptance/non acceptance of bid.

- b. Subject to the provisions of the above mentioned Order and to any specific instructions issued by the Nodal Ministry, purchase preference shall be given to "Class-I local supplier" in the manner specified hereunder:

- A.** In procurement of goods or works which are not covered by paragraph (a) above and which are not divisible in nature, the following procedure shall be followed:

Ø Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a "Class I local supplier", the contract for full quantity will be awarded to L1.

Ø If L1 bid is not from "Class I local supplier", 50% of the quantity to be ordered shall be awarded to L1 bidder. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the 'Class-I local supplier's' quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- B.** In procurement of goods or works which are not covered by paragraph b (A) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure the following procedure:

Ø Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a "Class I local supplier", the contract for full quantity will be awarded to L1.

Ø If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

Ø In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

Ø Class-II local supplier and Non Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.

- C.** In tenders where it is intended to award contract to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

Ø In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

Ø In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this tender.

Ø If 'Class I Local suppliers' qualify for award of contract for at least 50% of the t

endered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- Ø First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Definitions: *For the purposes of this tender:*

Ø **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

Ø **'Class-I local supplier'** means a supplier or service provider, whose goods or services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'.

Ø **'Class II local supplier'** means a supplier or service provider, whose goods or services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

Ø **'Non - Local supplier'** means a supplier or service provider, whose goods or services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

Ø **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the valuation process as per the tender or other procurement solicitation.

Ø **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

Ø **'Nodal Ministry'** means the Ministry or Department identified pursuant to Government's order in respect of a particular item of goods or services or works.

Ø **'Procuring entity'** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and include Government companies as defined in the Companies Act.

Ø **'Works'** means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

Ø **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is **minimum 50%**. For 'Class-II local supplier', the 'local content' requirement is **minimum 20%**. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively. Below 20 % , Non Local Supplier.

Ø **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

Ø **Note:** False declarations regarding Class I/Class II status will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

PURCHASE PREFERENCES FOR MSE's (IN LINE WITH GOI ORDER NO. 2012 dated 23.03.2012)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MS 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (Selected by Buyer) percentage of total QUANTITY.

CORRIGENDUM-1

TO WHOM SO EVER IT MAY BE

REFERENCES:

- i. GEM TENDER BID : GEM/2025/B/5927970 dated 08/02/2025
- ii. UCIL NIT REFERENCE: TMPL/MILL/MECH/NIT-191 dated 08/02/2025

“Security Deposit” clause is amended in the Bid document & ATC as:

<u>FOR :</u>	<p>The Amount of Security Deposit including the amount of Earnest Money shall be 05% 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.</p> <p>In addition to the above, further amount to the extent of the 2.5% of awarded value of the work will be deducted from the running account bills by way of percentage deductions. Such percentage deduction shall @5% of the running account bills till the full amount of security deposit is retained by the corporation.</p> <p>Failure in carry out the awarded work shall entail forfeiture of the security deposit. Security deposit will be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion of the work and taking over & on submission of PBG till defect liability period.</p>
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READ :

The Amount of Security Deposit including the amount of Earnest Money shall be **10%** of the awarded value of work. Fifty percent of this amount (**i.e. 05%**) shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

In addition to the above, further amount to the extent of the **05%** of awarded value of the work will be deducted from the running account bills by way of percentage deductions. Such percentage deduction shall **@10%** of the running account bills amount till the full amount of security deposit is retained by the corporation.

Failure in carry out the awarded work shall entail forfeiture of the security deposit. Security deposit will be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion of the work and taking over & on submission of PBG till defect liability period.

All other terms & conditions of the tender will remain unchanged.

3. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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