

## Bid Corrigendum

GEM/2024/B/5351881-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid 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. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name  
Uranium Corporation of India Ltd  
Account No.  
33135840169  
IFSC Code  
SBIN0000227  
Bank Name  
SBI Jadugoda  
Branch address  
P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102  
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
3. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of  
"URANIUM CORPORATION OF INDIA LIMITED"  
payable at  
"JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]"  
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
4. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
Uranium Corporation of India Ltd  
Account No.  
33135840169  
IFSC Code  
SBIN0000227  
Bank Name  
SBI Jadugoda  
Branch address  
P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102  
. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
5. Text Clause(s)

## **SCOPE OF WORK**

Annual Maintenance contract (AMC) for maintenance of Printers, Make - LIPI at UCIL, Jaduguda & UCIL Narwapahar AND UCIL Turamadi. it will cover all technical service and spares repair or replace as and when needed.

There are 5 nos. LIPI Printers

SL NO.	MODEL	SL. NO.	LOCATION
1	6810	6810SEFDH1132	EDP JADUGUDA
2	2280	2280QKVOH8747	PURCHASE JADUGUDA
3	2280+	2280MTFQH6808	ACCOUNTS, JADUGUDA
4	2280+	2280PTFQH7686	STORE, NARWAPAHAR
5	6805	6805WKVMH4727	STORE, TMD

All Printers are LIPI Make

The AMC shall be on comprehensive maintenance service basis (Spare and service maintenance contract) i.e. no extra charges for spares repair or replacement shall be paid by UCIL.

If the contractor fails to repair any equipment at site then they may be allowed to take out the equipment at the contractor's works for repair, however no extra cost for transportation etc. shall be paid by UCIL.

## **I. Area & Work Details**

### **Work Site Address:**

UCIL Jaduguda, UCIL Narwapahar & UCIL Turamadi.

## **II. Period of Contract: Maximum 2 years as detailed below.**

- 1. The tenure of the contract shall be for two (2) years.**
- 2. Change over in location:** The corporation has a discretion to change the locations of any Machine or any items as per requirement which are under contract as detailed in schedule of quantities within the above address me

mentioned under clause "Work Site Address" without informing to the party but the status of maintenance contract terms & conditions with the firm will be remain same.

3. All safety precautions as per UCIL standards should be followed by the bidder for their Service Personnel at the premises of UCIL. The UCIL will not be responsible for any accident, if caused to their service personnel during the execution of maintenance works at UCIL site.
4. The contractor is liable to comply with all provisions of both central and state govt. safety laws.
5. The UCIL administration reserves the right to terminate the contract during commencement of the contract or during its currency by giving 01(one) month notice to the party (i.e. contractor in writing).
6. The subject job should be carried out strictly by the Service Personnel, in role of the successful bidder.

### **Penalty Clause**

1. If a machine is down for more than 3 working days, suitable substitute shall be provided without commercial implication. Failing which penalty @ Rs 500 /- per day per machine shall be imposed maximum up to Rs. 50000/- during the year.
6. Buyer Added text based ATC clauses

## **(E). PRE QUALIFICATION CRITERIA (PQC)**

### **Eligible Criteria's for qualifying Technical bid:-**

1. The bidder should be OEM or authorized service provider of LIPI printers.
2. The average annual financial turnover during the last 3 financial years (2021-22,2022-23,2023-24) should be at least Rs.55,224 /-. (Profit & loss account and balance sheet duly audited for above financial years shall be submitted).
3. The bidder should have similar work order during last 7 years ending 31.03.2024 as at (a) or (b) or (c) below:
  - a. One similar work order costing not less than or equal to Rs 147264 /-.
  - b. Two similar work order each costing not less than or equal to Rs 92040 /-.
  - c. Three similar work order each costing not less than or equal to Rs 73632 /-.

In central/state govt dept/ Public sector undertaking / central govt. institutions / banks for similar works (upload the scan copy of document).

'Similar Work' means AMC of LIPI printers of an Industry/Commercial establishment of repute. Documentary evidence in form of Certificates from clients/Work order copies specifying the work and the amount of contract should be submitted along the offer.

Documentary evidence of the above points should be submitted.

1. **Maintenance Work:** As mentioned in the scope of work.
2. **Working Hours:-** As the requirement is for round the clock operation, Or On Call Service engineer will be deputed as per instruction of Engineer-in-charge. No extra claims shall be entertained for working beyond duty hours in such.

3. **Commencement of work:-**

Work will commence immediately from the date of issue of work order. 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 five days of receipt of the order. The work order no. & date as well as name of work must be quoted in all correspondences.

4. **Completion period of contract:** - Completion period of contract is Two years (24 months). Total price quoted for AMC shall be the deciding factor to evaluate L-1 quotation.

5. **Payment terms: -**

Payment will be made on half yearly basis within 30 days after submission of certified invoices.

5. **Preventive Maintenance:** Quarterly preventive maintenance shall be done by the Successful

Bidder.

7. **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. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

8. **Safety Rules & Regulations for contractor's employees-**UCIL's Safety Rules & Regulations for contractor's employees will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet, gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor. Contractor must report in writing (duplicate) to the Engineer-In charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to pro

vide personal protective equipments before the commencement of work at their own cost during work execution period.

9. **Security Rules & Regulations and Entry Passes**-Contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed. The contractor will have to submit the details of the persons to be employed for this work within two days of award of work. The contractor will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photographs for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.
10. **Material(s) Supply by UCIL and Contractor** - The Corporation will not provide any accommodation, tools and tackles, men, material, machineries, transport, forklift, stationery (writing materials), scaffolding / shuttering etc. for this work. No facility / supply other than mentioned in special conditions of contract, 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 this tender but are required to complete the work will have to be arranged by the contractor at their own expense. No extra claim shall be entertained against the materials that are not covered under this 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.
11. **Tax & Duties**: - A) The quoted rate(s) should be inclusive of all except GST and imposition of any new taxes / duties by the State Govt. or Central Govt. during the contract execution period will be paid extra. Offers with price variation clause will be out rightly rejected.
12. **Labour Acts & Rules**:- The contractor shall ( in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.
  - i. Workmen Compensation Act-1923,
  - ii. Payment of wages Act-1936
  - iii. Employees Liability Act,1938
  - iv. Industrial Dispute Act,1947
  - v. Minimum Wages Act,1948
  - vi. Employees State Insurance Act,1948
  - vii. Mines Act, 1952
  - viii. EPF & MP Act, 1952
  - ix. Maternity Benefit Act,1961
  - x. Contract Labour (Regulations & Abolition) Act, 1970
  - xi. Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
  - xii. All statutory provisions of Atomic Energy Regulatory Board
13. **Visit of site and locality prior to quote rate (s)**:-Before submission of tender, the tenderers are advised to make themselves fully conversant with the SCHEDULE OF ITEMS, SCOPE OF WORK, SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT, if any. Contractor shall keep one copy of this tender document for reference purpose before submission of tender. They are also advised to physically visit the site to understand the site working conditions, nature of jobs prior to quote for the same.
14. **Jurisdiction / Dispute**: - Any action / dispute arise out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur 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.
15. **Penalty (Liquidated Damage)**: - If the progress of work is not found satisfactory or the contract

or fails to complete the works within 30 days time from date of work order, the corporation reserves the right to impose penalty / liquidated damage @ ½ % per week maximum up to 5% on the awarded / contract value for each complete week between the time for completion and actual date of completion. The amount of penalty / compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the corporation. And after ten weeks from the actual date of completion of whole work if the contractor fails to complete the work, corporation reserves the right to terminate the contract and get the balance work done through any other agency at contractor's risks and costs.

16. **Force Majeure** :- In case of closure / breakdown / strike / lockout or any other causes beyond control of the corporation preventing normal operation, no idle charges will be paid by corporation towards Labour, plant and Machinery etc. to the contractor for this work. The corporation shall be at liberty to extend the time for completion or cancel the order without any financial liability whatsoever.
17. **Validity**: - The offer should remain valid for a minimum period of 3 (three) months from the date of opening of the final price part. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.
18. **Indemnity**:-Contractor will fully indemnify the corporation against all responsibility and whatsoever arising out of accident / injury to contractor's workmen, third party or to corporations' personnel and properties.
19. **Contract Agreement**:-Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
20. **Award of Contract**:-The Corporation reserves the right to accept or reject or **extend** the tender in full or part, if necessary, without assigning any reasons therefore.
21. **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 on chargeable basis to contractor's employees.
22. **Security Deposit(SD)** : Within a period of 30 days of award of Work Order, the successful contractor has to furnish a SD in the form of demand draft/ bankers **cheque** for 10% of total AMC value, valid till the end of contract period as Security deposit from any Nationalized Bank.
26. **The rates should be quoted strictly in accordance with the price format given.** The Grand Total amount indicated shall be the deciding factor for L1 bidder (Ref. Price Format).
23. The contract shall be awarded to a single firm only so it is mandatory for the bidder to quote for all the items failing of which shall reject their offer.
24. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD and Tender Cost (after ensuring that the registration in case of SSI) pertains to the class of items/stores/works for which the tender is floated).
25. **BID Submission:**

Bidders are advised to visit website regularly to keep themselves updated as any change/modification in the tender will be intimated through this web site only.

Tender documents can be obtained from the office of the DGM (I/P & IRs.), UCIL, Jaduguda, East Singhbhum-832102, Jharkhand on all working days except Sunday and Holidays, Alternatively tender documents can also be downloaded from UCIL website "www.uraniumcorp.in".

The tenders are to be submitted in two part i.e. Part-A, Technical & Commercial Terms & Conditions and PART-B, Price Proposal to the office of the DGM (I/P & IRs.), UCIL, Jaduguda, East Singhbhum-832102, Jharkhand to reach on or before the date & time fixed for receiving the bid. The sealed outer cover should contain two envelopes each sealed and marked with NIT no. closing date and general description of work tendered for and type of bid. One sealed envelope should contain technical proposal and commercial terms & condition, signed copy of tender document and the other sealed envelope price proposal. Both envelope should be enclosed in an outer sealed cover which should be superscribed with NIT No.: General description of work quoted for.

Tender submitted through Fax or e-mail will not be entertained.

The submitted tender must accompany Signed copy of tender, Credentials, copy of accreditation from OEM, Information sheets, Work order copies, completion certificate, other documents as mentioned in tender.

Conditional tender may lead to disqualification. so tenderers are advised to quote price as per NIT conditional only. Price Part shall be open only of the technically qualified tenderers later on and date to be notified to the qualified tenderers only.

Sealed Tenders shall be deposited at the office of the DGM (I/P & IRs.), UCIL, Jaduguda, East Singhbhum-832102, Jharkhand till stipulated date and time. Offers will be opened on due Date as per schedule by the Corporation's authorized representative(s) in the presence of Tenderers who are present.

#### **SUBMISSION OF ORIGINAL EMD:**

a) Original Demand Draft (DD) of Earnest Money Deposit (EMD) and Cost of tender (SBI challan copy/DD) or Exemption certificate in case of MSME/SSI/NSIC are to be sent to the office of the DGM (I/P & IRs.), UCIL, Jaduguda, East Singhbhum-832102, Jharkhand and should reach before the date and time of opening of Part-I. Tender of bidder whose original EMD and cost of tender or exemption certificate are not received on or before the due date of opening of PART-I, then their tenders will be summarily rejected. Any postal delay will not be entertained.

26 **Extension:** Management reserves the right to further extend the same Tender.

27. NOTE:-

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

7. File Attachment [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](#)