

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	08-11-2022 18:00:00
<b>Bid Opening Date/Time</b>	08-11-2022 18:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Total Quantity</b>	9
<b>Item Category</b>	Design Work , Civil Work , Crusher Work , Conveying Work , Electrical Work , Erection work , Commissioning work , Performance Guarantee Parameters Test , Final acceptance and defect liability work
<b>BOQ Title</b>	Design Engineering Supply Installation and Commissioning of Conveying and Cone Crusher System
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	168 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	561 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Final acceptance and defect liability work
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	56050000
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	560500

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	30

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

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

**Beneficiary:**

Manager Accounts

Uranium Corporation of India Ltd. PO : Jaduguda Mines Dist. : East Singhbhum Jharkhand Pin 832102  
(Uranium Corporation Of India Ltd.)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the

date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. 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 MSE 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 100%(selected by Buyer) percentage of total QUANTITY.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Design Work

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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## Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	180

**Civil Work**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	240

### Crusher Work

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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### Technical Specifications

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	240

### Conveying Work

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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### Technical Specifications

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	240

#### Electrical Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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#### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	240

## Erection Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	330

## Commissioning Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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### Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	365

**Performance Guarantee Parameters Test**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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**Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	1	365

**Final Acceptance And Defect Liability Work**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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**Technical Specifications**



<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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### Buyer Added Bid Specific Terms and Conditions

#### 1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 4. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): Not Required  
Post Receipt Inspection at consignee site before acceptance of stores: Inspection at UCIL site will be final

#### 5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 6. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

## 7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of URANIUM CORPORATION OF INDIA LIMITED payable at State Bank of India Jaduguda/Jamshedpur.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of URANIUM CORPORATION OF INDIA LIMITED payable at State Bank of India Jaduguda/Jamshedpur. 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.

## 9. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# Special Terms Of Contract

### 1. Pre -Qualification Criteria:

**(Bidder must upload scan copy of all the required documents in support of PQC failing which their offer will be rejected.)**

- i. The Bidder should be OEM or Authorised dealer of Cone Crusher. The OEM or its Authorised Dealer should have experience of having successfully completed similar works in India during last seven years ending last day of month previous to the one in which bids are invited as at i(a) or i(b) or i(c) below:
  - i (a) One similar completed work costing not less than Rs 4.48 Crores
  - i (b) Two similar completed works each costing not less than Rs 2.80Crores
  - i (c)Three similar completed works each costing not less than Rs 2.24 Crores.
- ii. The average annual turnover of the tenderer (OEM or Its Authorized Dealer) during the last three financial years shall not be less than Rs. 1.68 crore. Tenderer must also submit copy of balance sheet and profit & loss account of last three financial years ending on 31 March 2022.

Similar system/work mean the work consist of Installation and commissioning of Cone Crusher system of uranium or similar ore, in India with all operating and safety features.

Documentary evidence in the form of Certificates from Clients and Work order copies and completion certificates of similar jobs only specifying the work , contract & completion value, commencement and completion date shall be uploaded & Submitted.

- 2. Working Hours:**-Normal General shift duty from 7.00 A.M. to 5.00 P.M. on all working day(s) (including Sunday & Holidays). A part from that they shall be also allowed to work in A, B, and C shift on all working days or on Sunday & holidays. Contractor should make arrangement of accommodation for minimum manpower in the vicinity of plant to take up the plant emergency job at their own cost however UCIL may provide the suitable quarter on chargeable basis as per availability on request.
- 3. Commencement of work:** - Work will commence within 2 (two) weeks 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 2 (two) days of receipt of the order. Contractor shall submit work commencement letter in duplicate to the Engineer-In-charge, UCIL within 2 (two) days of start of work at site as statutory requirement for onward transmission to the competent authority, Govt. of India, Ministry of Labour, Jharkhand. The work order no. & date as well as name of work must be quoted in all correspondences.
- 4. 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.
- 5. 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.
- 6. Firm Contract Price:-** The Contract Price shall be firm and not subject to any escalation, except in the event of a change in the scope of work or specification or as otherwise provided in the Contract.
- 7. PAYMENT TERMS:-** Turnkey execution of the job covering the design, engineering, manufacture, fabrication, assembly, inspection, shop testing, supply, handling, storage, watch & ward, erection, painting, testing, commissioning of Crushing and Conveying System with accessories including associated electrics & instrumentation and demonstrations of performance guarantee parameters of the crushing circuit.
  - A.** Five percent (5%) of the contract price including GST shall be release on submission &

approval of layout drawings, structural drawings & foundation drawings of facilities and on placement of order for equipment/ items-conveying system, crusher system and fabricated structural items and submission of un-price copy of purchase orders of the same by the contractor and on submission & approval of **Design & Engineering of cone crusher crushing system & conveying system including electrical & instrumentation.**

- B.** Seventy percent (70%) of the contract price including GST shall be released towards progressive payment of the following price schedule components:
- a. Ten percent (10%) of Seventy percent (70%) of the contract price including GST shall be released on pro-rata basis on completion of **Civil & foundation work.**
  - b. Sixty percent (60%) of Seventy percent (70%) of the contract price including GST shall be released on pro-rata basis on receipt of **Crusher with motor & accessories including spares list of Annexure-X as per contract.**
  - c. Fifteen percent (15%) of Seventy percent (70%) of the contract price including GST shall be released on pro-rata basis on receipt of **Conveying system with vibro feeder as per contract.**
  - d. Fifteen percent (15%) of Seventy percent (70%) of the contract price including GST shall be released on pro-rata basis on receipt of **Electrical and instrumentation for complete system as per contract.**
- C.** Ten percent (10%) of the contract price including GST shall be released when the equipment and system are **completely erected, aligned, grouted & checked and connected with the all auxiliaries and upon issue of PAT- preliminary acceptance test certificate.**
- D.** Five percent (5%) of the contract price including GST shall be released upon issue of **commissioning certificate.**
- E.** Five percent (5%) of the contract price including GST shall be released after establishment of **performance guarantee parameters and upon issue of PG Test certificate.**
- F.** Five percent (5%) of the contract price including GST shall be released after successful completion of defect liability period and on issuance of **FAC (Final Acceptance Certificate)** & on satisfactory reconciliation& deduction of LD (if any) and against a "No Claim Certificate" from the contractor.

**8. License for engaging Inter-State Migrant Workmen :-**Contractor shall obtain license under the Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if they engage on any day of the preceding 12 months ( as defined under section 2 (e) of the said act ), 5 or more interstate migrant workmen for execution of the contract. Contractor shall have to submit declaration also, in case they have not engaged interstate migrant workmen.

- 9. Annual Labour Return:**-Contractor shall have to submit a letter of work commencement / completion IMMEDIATELY in duplicate in prescribed format and shall also deposit labour report / annual return in Format No. XXV in the first week of January every year (Format to be obtained from Site Office - Mill) to the Engineer-In-charge, UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.
- 10. Variation in Quantity of items:**-The quantity mentioned under the “schedule of item (s) and quantities” 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 up to the total variation of +10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit.
- 11. Muster Roll:**-The contractor has to submit a copy of the muster roll every week to the Engineer In charge / Site In charge, if required, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment if any, under intimation to the Engineer In charge-UCIL.
- 12. 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.
- 13. Safety Rules & Regulations for contractor’s employees:**-UCIL’s Safety Rules & Regulations for contractor’s employees as given in the Annexure-B 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. UCIL shall provide all necessary safety appliances on chargeable basis to the contractors if they will not provide to their workers for safe execution of work, if found so necessary. 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 provide personal protective equipments before the commencement of work at their own cost during work execution period.
- 14. Site Investigation:** The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal handling and storage of materials, availability of labour, water or similar physical conditions of the site.
- 15.** All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered the standards, the standard practice as may be specified by Engineer shall be final & binding.

- 16.** Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
- 17. Medical Care:** The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor at the site. In serious cases medical facilities of UCIL may be available on chargeable basis.
- 18. Preliminary Acceptance Test (PAT)**
- a) PAT shall comprise idle, no-load tests shall be conducted by the successful tenderer under his sole responsibility. The purchaser will provide skilled operating personnel during the PAT.
  - b) A detailed programme of PAT shall be drawn up by the successful tenderer and shall be subject to the approval of the purchaser. Such programme may be revised and adjusted as may be required by the purchaser during the test run.
  - c) Results of PAT shall be recorded jointly by the successful tenderer and the purchaser.
  - d) On successful completion of preliminary acceptance tests, and liquidation of the defects list, preliminary acceptance certificates shall be issued by the purchaser.
- 19. Successful Commissioning**
- i. Within 60 (sixty) days from the date of issue of preliminary acceptance certificates, the successful tenderer shall start-up and commission the unit in successful manner under his sole responsibility.
  - ii. During the start-up and commissioning, the successful tenderer shall perform the required adaptation, adjustment of the Equipment to demonstrate its production capacity.
  - iii. The purchaser shall provide operating personnel during commissioning who shall work under the instructions and guidance of the successful tenderer.
  - iv. Start-up and commissioning of the unit shall be taken up only when material handling system, electrical power system, inter-plant fluid system and auxiliaries serving the unit as well as the preceding / succeeding plant units are under normal operation and / or feed material is available. The successful tenderer shall rectify the defects observed during commissioning.
  - v. The quantities of starting material and facilities necessary for conducting the commissioning shall be mutually determined by the successful tenderer and purchaser.

vi. During commissioning of the crusher at no load and at full load, performance of all the drive shall be checked in respect of current drawn by the motor, temperature rise, vibration, gear box noise and its heating, bearing heating etc. Consumption of power and consumption of lubricants etc. shall also be measured and compared with the respective rated values.

vii. Commissioning of the unit shall be deemed to be successfully completed, when the total production of 2000 tonne per day for ten (10) days in a span of 15 days time with 95% of the total production meeting the specified quality parameters.

viii. Results of start-up tests and commissioning shall be recorded jointly by the successful tenderer and the purchaser.

ix. On successful completion of commissioning of the unit and its commencement of production commissioning certificate shall be issued by the purchaser within 15 days.

x. The unit shall be taken over by the purchaser when:

a) Commissioning certificate has been issued by the purchaser.

b) The successful tenderer has submitted all final documents in compliance with the provisions of this specification.

c) The successful tenderer has supplied all consumables, change parts, special tools and tackles and commissioning spares.

d) The successful tenderer has met, to the satisfaction of the purchaser, all the observation, if any, contained in the Preliminary Acceptance certificate.

## **20. Performance Guarantee Tests (PG)**

### **i) Performance Guarantee Parameters, acceptance limits with deduction and deduction values**

Sl. No	Parameter	Guarantee Parameters	Acceptance limit with deduction.	Deduction values
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1.	Avg. production capacity (output) avg. of 30 hours production shall be concealed within 7 days of performance test operation.	Avg. production output = 250 tph	Avg. production output = 225 tph	Deduction of 1% of total contract value on every 5 tph decrease of guarantee avg. production capacity of crusher on pro rata basis, limited to 5% of total contract price.
2.	Product sizes: sampling criteria as per mutual agreed interval of avg. of 5 days sample.	90% passing 25 mm screen size.	85% passing 25 mm screen size.	Deduction of 1% of total contract value on every 1 unit (% of passing through 25mm screen) decrease of guarantee parameter value on pro rata basis, limited to 5% of total contract price.

Note:

- a) **Total deduction value for contract under PG Test =sum of deduction value on individual guarantee parameters.**
  - b) **Maximum “Total deduction value” shall be limited to 7.5% of contract value if the deduction value (output capacity + passing production) more than 7.5% than deduction will be restricted to 7.5% for performance test.**
  - c) **The aggregate ceiling of liquidated damages due to delay in completion of facilities and for non-fulfillment of performance guarantee parameters in accordance with the contract shall be limited to 10% (ten percent) of the contract price, excluding GST. Contractor Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.**
- ii) The crusher shall be tested for PG parameters for 7 consecutive days. However, the owner and successful Tender will jointly prepare the procedure to be followed in PG test indicating the period of test.
  - iii) The Performance Guarantee parameters for production rate, consumption and quality of product to be realized on integrated basis along with corresponding Acceptable Limit for each PG parameter and related applicable liquidated damages for non-fulfillment of Performance Guarantee parameters shall be as stated in Table No. below:



Other terms and conditions of PG Test shall be as stipulated in the technical specification & commercial document or as may be mutually agreed in writing by the Purchaser/ Consultant and the bidder .

- iv)** The successful bidder shall supervise for carrying out the operation by the Employer's operation and maintenance personnel under their instruction & guidance Performance Guarantee Test and take full responsibility of the operation during the Performance Test. The Purchaser shall make available on a continuous basis the necessary skilled and qualified operating and maintenance personnel as per the agreed manning schedule as well as the raw materials, off- take of products, utilities services etc. as specified Purchaser shall ensure that its operating and maintenance personnel follow successful Bidder's instructions and guidance during such operation under successful Bidder's responsibility.
- v)** The Contractor shall guarantee that during the performance guarantee test, the Facilities and all parts thereof shall attain the performance guarantee parameters specified in to the Contract Agreement, subject to and upon the conditions specified therein. Upon successful completion of Performance Guarantee Test, the Contractor shall apply to the Employer to issue the Performance Guarantee Certificate. Within 14 days after receipt of Contractor's application the Employer shall issue the Performance Guarantee Certificate.
- vi)** If, for reasons attributable to the contractor the performance guarantee parameters specified to the Contract Agreement , are not met either in whole or in part, the Contractor shall at its cost and expense make such changes , modifications and/ or additions to the Facilities or any part thereof as may be necessary to meet performance guarantee parameters. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/ or additions, and shall request the Employer to allow the Contractor to repeat the performance guarantee test so as to establish the performance guarantee parameters
- vii)** If, for reasons attributable to the contractor, the performance guarantee parameters specified to the Contract Agreement are not attained either in whole or in part, after first campaign of performance guarantee test, the Contractor shall at its own cost make good any deficiencies and the Contractor shall be allowed by the Employer to repeat the performance guarantee tests twice after within two months of first campaign of guarantee test and the Contractor must establish the performance guarantee parameters.
- viii)** In case the Contractor expresses its inability to achieve the performance guarantee parameters but attains above the minimum acceptance level of performance guarantee parameters, as specified to the Contract Agreement, either in whole or in part in spite of repeated performance guarantee tests conducted by the

Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account by encashment of Contractor's Bank Guarantee (s) at the rate specified to the Contract Agreement for the respective items, subject to a maximum of seven and half percent (7.5%) of the Contract Price plus escalation, if any, excluding taxes and duties, in respect of the failure to meet the minimum level of performance guarantees in accordance with the provisions in to Contract Agreement.

- ix)** The Employer shall not reject the plant & equipment after commissioning and achievement of minimum acceptance level of performance guarantee parameters. After successful commissioning and achievement of the minimum acceptance level of performance guarantee parameters, the total liability of the contractor on account of delay and demonstration of maximum PG parameters shall not be more than Liquidated Damages.

In case, even after all possible repairs and replacements the Facilities fail to attain the stipulated level of performance guarantee parameters in the third test conducted, the Employer may at its option reject the Facility and recover the entire cost paid to the Contractor or alternatively the Employer may proceed for commercial settlement with the Contractor for acceptance of the Facilities at the negotiated Price.

In case , the performance guarantee test has not been carried out for reasons attributable to the Employer within a period of six month from the date of commissioning mentioned in Commissioning Certificate , the Contractor shall receive payment towards Performance Guarantee , against Bank Guarantee of equal value to be valid for a period of 12 (twelve) months beyond aforesaid six (6) months period and conducting of the Performance Guarantee Tests and its commercial implications , if any , shall be mutually finalized between the parties . Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor are liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

In case Bank Guarantee is submitted, by the Contractor then the same shall be returned to the Contractor as soon as the performance guarantee test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of twelve (12) months from the date of release of payment against Commissioning Certificate.

## **21. Time schedule**

- i) Time Schedule for completion of basic engineering, detailed engineering, supply of equipment along with civil, structural, fabrication, electrical motors, mechanical and electrical accessories , supply and laying of cable from PDB, earth pit, inspection, assembly shop testing, painting at manufacturer's shop as well as at site after erection, packing, loading and transportation at site, erection, testing and commissioning of the equipment along with auxiliaries for each of the equipment is **12 (Twelve) months** which is binding

on the Principal Contractor.

- ii) The Successful Tenderer will be required to complete the basic engineering design & documents and approval by the consultant /owner within three months from the date of award of contract.
- iii) The Successful Tenderer will be required to complete the detail engineering design & documents and approval by the consultant /owner within three months after the approval of basic Engineering.
- iv) The Successful Tenderer will be required to complete the project with respect to supply, erection and commissioning of plant & equipment within the stipulated period of Nine months from the date of approval of detail engineering by the consultant /owner.
- v) The Successful Tenderer shall be required to submit the Overall bar chart schedule to cover all activities within fifteen days from the date of award of contract.
- vi) The sequence of submission of feed back data, erection instructions and erection drawings and other services by the contractor shall be as per the Time Schedule.

## **22. Liquidated Damages for non-fulfillment of Time Schedule**

### **Performance Guarantees**

- a) **Liquidated Damages for non - fulfillment of Time Schedule**-As per Gem Terms & Conditions.
- b) **Liquidated Damages for non-fulfillment of Performance Guarantee value.**
  - i. Total deduction value for contract under PG Test =sum of deduction value on individual guarantee parameters.
  - ii. Maximum "Total deduction value" shall be limited to 7.5% of contract value if the deduction value (output capacity + passing production) more than 7.5% than deduction will be restricted to 7.5% for performance test.
  - iii. The aggregate ceiling of liquidated damages due to delay in completion of facilities and for non-fulfillment of performance guarantee parameters in accordance with the contract shall be limited to 10% (ten percent) of the contract price, excluding GST. Contractor Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

## **23. Recovery of Liquidated Damages**

Owner may recover the Liquidated Damages payable by the Contractor by making deductions from the bills of the contractor due to him or which may subsequently become due to him under this or any other contract by making deductions from the bills or by encashment of Bank Guarantees, up to maximum percentages as applicable, of the contract price .

Deduction of Liquidated Damages shall in no way relieve the Contractor from any of its contractual obligations to complete the project or from any other obligation and liability of the contractor under the contract.

## **24. SERVICES DURING THE WARRANTY PERIOD**

After sales services during the warranty period i.e. after completion of PG test and handing over of the all assets to client is covered in the scope of work. This should ensure one year trouble free operation of cone crusher with full functional responsibility of OEM for all system equipments.

The purpose of this is to ensure that the Customer's equipment is effectively maintained and adjusted to best suit the Customer's specific product output requirements and to ensure that the equipment's highest operational performance levels are met. This will be achieved through service inspections of the equipment by the Original Equipment Manufacturer (OEM).

During the Inspections, the following tasks will be performed:

- i. Observation of the equipment in operation to identify performance parameters.
- ii. Analysis of output product (capacity, size distribution etc.)
- iii. Compile recommendations for adjustments, modifications, maintenance etc.
- iv. Supervise adjustment, modification and maintenance tasks if they can be performed during the Inspection period.
- v. Failure analysis for any maintenance activities previously carried out.
- vi. Ensure trouble-free operation of the equipment.
- vii. Advise on modifications that can be carried out if the Customer requests an increase in the capacity of the system.
- viii. Reduction of the life-cycle maintenance costs through advisement of optimum change-out situations of wearing components.
- ix. Inspection of the spares inventory at the site to ensure that constant spares levels are maintained.

- x. Any further specialist services that the Customer may request.

The equipment being inspected consists of all crusher system. The OEM should provide minimum four (4) Inspections per year, at intervals of approximately three (3) months. Each Inspection shall be performed by one qualified OEM Service Technician. The full report of equipment condition and spare part must be submitted during each visit.

In addition to periodical inspection of equipments by OEM, contractor shall attend any breakdown calls during the warranty period within 24 hours.

**25. GUARANTEE / WARRANTY (DEFECT LIABILITY PERIOD): 12 Months**

**26. PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD:**

The equipment shall be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning and handing over. In case of defects if any, the defects shall be rectified at free of cost on “free at our site” basis within one month of information of the defect. In case of delay in attending the defect as stipulated above, the defect liability period shall get automatically extended.

## Disclaimer

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

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

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

**---Thank You---**