



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5743559  
Dated/दिनांक : 24-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-01-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
Item Category/मद केटेगरी	Custom Bid for Services - INSTALLATION OF NEW PRECOAT FILTER WITH DRUM VAT AND OTHER ACCESSORIES REPLACEMENT OF EXISTING OLD WORN OUT PRECOAT FILTERS TO INCREASE THEIR AVAILABILITY IN CHEMICAL HOUSE AREA
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Repair, Maintenance and Installation of Plant/ Systems/Equipments</li></ul>
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	2666800
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	26668

**ePBG Detail/ईपीबीजी विवरण**

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

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

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

**Beneficiary/लाभार्थी :**

Chief Manager Account  
URANIUM CORPORATION OF INDIA LIMITED, PO JADUGUDA Mines, East Singhbhum Jharkhand 832102  
(Works Account Section)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

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

PRICE FORMAT - [1734947915.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Pre Qualification Criteria ( PQC ) etc if any required:**[1734947946.pdf](#)

**Scope of Work:**[1734947955.pdf](#)

**Payment Terms:**[1734947966.pdf](#)

**Penalties:**[1734947931.pdf](#)

**GEM Availability Report ( GAR):**[1734948172.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1734948214.pdf](#)

**Custom Bid For Services - INSTALLATION OF NEW PRECOAT FILTER WITH DRUM VAT AND OTHER ACCESSORIES REPLACEMENT OF EXISTING OLD WORN OUT PRECOAT FILTERS TO INCREASE THEIR AVAILABILITY IN CHEMICAL HOUSE AREA ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	INSTALLATION OF NEW PRECOAT FILTER WITH DRUM VAT AND OTHER ACCESSORIES REPLACEMENT OF EXISTING OLD WORN OUT PRECOAT FILTERS TO INCREASE THEIR AVAILABILITY IN CHEMICAL HOUSE AREA
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

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

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

**1. Generic**

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

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA**

The following are the Eligibility criteria for this Non-divisible Works Contract . The bidder may visit the proposed work site to get well acquaint about the site work before filling the rate/submit the tender

**1. PAST PERFORMANCE AND PROJECT / PAST EXPERIENCE etc. CRITERIA:**

Bidder shall have successfully completed similar works during last 7(Seven

) years ending on last day of previous month to the one in which tender is invited as per any one of following:

a) Three (3) similar completed works costing not less than the amount equal to 40% (10.66 lakhs) of the estimated cost

or

b) Two (2) similar completed works costing not less than the amount equal to 50% (13.33 lakhs) of the estimated cost

or

c) One (1) similar completed works costing not less than the amount equal to 80% (21.33 lakhs) of the estimated cost.

**“Similar Work” means Fabrication/ Erection/ Dismantling of steel structure/ Plant Equipment or Maintenance of mechanical equipments in hydrometallurgy plant during last 7 years ending on last day of previous month to the one in which tender is invited.**

## 2. FINANCIAL STANDING:

Average Annual financial turnover during the last 3(Three) consecutive financial years, ending 31/03/2024 shall be at least 30% (8 lakhs) of the estimated cost supported by the audited annual accounts of each year.

The audited annual accounts of last 3(Three) consecutive financial years, ending 31/03/2024.

## **3. GEOGRAPHIC PRESENCE:**

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

- i. GSTIN registration or
- ii. Udyam/MSME

4. EPF registration copy, GSTIN copy, PAN copy must be submitted along with

th the bid.

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

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

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

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

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

**NOTE:**

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

UCIL shall pay on reimbursement basis to the total applicable GST @

prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) after deduction of GST amount from the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not be payable.

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

Text Clause(s)

**SCOPE OF WORK**

**Sub: INSTALLATION OF NEW PRECOAT FILTER WITH DRUM VAT AND OTHER ACCESSORIES & REPLACEMENT OF EXISTING OLD WORN OUT PRECOAT FILTERS TO INCREASE THEIR AVAILABILITY IN CHEMICAL HOUSE AREA**

1. **Scope of work:** The scope of work includes dismantling of old Precoat Filter, repair work for strengthening of Precoat vat, agitator and Erection & Commissioning of new bare Precoat Filter. All dismantled material shall be removed from operation premises as scrap and disposal of same in UCIL's scrap yard as directed.
  2. **Approximate Quantity:** As per schedule of item mention in annexure.
  3. **Completion Time:** Validity of completion period is (12) twelve months from the date of commencement of work. Work has to be complete within the time period as per instruction and availability of site.
  4. **Free supply by UCIL:** UCIL will supply the required water, electric power, consumables like LPG/DA & oxygen cylinders, welding electrodes, structural steels & pipes at free of cost for this job.
  5. **General Scope of Work:** The contractor will have to maintain accountability of materials issued to them in a register which include specification of materials, date of issue, quantity, cost code, I.V. No and purpose. Contractor has to make own arrangement of issuing the material from store. Recording of job done during a day is to be done by the party and signature of Engineer-in-charge or his representative to be taken once in a week.
- Working height will vary from place to place and may be up to 25 meter from the ground level. In some cases replacement jobs may have to be synchronized with the working/ operation of the plant so as not to hamper the production.
  - The contractor will submit detail list of equipments to be brought by t

hem for executing this job. The following items are mandatory before the commencement of work:

- I. Welding machine, 440 Volt - 2 Nos.
- II. Welding Cables (50 mtr each) - 2 Nos.
- III. Welding Screen 4 Nos.
- IV. Chain Pulley Block (2t to 5t cap) 2 Nos. each
- V. Rope Pulley 2 Nos.
- VI. Oxygen & DA/LPG regulator (two stage) with flash back arrestor 2 Sets
- VII. Gas cutting hose & gas cutting torch with flash back arrestor (30 mt each) 2 Nos.
- VIII. Trolley for material handling 1 No
- IX. Safety belt (Full body harness) 6 Nos.
- X. Safety goggles for all workers
- XI. Wire rope slings (10/12/16/20 mm) 4 Nos. each
- XII. Nylon rope 200 meters
- XIII. PPE as required for all workers

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

- A.** The contractor shall submit details of persons e.g. number of supervisors, welders, skilled workers, helpers etc., they will engage, within 7 (seven) days of receipt of work order.
- B.** The contractor will have to give name, father's name, age, qualification detail address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph duly attested by a class-1 govt. officer 7(seven) days before actual commencement of work so that permanent gate pass can be issued.
- C.** For applying the gate pass, the following documents are mandatory (before the starting of work contract):



- I. Medical certificate
- II. Verification documents
- III. ESI, EPF documents
- IV. Contract agreement
- V. Security deposit
- VI. Letter of commencement work
- VII. Labour license if required
- VIII. Safety appliances, tools & tackles as mentioned in the tender

### **Timely gates pass renewal should be followed**

#### **D. List of documents to be submitted for billing with a 4 set of copy**

- I. Attendance Register
- II. Muster Roll
- III. Minimum Wages Register
- IV. Loan Recoveries Register
- V. Wages Slip
- VI. Bank Statement regarding labour payment
- VII. ESI copy
- VIII. EPF copy
- IX. Labour declaration
- X. Invoice copy
- XI. Covering letter

**6. Tools, tackles & machines:** All the required lifting tools & tackles, welding machine with welding cable, cutting set accessories like hose, regulator & torch etc. and other materials required to complete the above work are to be arranged by you at your own cost.

**7. Transportation, handling and storage of materials and tools/machines etc:** You will have to arrange for the transportation (including loading & unloading), handling and storage of all your tools, tackles etc. at your own cost.

**8. Rate:** Price quoted shall be firm till completion of the work and no esc

ation on any account shall also be payable under this contract.

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

3 (Three) R.A. bills and 1 (One) final bill will be paid against this work after submission of bill in 4 (four) copies. Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of clear bill(s) in 4 (Four) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of work and actual date of commencement of work in their every bill(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) and work completion letter in duplicate by the contractor.

**Hundred percent (100%) payment including GST will be paid completely or on pro-rata basis in case of continuous supply of services (as per RA Bills) after completion of work/ supply as certified by the Corporation, against submission of a Performance Bank Guarantee (PBG) for 10 % (As per DoE OM 12.11.2020) of the work order value. PBG will be return on expiry of the Defects liability period (referred to in condition Penalty (Liquidated Damage clauses hereof) and after completion of all obligations under the contract.**

- 10. Security Money Deposit:** Total amount of Security deposit shall be limited to 10% of the awarded value of work.
- 11. Working Hours:** From 7.00 AM to 5.00 PM on all working days (excluding Sunday & Holidays). However, contractor shall be allowed to work beyond 5.00 PM 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.**
- 12. Persons to be engaged:** The contractor will be allowed to start the work only after submission of details of the persons to be employed for this work. Performa of verification form may be obtained from Pass Section, CISF, Main gate, UCIL, Jaduguda Mill for, necessary verification of each labourers separately for onward transmission to the Competent Authority.

**13.Safety:** Contractor will take full safety measures and arrange the necessary safety gadget's/appliances, tools and tackles, helmet, gumboot, safety belt, goggles, gloves, apron, ladders, bamboos, ropes, machineries, scaffolding etc. required for the work by their own so as to ensure that no damage loss or injury to Corporation's personnel, contractor's personnel, third party or equipment are caused due to the work being carried out by Contractor. UCIL shall not provide any safety appliances under any circumstances. The contractor shall be fully responsible for any first aid and emergency treatment or serious medical treatment to his employees. Contractor shall have to bring all their labourers for necessary training in Mill Training Center for two hours before actual commencement of the work. UCIL will provide medical facility on chargeable basis.

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

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

**16.Penalty:** If the progress of work is not found satisfactory or contractor fail to complete the work within the scheduled time, Corporation reserves the right to terminate the contract and get the balance work done through any other agency at Contractor's risks and costs.

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**SCHEDULE OF ITEM**

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**SUB: INSTALLATION OF NEW PRECOAT FILTER WITH DRUM VAT AND OTHER ACCESSORIES & REPLACEMENT OF EXISTING OLD WORN OUT PRECOAT FILTERS TO INCREASE THEIR AVAILABILITY IN CHEMICAL HOUSE AREA**

Sl. No	Description	Unit	Qty.
1.1	Fabrication, Erection & Dismantling of ducting & structural steel for installation of new precoat filter including (Angle, Channel, Beam & Chequered plates).	MT	10
1.2	Installation of new precoat filter along with vat, receiver, moisture trap, waste tank, valves & its interconnecting pipes.	Set	1
2.1	Dismantling of old precoat filter & repair work for strengthening of precoat vat & agitator	Set	1
2.2	Erection & Commissioning of new bare precoat filter	Set	1
3.1	Fabrication & Erection of interconnecting ss piping, size- 100NB	Mtrs	150
3.2	Fabrication & Erection of interconnecting ss piping, size- 100NB	Mtrs	150
3.3	Fabrication & Erection of interconnecting ss piping, size- 100NB	Mtrs	100

**NOTE:-**

Cutting/ welding accessories, safety PPE and necessary tools and tackles shall be provided by the contractor. Oxygen gas / DA, Welding electrode shall be provided by UCIL at free of cost.

1. Fabrication, Erection of steel structures such as plate forms, supports Beams etc. including fixing of with bolts if so required to be done as per requirement/ Specifications and instructions from UCIL Engineer in-charge.
2. The contractor scope shall include arranging of all tools, tackles, manpower, supervision, machinery transportation etc. and all other relevant works as per specifications and instruction from UCIL Engineer In-charge.
3. All damaged/ dismantled scrap shall be accumulated and disposed at scrap yard location. All dismantled scrap shall be transported and stacked inside plant premises in scrap yard, as per the instructions from UCIL Engineer-In-charge.

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

4. **Buyer Added Bid Specific SLA**

Text Clause(s)

**SPECIAL CONDITIONS OF CONTRACT- SCOC**

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

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

Bidders have to quote rate on GeM portal including GST applicable as on bid due date. The Contract Sum is the "price inclusive GST", i.e. inclusive of GST of quoted value and all taxes & duties and all other statutory levies applicable, including costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.

The reimbursable costs as mentioned in the tender document shall be inclusive of GST, will be in extra on submission of valid required documents & valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to variation under adjustment/ quantities clause and statutory variation/imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

- 2. Earnest Money Deposit (EMD) / Bid Security:** Earnest Money Deposit (EMD)/ Bid Security shall be deposited by way of demand draft (DD) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable

at JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0 227]. E.M.D. shall not bear any interest.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. The earnest money of unsuccessful tenderers will be refunded on written request (induplicate) to the Engineer-In-charge after commencement of work under this contract.

The EMD / Bid Security will be forfeited and is liable to GST at applicable rate, if

- i. The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- ii. The Tenderer resiles from his offer during the validity period.
- iii. The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- iv. The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- v. Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions
- vi. The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- vii. The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

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

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

- 3. Validity of Tender:** Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by UCIL as 'nonresponsive'. The Tenderer shall not be allowed to increase, amend or withdraw his tender within his period and if he does so the earnest money deposit and security deposit may be forfeited.

*If required, the Corporation may request the Tenderer to extend the "bid validity period". The request and responses thereto shall be made in writing or through GeM portal, if a tenderer accepts to extend the period of validity of bid. The tenderer accepting such request shall not modify their bid on their own. A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.*

- 4. Deviation: ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. UCIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note UCIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. UCIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. UCIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices.

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

- 6. Privilege Clause:** The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at

any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action.

**7. SECURITY DEPOSIT (SD):**Total amount of Security deposit shall be limited to **10 %** of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

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

- i. For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.
- ii. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DA C/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).
- iii. For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor or to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.
- iv. In addition to the above, **if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1st / subsequent** Running Account bills by way of percentage deductions. Such percentage deduction shall be @ **10 %** of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

b. All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or become due to the Contractor by t



he Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

- c. **REFUND OF SECURITY DEPOSIT:** Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition **Penalty (Liquidated Damage clauses hereof etc against submission of a Performance Bank Guarantee (PBG) for 10 % of the work order value**

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

**8. FORFEITURE OF SD:** The SD shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

- In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

**9. Contract Agreement:**

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

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

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period speci

fied by Corporation, UCIL reserves the right to terminate the LOI issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer/ action as per declaration for Bid Security.

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

R.A. Bill Payments will be released after satisfactory completion of portion of work in all respect and certification by the Engineer in Charge, UCIL within 30 days of submission of clear bill(s) in 4 (four) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of the work and actual date of commencement of work in their every bill(s).

Hundred percent (100%) payment including GST will be paid completely or on pro-rate basis in case of continuous supply of services (as per RA Bills) after completion of work/ supply as certified by the Corporation. PB G will be return on expiry of the Defects liability period (referred to in condition Penalty (Liquidated Damage clause hereof) and after completion of all obligations under the contract.

**11. Tax & Duties:** The Contractor shall:

- a. Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxes payable in connection with the carrying out of Work under Contract; and
- b. Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

**12. INCOME TAX & STATUTORY LEVIES:** Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR'

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

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

**14. Penalty (Liquidated Damage):**

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

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.

Price Variation	Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period.
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II. Delay attributable to Supplier / Contractor:

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.  For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

- c. The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.

**15. Variation in Price:** Unless the **Clause Price Adjustment** provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment or any account.

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

**17. Defaults, Breaches, Termination, and closure of Contract:**

- 1) Termination due to Breach, Default, and Insolvency
- a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects

or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- i. Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- ii. Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- iii. Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

b) Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c) Terminations for Default

- i. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- ii. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/or shall accrue to the Procuring Entity after that.
- iii. Unless otherwise instructed by the Procuring Entity, the contractor

r shall continue to perform the contract to the extent not terminated.

iv. All Defect Liability obligations, if any, shall continue to survive despite the termination.

d) Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

ii. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

iii. Recover liquidated damages and invoke denial clause for delays.

iv. Encash and/ or Forfeit performance or other contractual securities

v. Prefer claims against insurances, if any.

vi. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

vii. Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

viii. Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

ix. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

e) Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IP infringement.

2) Termination for Default/ Convenience of Procuring Entity and Frustration

a) Notice for Determination of Contract

- i. The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- ii. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- iii. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- iv. All Defect Liability obligations, if any, shall continue to survive despite the termination.
- v. The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

1. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
2. To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any ,towards the remaining portion of the Services and incidental goods/ works.

a) Frustration of Contract

- i. Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- ii. However, the following shall not be considered as such a supervening cause
- iii. Lack of commercial feasibility or viability or profitability or availability of funds
- iv. If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

3) Closure of Contract

The contract shall stand closed upon

- i. Successful performance of all obligations by both parties, including completion of DefectLiability obligations and final payment.
- ii. Termination and settlements after that, if any, as per Termination due to Breach, Default, and **Insolvency or Termination for Default/ Convenience of Procuring Entity and Frustration.**

**18.Statutory Variation Clause:**Unless otherwise stated in the contract, s



tatutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor.

The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

**19. Time for Delivery of services and Extensions Thereof:** The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Services. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

#### 19.1 Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

#### 19.2 Extension for Delay Not Due to Contractor

If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

- a) any act or neglect of other contractor employed by the Procuring

ng Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or

- b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
- c) any act or neglect of Procuring Entity's employees or
- d) delay authorized by the Contract Manager pending arbitration or
- e) The contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
- f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
- g) give the necessary notice to commence the services, or
- h) Any other delay caused by the Procuring Entity due to any other cause whatsoever.
- i) The contractor may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

19.3 Extension of Time for Delay Due to Contractor If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in contract, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per contract clauses.

Provided further, that if the Procuring Entity is not satisfied that th

e service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

## **20. Suspension of Services**

### **20.1 Suspension Ordered by Contract Manager**

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is -Provided for in the contract, or Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or Necessary for the safety of the Services or any part thereof

### **20.2 Extension of Time and Compensation**

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

### **20.3 Suspension Lasting More Than 3 Months**

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a

written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

#### 20.4 Force Majeure

- a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

- b) Notwithstanding the remedial provisions contained in **Damages and Deductions Thereof and Termination due to Breach, Default, and Insolvency**, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

**21. Defects Liability Period:** The defect liability period / guarantee period for this job shall be 12 months from the certified date of handing over of job. The contractor shall rectify the defects, if any, detected / reported during the guarantee period under this tender from the certified date of completion of work. The contractor shall be responsible to make good

and remedy at his own expense within such period, as may be stipulated by the Engineer-In charge before the expiry of the guarantee period.

**22. Permits, Approvals and Licenses:** Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

## **23. Governing Laws and Jurisdiction**

### **23.1 Governing Laws and Jurisdiction**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### **23.2 Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**24. Price Escalation and Tax & Duties:** The escalation will be paid up to the scheduled completion date including duly approved Time extension, if any. No escalation will be attracted for the period beyond duly approved time extension.

**Adjustment for revision of minimum wages during the order execution:**

In case of revision in the minimum wages as notified by the Regional Labour Commissioner /UCIL, adjustment amount to the contractor shall be payable as per the following formula:

$$V = \frac{L \times W \times (X - X_0)}{X_0}$$

Where:

V= adjustment Payable

L = Labour Content during billing period (80% for manpower supply)

W = Gross value of work done on the basis of Contract Rates for the period for which variation is applicable

X = Revised minimum wages as notified by the ALC/UCIL, for the period under consideration for that contract as per present man days of different categories for the billing period.

X<sub>0</sub> = Existing (on the basis which tender estimate prepared /at the time of tender submission) Minimum Wages notified by ALC/UCIL for that contract as per present man days of different categories for the billing period.

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

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]"

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

#### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Uranium Corporation of India Ltd  
Account No.  
33135840169  
IFSC Code  
SBIN0000227  
Bank Name  
SBI Jadugoda  
Branch address  
P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102

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

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

**---Thank You/धन्यवाद---**