



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5702079  
Dated/दिनांक : 09-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	170 (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	Canteen Service - Employee Welfare Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
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, Certificate (Requested in ATC), 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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	18358330.55

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	183583

#### 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 - Accounts Works  
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO  
(Uranium Corporation Of India Limited)

#### 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. 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 - [1734070279.xlsx](#)

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

**Annual Turnover and Profit Requirement:**As mentioned in ATC

**Number (up to 100%) of service provided in the past year to government agencies with minimum footfall.:**As mentioned in ATC

**Number (Up To 100%) Of contracts executed with business revenue of not less than xxx in A Single Contract To A Government Agency In The Past Three Years:**As mentioned in ATC

**Minimum Years (Up To 5 Years) Of Experience in Related Field:**As mentioned in ATC

**Geographic Presence In States:**As mentioned in ATC

**Canteen Staff:**[1734070335.pdf](#)

**Distribution/ Serving Style:**[1734070399.pdf](#)

**Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc):**[1734070768.pdf](#)

**Menu Items:**[1734070840.pdf](#)

**Scope of Work:**[1734070921.pdf](#)

**Canteen Service - Employee Welfare Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) ( 1500 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Diet	Vegetarian
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages

Specification	Values
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	7 days a week
Cooking Equipments	To be provided by Service Provider
Essential Crockery	To be provided by Service Provider
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelves Required	Yes
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Canteen Start Time	6:00 AM
Canteen End Time	11:59 PM

**Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1500	<ul style="list-style-type: none"> <li>Total Canteen Space (in Sqft) : 6000</li> <li>Duration in Months : 12</li> <li>Working Days in a Month : 30.41</li> </ul>

## 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. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
JADUGODA

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

### 4. Forms of EMD and PBG

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

URANIUM CORPORATION OF INDIA LIMITED  
Account No.  
33135840169  
IFSC Code  
SBIN0000227  
Bank Name  
STATE BANK OF INDIA  
Branch address  
JADUGODA

. 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. 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  
JADUGODA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

URANIUM CORPORATION OF INDIA LIMITED  
Account No.  
33135840169  
IFSC Code

SBIN0000227  
Bank Name  
STATE BANK OF INDIA  
Branch address  
JADUGODA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**7. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER ADDED BID SPECIFIC ATC IN GEM**

**CANTEEN SERVICE (PO MILL), JADUGUDA**

**EMPLOYEE WELFARE MODEL**

**(12 months)**

Preparation, Supply and Serving of Eatables (Breakfast /Lunch/Dinner /Snacks /Tea) including the distribution of Night Shift Packet and the transportation and serving of eatables at the extension counter of Jaduguda Canteen Mill

ATC No: UCIL/PO (MILL)/CANTEEN/NIT-12/2024, Date: 13/12/2024

**NOTICE INVITING TENDER**

Open tender in prescribed format and manner are invited in GEM Portal from bonafied, reliable and resourceful contractors fulfilling the prescribed pre-qualification criteria for execution of the following work.

**A. Particulars of the Work**

1. Full details, terms & conditions and specifications of works will be available in the NIT document.

Name of the work:	Preparation, Supply and Serving of Eatables (Breakfast /Lunch/Dinner /Snacks /Tea) including the transportation and serving of eatables at the extension counter of Jaduguda Canteen Mill.
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Estimated value of work	<b>₹ 1,83,58,330.55/-</b> (Say ₹ One Crore, Eighty Three Lakhs, Fity Eight Thousand, Three Hundred and Thirty One only)
Completion Time	<b>01 (One) year</b>

**B. Cost of Tender Document, Earnest Money Deposit (EMD) & SD**

EMD to be deposited with tender	<b>₹ 1,83,583.30/-</b> (Say ₹ One Lakh Eighty Three Thousand Five Hundred and Eighty Three Only)
Security Deposit	<b>10% of the awarded value of work.</b>

**C. Pre-Qualification Criteria (PQC)**

The Pre-Qualification Criteria for this tender are as follows. The bids of Contractor which do not fulfill the Qualifying Criteria shall be summarily rejected.

<b>PQC - 1</b> (Financial Capability)	The bidder should have average annual financial audited turnover during the last 3 years, ending 31st March of the previous financial year (2023-24, 2022-23 and 2021-22), should be at least 30% of the estimated cost i.e. 30% of <b>₹ 1,83,58,330.55/-</b> equals to <b>₹ 55,07,499.17/-</b> .
<b>PQC - 2</b> (Experience) Submit Documentary Proof	<p>The bidder should have experience of having successfully completed similar works during the last seven years ending the last day of month previous to the one in which the applications are invited should be either of the following.</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. 40% of <b>₹ 1,83,58,330.55/-</b> equals to <b>₹ 73,43,332.20/-</b>. [ OR ]</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. 50% of <b>₹ 1,83,58,330.55/-</b> equals to <b>₹ 91,79,165.28/-</b>. [ OR ]</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. 80% of <b>₹ 1,83,58,330.55/-</b> equals to <b>₹ 1,46,86,664.40/-</b>.</p> <p>Similar Work means “experience of having run the catering services in any reputed / known institutions or organization during the last seven years. (Institutions / organization means the running of the Canteens / mess of government departments/ companies / guest houses for officers/staff and officer trainees).” The bidder must attach completion certificate [ Period i.e. Start Date, End Date, Amount in Rs.) of work executed during the mentioned period] for each work.</p>

<p><b>PQC - 3</b> Establishment Registration</p>	<p>The bidder should have either of the following NATIONAL INDUSTRY CLASSIFICATION CODE(S) in UDYAM Registration Certificate -</p> <ol style="list-style-type: none"> <li>1. 56292-Operation of canteens (e.g. for factories, offices, hospitals or schools) on a concession basis or</li> <li>2. 56210-Event catering or</li> <li>3. 78300-Human resources provision and management of human resources functions or</li> <li>4. 56101 - Restaurants without bars</li> </ol>
<p><b>PQC - 4</b> Food License</p>	<p>The bidder should have a valid License on starting date of the Bid under Food Safety and Standards Act, 2006.</p>
<p><b>PQC - 5</b> Geographic Presence (PAN India)</p>	<p>Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered anywhere in India. If the bidder is located outside Jharkhand State, then the bidder should submit the declaration that the bidder [If awarded the GEM Order by UCIL] will have to open Office within the vicinity of the UCIL Office Premises for smooth operations. [Mandatory Document].</p> <p>Documentary evidence on Geographic Presence must be provided in the form of following documents, which satisfies as a proof of having the office Establishment.</p> <ol style="list-style-type: none"> <li>(i) Landline phone number bill for last one year in the name of the Firm or</li> <li>(ii) Electricity bill for last one year in the name of the Firm or</li> <li>(iii) GSTIN registration or</li> <li>(iv) Udyam/MSME/Udyog Aadhaar Certificate or</li> <li>(v) ESI registration, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.</li> </ol>
<p><b>PQC - 6</b> Undertaking Letter from Service Provider</p>	<p>Party should submit an undertaking letter (As per Form given at ATC as "<b>PQC-6 UNDERTAKING</b>") confirming the offered and uploaded value in TENDER is as per A TC/NIT terms and condition (i.e. Total Item menu cost + Default - Manpower cost + Night Shift Snack Packet). In absence of which the offer will be liable to be rejected at any stage of tender.</p>

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**NOTE:-**



- 1) Bidder must submit all the required information and scan copy of all the required documents in support of PQC failing which their offer will liable to be rejected.
- 2) Regarding PQC-1: Audited balance sheet and profit & loss statement shall be submitted as a documentary proof of turnover by Chartered Accountant with ITR receipts during the period.

## **FILLING UP THE TENDER FORM**

1. Rates - The Contractors are required to quote the rates against all items of the schedule of Quantities in words and figures clearly; failure in this respect is liable to render the tender incomplete. The incomplete tenders may be rejected.
2. The Contractor shall submit along with the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, condition of contract etc. or Schedule of Quantities is required, the same can be obtained by the Contractor's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.
5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each items of the work. The quantities shown therein an approximate only, being given as an indication of the scope of the work in accordance with his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it the rate stated for the particular item of work, subject only to any adjustments that may be provided for in the General Conditions.
7. The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenders without having been so filled in, and complete he shall request the Corporation to have this done before he complete and delivers his tender.
8. The Contractor shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time specified in the contract. In compliance with this, the Contractor shall along with tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year the proceeding the year in which the tender shall be submitted and Income Tax for the latest years.
9. Each of the tender document is required to be signed by the person or persons submitting the tender in his/their hand-writing in taken of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specification, Special Conditions etc. As laid down. Any tender with any of the documents not so signed will be liable to rejection.
10. The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the Contractor. Over-writing of figures is not permitted to comply with any of these conditions will render the tender invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained.
11. Item rates should be submitted in duplicate and the 2<sup>nd</sup> copy shall necessarily be Xerox/Carbon copy of the original copy duly signed by the Contractor.

## **Party/Contractor/Bidder Criteria**

If successful bidder is having meeting any one criteria among below then the offer/ tender/ work order will be rejected immediately -

1. If qualified bidder will be employee of UCIL
2. If qualified bidder will be relative of UCIL employee
3. If found that the contract has been subcontract to any third party /UCIL employee
4. The qualified bidder only should run the canteen till completion of contract period including extension if any.
5. The qualified bidder should attend all the Canteen Managing Committee meeting of UCIL without fail.
6. The bidder should have a valid Food License on starting date of the Bid under Food Safety and Standards Act, 2006 and the successful bidder should have valid Food License for the full tenure of the contract otherwise contract is liable to be terminated.

### **D. ONE BID PER BIDDER**

As per General Terms and Conditions on GeM 4.0 (Version 1.12) dated 16th August 2023 [Clause No. 29], a Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one units should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format Whereby,

A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country. A person shall be deemed to have bid in a partnership format or in association of person's format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

A person shall be deemed to have bid in a company format if the person holds:

- i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- iii. Holds more than 10% (ten percent) of voting share capital in and /or
- iv. is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the UCIL towards bidding process and in the scrutiny & evaluation of bids.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

#### **E. PRE-BID CLARIFICATION**

In the event of any doubt regarding the terms & conditions/ formats, the bidder may seek clarification from Additional Manager (Pers.)/Assistant (Admin.), UCIL Jagduguda, in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 2 days before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.

#### **F. Publication of Corrigendum**

1. Any corrigendum to the above tender shall be published in company (i.e. UCIL) website and GeM website. Bidders are advised to visit website regularly to keep themselves updated of any change/modification in the tender, if any.

#### **G. Procedure for Bidding**

1. Bidder should upload the filled forms of ATC
  - a. Section-1(A)-Table-07
  - b. Section-1(B)-Table-08
  - c. Section-1(C)-Table-09
  - d. Section-1(D)-Table-10
  - e. Section-II-Table-11

*Bidder must submit all the required information in detailed and scan copy of all the required documents are to be uploaded in the GeM portal in support of above.*

2. Bidder/Service Provider should upload the Food breakup along with Default Manpower value and total should be equal to the offered value of tender.

3. Bidder/ Service provider has to quote/offer final (Food Items + Default Manpower) figure in the Gem Portal with the cumulative value of both " Item Menu Cost" & "Manpower default & Night Shift Packet Cost" (i.e. Table -12(A-1 & A-2) & Table 12(B) of " Price part") including all taxes.
4. The Bidder/ Service provider has to upload the document showing the grand total cost with breakup of both "Menu item cost" & "Default Manpower & Night Shift Packet cost" (As per prescribed Table-12(A-1 & A-2) & Table 12(B) in the "Price Part"), while submitting the financial offer the same will be visible in Gem portal to buyer after opening the financial bid.
5. The final figure which is visible in the GeM Portal will only be considered as final against both heads i.e. "Menu item cost" & "Default Manpower & Night Shift Packet cost" for evaluation purpose.
6. All the prices are to be quoted in INR and should include both "Item menu cost" & "Default manpower & Night Shift Packet cost" inclusive of all taxes.

During bidding, the bidder may ensure to submit & upload the following documents at GeM portal.

Sl. No.	Description of Documents to be Uploaded	Type of Document
(i)	<b>Scan copy of the</b> 'originally downloaded tender document duly signed in with seal by the authorized signatory in all the pages'.	<b>Part - I: Techno-Commercial Proposal</b>
(ii)	<b>Scan copy of the</b> supporting documents establishing the fulfillment of the Pre-Qualification Criteria (PQC) duly signed in with seal by the authorized signatory in all the pages.	
(iii)	<b>Scanned copy of other credentials</b> as per the tender document and instructions contained in the ATC duly signed in with seal by the authorized signatory in all the pages.	

(iv)

Filled in Price Format (**i.e. Both Table 12(A-1 & A-2) & Table 12 (B)**) [downloaded from the web page in (.xls) format sheet without changing the File Name & File Type (**Duly Read, Accept, Filled, Signed and Stamped**) to be uploaded in (.pdf) format only] as per the instructions contained in the web page. Kindly ensure that filled price format **Table 12 (B)** should be thoroughly read, checked, accepted, filled, signed and stamped by bidders and there will no acceptance of change in filled price format after opening price bid by UCIL.

Note - **Filled Table 12(A-1 & A-2)** by **UCIL should not be edited/changed** in Filled in Price Format by bidder, basis the compliance of statutory manpower cost and insurance coverage and night shift snack packet, which is to be uploaded in (.pdf) in Price Part-II Format against the bid.

If in uploaded Price Format (.pdf) **Filled Table 12(A-1 & A-2) as provided by UCIL in Price Bid Format** found to be **edited/changed** by the bidder, UCIL will reject the bidder.

Part - II:  
**Price Proposal**  
**(i.e. Both Table 12(A-1 & A-2) & Table 12 (B))**

7. The bidders must quote for all the items (i.e. Table 12 (B)) of work without which their bids will be rejected.
8. Tenders received without Cost of Tender documents and Earnest Money Deposit (If applicable as per GEM T&C) shall be rejected.
9. Buyer Added Bid Specific ATC - Buyer Added text based ATC clauses as mentioned in the bid document should be READ, ACCEPTED, STAMPED and DULY SIGNED by authorized signatory of the bidder and the same duly stamped and signed documents needs to be uploaded against the bid.
10. The originals/hard copies/payment through RTGS against Earnest Money Deposit (EMD) shall be submitted through Courier/Speed Post in sealed envelope addressed to **Additional Manager (Pers.), Personnel Department, UCIL, Jaduguda, PO: Jaduguda, Dist: East Singhbhum, Jharkhand - 832102** super-scribed with (i) 'GeM Bid No.', (ii) 'Name of the Work', and (iii) 'Closing date for submission of bids' so as to reach us on or before the due date and time fixed for the opening of the bids failing which the bid of the concerned party shall be rejected.

Sl. No.	Description of the Original Document to be Submitted
(i)	Original ' <b>Demand Draft (s)</b> '/RTGS /Copy of the MSE's as applicable towards the ' <b>Earnest Money Deposit (EMD)</b> ', if it is not exempted.

(ii)

**'Questionnaire-cum-Undertaking to be Filled Up by the Contractor' as per above clause at " E. Procedure for Bidding"**

1. In case organization is registered with MSE, proper and valid documentary proof shall be uploaded at GeM portal for exemption from submitting E.M.D. Kindly note that if these documents are not submitted with the Bid /Tender Documents by MSE Bidder /Contractor their Bid /Tender shall not be entertained and shall be treated as rejected.
2. Bids not submitted through GeM Portal will be rejected.
3. Bids not submitted as per the tender specified format (As per prescribed Table-12(A) & Table 12(B) in the "Price Part") will also be summarily rejected.
4. *At any point of time* The Corporation reserves the right to accept or reject any or all tenders either in full or in part, or split up the work, or regroup the packages among more than one bidder, if necessary, without assigning any reasons whatsoever.

**Quoted / Offered final rates includes all the following [Includes Default - Manpower Cost Item & Night Shift Snack Cost and Menu Cost to be quoted and all other overhead and miscellaneous expenses as mentioned below]**

The total offered item wise rate amount towards Preparation, Supply and serving of eatables (for Breakfast /Lunch /Dinner /Snacks /Tea) at Mill canteen as per the specifications should include the cost of all the following elements:

- (a) Default Manpower Cost as mentioned by UCIL in Table 12 (A-1) of uploaded Price Format, including all statutory payments like PF, ESIC, Bonus, Leave with Wages and Overtime (If Any) any applicable statutory payments comes in near future etc. Overtime payment will not be borne by UCIL and to be borne by the contractor
- (b) Default Night Shift Packet Cost as mentioned by UCIL in Table 12 (A-2) of uploaded Price Format
- (c) Cost of all Menu Items to be quoted by Bidder in Table 12 (B) of uploaded Price Format to be provided by bidder
- (d) Cost of all Dress Code (DC) of Contractor workers as mentioned in the bid document to be quoted by Bidder in Table 12 (B), which includes purchase of uniform and aprons of contractor workers of uploaded Price Format to be provided by bidder
- (e) Cost of all Cleaning Item of Contractor workers as mentioned in the bid document to be quoted by Bidder in Table 12 (B) of uploaded Price Format to be provided by bidder
- (f) Profit of the bidder
- (g) GEM Transaction Charges
- (h) All applicable taxes
- (i) Labor License, if applicable
- (j) Police Verification Charges
- (k) Transportation Cost (Covered Vehicle) including food transportation between Mill canteen to Mines Canteen & viz-a-viz, from market.
- (l) Medical Examination of all contractor workers as per prescribed rules and format as applicable to canteen contractual employee.
- (m) Total charges towards providing industrial cooking gas from gas agency and maintenance of allied items, consumables, spares, tools & tackles used in canteen.

(n) Total charges towards overhead, miscellaneous expenses etc. (If any).

## **H. SUBMISSION OF TENDER**

All the required documents as mentioned above in DOCUMENTS REQUIRED TO BE UPLOADED IN GEM PORTAL shall be stamped & signed by the competent person of the firm/company on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their tender. Bids submitted by any other mode will not be accepted and will be summarily rejected.

Bid should be submitted at the portal in two parts as below.

1. Un-priced techno-commercial bid (Part - I)
2. Price bid (Part - II)

The un-priced techno-commercial bid shall contain all details along with the supporting documents scanned and uploaded by the bidder in GEM Portal as per the requirement as mentioned above without indicating price quote. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process. The bidders should not submit abnormally low bid i.e. bid price appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price.

## **I. SHORTFALL DOCUMENTS (SEEK CLARIFICATIONS in GEM Portal)**

During evaluation, UCIL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given via GeM Portal asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which preexisted at the time of the bid opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion / performance certificate, the certificate can be asked for and considered. However, no new work order shall be asked for so as to qualify the bidder.

The eligibility is decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are 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-C

riteria 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 documents should not be issued subsequent to last date of receipt of tender as mentioned in the bid document.

c] The bidder submitting additional documents has submitted EMD and tender cost as prescribed in bid document.

**J. LAWS GOVERNING THE CONTRACT:**

This Contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand within the ordinary Civil Jurisdiction of the competent courts in the district of Singhbhum (East).

**K. CAPACITY OF THE BIDDER**

**1. TECHNICAL CAPACITY**

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

**2. LEGAL CAPACITY**

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

**3. AUTHORITY OF PERSON SIGNING DOCUMENTS**

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

**4. ARRANGEMENT OF TENDER DOCUMENTS**

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

**L. PRICE PART**



The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in GEM Portal. The bidders should not submit abnormally low bid i.e. bid price appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price.

#### **M. Opening of Bids**

1. Tenders (only the Technical Proposals) will be opened on due date and time as per mentioned in GeM Portal.
2. Tenders not fulfilling the specified technical specifications will be rejected.
3. The technically qualified bidders will be only consider for opening of Price Part in GeM.
4. The price parts quoted in the format other than tender specified is also liable for rejection due to ambiguity in evaluation. (UCIL has the right to reject the price bid even after their bid is technically qualified).
5. It is reminded once again to the service provider should also upload the default manpower cost in their offer considering tender specified default manpower while bidding because the estimate is inclusive of manpower wages, PF, Bonus etc. The final cost visible in the Gem portal is inclusive of both ("Total Item menu cost" & "Default manpower cost" inclusive of all taxes).
6. If any bidder quotes for any higher/ lower "manpower cost" apart from the tender specified "Default manpower cost", UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation.(UCIL has the right to reject the price bid even after their bid is technically qualified).
7. If any bidder quotes the price in the formats other than specified Performa in the tender (i.e.. as per prescribed Table-12(A-1 & A-2) & Table 12(B) in the "Price Part") then UCIL will reject/ not consider the respective bidder's price part to avoid the ambiguity in evaluation.(UCIL has the right to reject the price bid even after their bid is technically qualified).
8. Overall (Total Item Menu cost + Default - Manpower & Night Shift Packet cost) Lowest (L1) amount will be considered as L1 price and L1 Bidder.
9. Only bidding through GeM portal will be accepted. No other modes are accepted.
10. If any service provider is submitting their offer only for food menu cost without Default manpower & Night Shift Packet cost then UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation, (UCIL has the right to reject the price bid even after their bid is technically qualified).
11. If any service provider is submitting their offer only default manpower cost without food menu cost then UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation, (UCIL has the right to reject the price bid even after their bid is technically qualified).
12. If any service provider is submitting their offer deviating the default manpower cost then UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation, (UCIL has the right to reject the price bid even after their bid is technically qualified).
13. If any Bidder/Service Provider's offered & visible value in GeM portal is not matching with uploaded total value of "Default Manpower cost" then UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation, (UCIL has the right to reject the price bid even after their bid is technically qualified).
14. Any additional financial figures, which are not reflecting in the Gem portal offer (at any stage), are not accepted post offer addition by the corporation. And also UCIL will reject/ not consider the respective bidder's price part to avoid the ambiguity in evaluation (UCIL has the right to reject the price bid even after their bid is technically qualified).
15. The final offered and visible value in Gem portal should be inclusive of all taxes and Levies including applicable GST. Failing which UCIL will not consider the respective bidder's price part to avoid the ambiguity in evaluation, (UCIL has the right to reject the price bid even after their bid is technically qualified).

#### **N. FINALIZATION OF TENDER**

The L1 bidder shall be the bidder having the lowest total Offered Price amongst the techno-commercially acceptable bidders. In case price quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.

**O. CONFIDENTIALITY**

Bidder shall note that all data / specification enclosed with Tender document getting uploaded in GEM Portal are confidential. The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002, as amended from time to time.

**P. Criminal charges against violating Bidders(s)/ Contractors(s) / Sub-contractors(s)**

If UCIL obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if UCIL has substantive suspicion in this regard, UCIL will inform the same to the Chief Vigilance Officer.

**Q. UCIL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

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

**R. Questionnaire-cum-Undertaking to be Filled Up by the Contractor**

The questionnaires given in the **Annexure - 1** need to be filled up by the Contractor and to be uploaded for bidding.

**Annexure- 1**

**A. Questionnaire-cum-Undertaking to be Filled up by the Contractor**

**(Table-7)**

<b>SECTION: I-A</b>		
<b>Note:</b> The Contractor has to fill up the remarks as applicable		
<b>Description</b>		<b>Remarks</b>
Full Name of the Bidder		
1. Bidder's Address	Name	
	Address for Correspondence	
2. Bidder's Telephone /Fax /E-mail	Telephones	
	FAX	
	E-mail	
3. Bidder's Telephone /Fax /E-mail	Authorization Given (Yes /No)	

4. Authorization for signing the Tender Document on behalf of the Contractor	Name of the Authorized Person	
	Designation of the Authorized Person	
	Address of the Authorized Person	
	Mobile Number of the Authorized Person	
	E-mail Address of the Authorized Person	
	Copy of Authorization (Uploaded /Not Uploaded)	
	Have you given Power of Attorney Given to the Authorized Person? <b>(Yes /No)</b>	

**(Table-8)**

<b>SECTION: I-B</b>		
<b>Note:</b> The Contractor has to fill up the remarks as applicable		
Description		Remarks
1. <b>Validity of the Offer (In Months)</b> <b>Note: The minimum period of validity of the offer must be for ONE YEAR without which the tender shall be considered as rejected.</b>		
2. Signed Original Copy of the Tender Document	All pages of Original Tender Document <b>(Signed /Not Signed)</b>	
	All pages of Original Tender Document <b>(Uploaded /Not Uploaded)</b>	
3. Cost of Tender Document	Scan copy of the instrument of payment of the Cost of Tender Document <b>(Uploaded /Not Uploaded)</b>	
	Original instrument of Payment of the Cost of Tender Document <b>(Submitted /Not Submitted)</b>	
4. Earnest Money Deposit (EMD)	Have you uploaded the scanned copy of the instrument of payment of EMD? <b>(Yes /No)</b>	

	Have you uploaded the scanned copy of the instrument of payment of EMD?( <b>Yes /No</b> )	
	If you have not uploaded the scanned copy of the instrument of payment of EMD, then are you an MSE?( <b>Yes /No</b> )	
	If registered as an MSE, then do you fulfill the exemption criteria for payment of EMD?( <b>Yes /No</b> )	
	If yes, then have you uploaded the certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit uploaded? <b>(Yes /No)</b>	
5. Account to which payments shall be made against R.A. Bills / EMD is to be refunded (In case of unsuccessful bidding)Details of Bank	Name of the Bank	
	Name of the Branch	
	IFSC Code of the Branch	
	Type of Account (Savings /Current)	
	Account Number	

**(Table-9)**

<b>SECTION: I-C</b>		
<b>Note:</b> The Contractor has to fill up the remarks as applicable		
<b>Description</b>	<b>Remarks</b>	
1. GST Registration Details	Do you have GST Registration?( <b>Yes /No</b> )	
	If yes, have you uploaded the scanned copy of GST Registration?( <b>Uploaded /Not Uploaded</b> )	

	If yes, have you uploaded the proofs of payment of GST for the period last one year? <b>(Uploaded /Not Uploaded)</b>	
2. Permanent Account Number (PAN) for Income Tax	Do you (bidder) have Permanent Account Number?	
	If yes, have you uploaded the scanned copy of Permanent Account Number for Income Tax <b>(Uploaded /Not Uploaded)</b>	
3. Income Tax Return for Last Three Years (Assessment Year)	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year of last three years <b>(Uploaded /Not Uploaded)</b>	
4. Provident Fund Registration	Do you have Provident Fund Registration? <b>(Yes /No)</b>	
	If yes, have you uploaded the scanned copy of Provident Fund Registration? <b>(Uploaded /Not Uploaded)</b>	
5. Certificate /proof of registration of the hotel / restaurant /catering Services registered under Shops & Establishments Act on Starting Date of the Bid  <b>Note:</b> · Refer to PQC-3 · Fill up if applicable	Registration Number, if available	
	Date	
	Certificate Enclosed /Not Enclosed	

**(Table-10)**

<b>SECTION: I-D</b>		
<b>Description</b>	<b>Amount in ₹</b> <b>[Remarks</b> <b>(The Contractor has to fill up the remarks as applicable)]</b>	
1. Annual Financial Audited Turnover, Rs Lakhs  <b>Note:</b> · Refer to PQC-1 · Fill up if required.	2023-24	
	2022-23	
	2021-22	

Average Turnover of the above Three Years (in Rs.)

**Table-11**

<b>SECTION: II</b>		
<b>SL No</b>	<b>Query</b>	<b>Reply</b>
1. Experience <b>Note:</b> · Refer to PQC-2 (i) · Fill up if required.	Do you have experience of having completed similar work during the last seven years ending the last day of month previous to one in which the applications are invited. Similar Work means 'Preparation, supply and service of eatables (breakfast, lunch snacks, dinner) at any Government Departments, or Govt. Autonomous bodies, or Educational Institution, or Public Sector (Central or State) or any Private Institution?( <b>Yes /No</b> )	
	If yes, have you uploaded the scanned copy of the Work Orders and Completion Certificates for each work? <b>(Uploaded /Not Uploaded)</b>	
	If yes, have you uploaded the scanned copy of the Work Order for each work?( <b>Uploaded /Not Uploaded</b> )	
2. Establishment registration <b>Note:</b> · Refer to PQC-3 · Fill up if required.	Do you own a valid NATIONAL INDUSTRY CLASSIFICATION CODE(S) as per UDYAM Registration Certificate?( <b>Yes /No</b> )	
	If yes, then have you uploaded the scanned copy of the UDYAM Registration Certificate? <b>(Uploaded /Not Uploaded)</b>	
3. Food License <b>Note:</b> · Refer to PQC-4 · Fill up if required.	Do you hold a valid License under Food Safety And Standards Act, 2006 on Bid starting date( <b>Yes /No</b> )	
	If yes, then have you uploaded the scanned copy of the above License?( <b>Uploaded /Not Uploaded</b> )	
	If yes, please mention the License No. & Date.	

PQC-6 - UNDERTAKING - SELF DECLARATION OF ONLINE SUBMISSION IN GEM PORTAL BY BIDDER

<PARTY LETTER HEAD>

To

URANIUM CORPORATION OF INDIA LIMITED

JADUGUDA

We <Party Name & Address> hereby undertaking & certifying that -

1. I / We \_\_\_\_\_ have read the bid document attached in the applied bid hereto containing the Terms and Conditions and agree to abide by such conditions.
2. I fully understand and abide by the tender conditions. If found successful I will sign it as an agreement without seeking any change.
3. I / We hereby submit copy of the Bid document duly read, understood and signed online in GEM Portal and given my free consent after reading and understanding the Terms and Conditions.
4. I/We understand that the submission of offers / bids does not guarantee awarding of contract.
5. I/We have submitted my offered value as total of (Total Menu Item cost + Total Default manpower + Night Shift Packet cost)
6. I/We uploaded both total cost (Total Menu Item cost + Total Default manpower + Night Shift Packet cost)
7. I/We [If awarded the GEM Order by UCIL] will have Office within the vicinity of the UCIL Office Premises for smooth operations.
8. I / We further understand that in case of any information submitted by me / us being found to be incorrect, UCIL will have the right to summarily reject the bid, cancel the awarded contract (If any) or revoke the same at any time with forfeiture of EMD (Wherever applicable) /Security Deposit including debarment for a period of 1 year at any time without assigning any reason whatsoever. UCIL may also initiate criminal action as contemplated under the

- provision of IPC for submission of wrong/fraudulent documents.
9. In case of acceptance of Bid by the UCIL, I / We undertake myself / ourselves to execute the awarded contract without seeking any change within the time frame stipulated by UCIL and to commence the work as per the terms and conditions failing which, I / We shall have no objection to the forfeiture of full Earnest Money Deposit (EMD) (Wherever applicable)/ Security Deposit, deposited by us with UCIL, Jaduguda in addition to other penalties specified under the terms and conditions of the bid document.
  10. UCIL and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
  11. We voluntarily agree that the Courts situated at Jharkhand will have exclusive jurisdiction in relation to any disputes under the bid document and tender evaluation.
  12. I/ We are Company/ Partnership Firm/ Proprietorship firm/Individual (please tick as applicable.)
  13. I/ We are not debarred / blacklisted by UCIL or by any PSUs/Govt. Organizations or any organizations where I/we have worked in my previous assignments.
  14. I / We do hereby confirm that I / We have the necessary authority and approval and submit this bid.
  15. I/We hereby confirm that if I/We fail (default) to pay statutory payment that is minimum wages, Bonus and Provident Fund to my contractor workers within the scheduled date for second instance, UCIL shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at Contractor's risk and cost including blacklisting procedure that is UCIL will carry out the incomplete work by any means at the risk and cost of the Contractor by taking out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.
  16. I/We will not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of UCIL. In the event the Contractor contravenes this condition, UCIL reserves the right to reject the work and complete the same at Contractor's Risk and Cost that is UCIL will carry out the incomplete work by any means at the risk and cost of the Contractor by taking out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.
  17. If my undertaking is becoming wrong then my tender can be cancelled by the buyer at any point of time.
  18. All the data and information as furnished in this proposal are correct and true covered by our formal proposal no. \_\_\_\_\_, dated \_\_\_\_\_.

**VERIFICATION:**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ year, that the contents of the above undertaking are true and correct to my personal knowledge, no part is false and nothing material has been concealed there from.



Signature of the Bidder

Name:

Designation:

(Seal of the Company)

-  
-  
-  
-  
-  
-  
-

**SPECIAL NOTE FOR BIDDERS/ SERVICE PROVIDERS DURING QUOTING THE PRICE PART:**

1. Bidder/ Service provider has to quote final figure in the Gem Portal with the cumulative value of both "Item Menu Cost" & "Default Manpower & Night Shift Packet Cost" [i.e. Table -12(A-1 & A-2) & Table 12(B) items including all taxes, after reading all the terms and conditions as mentioned in the bid documents and related documents related to the bid].
2. The Bidder/ Service provider has to upload the document showing the grand total cost with breakup of both "Menu item cost"& "Default Man power & Night Shift Packet Cost" (As per prescribed Table-1 2(A-1 & A-2) & Table 12(B) in the"Price Part"), while submitting the financial offer the same will be visible in Gem portal to buyer after opening the financial bid.
3. The final figure which is visible in the GeM Portal will only be considered as final against both heads i.e. "Menu item cost"& "Default Man power & Night Shift Packet Cost for evaluation purpose.
4. Overall L1 amount will be considered as L1 price.
5. If any bidder quotes the price in the format other than specified in the tender then UCIL will reject/ not consider the respective bidder's price part to avoid the ambiguity in evaluation. (UCIL has the right to reject the price bid even after their bid is technically qualified).
6. Also, If any bidder/ Service provider has quoted abnormally low than our estimation and there by unable to provide the proper justification in the financial breakup, then their price bids may be liable for rejection (UCIL has the right to reject the price bid even after their bid is technically qualified)
7. If any bidder's/ Service provider's price part is rejected, then the next successful lowest quoted bidder's price part will be considered for evaluation. This process will be continued till the bidder accepts their quoted and visible price includes all the cost of "Menu item cost"& "Default Manpower & Night Shift Packet Cost"
  8. Party should also upload the default manpower cost while bidding because the estimate is inclusive of manpower wages.
  9. While considering the offer only default manpower cost will be accounted.

**Awarding of tender:**

- 1) Final Order/contract will be awarded to the overall lowest and Successful L1 Bidder after evaluation.
- 2) Order will be placed on a single bidder who had quoted lowest grand total amount including both "Menu item cost" & "Default Manpower &

Night Shift Packet Cost” and stood at overall L1 in Gem portal.

**A. PRE CONTRACT INTEGRITY PACT**

**1.0. General**

-  
This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on ...  
..... day of the month of ..... year ..... between Uranium Corporation of India Ltd (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. .... (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item ) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### Commitments of the BUYER

- 1.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2.** The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3.** All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER and full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract.

act process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2.0. Commitments of BIDDERS**

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

- 2.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 2.3.** The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.4.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.5.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.6.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.7.** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.8.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.9.** The BIDDER shall not instigate or cause to instigate any third person to co

commit any of the actions mentioned above.

- 2.10.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

- 2.11.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**3.0. Previous Transgression:**

- 3.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 3.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**4.0. Earnest Money / Security Deposit**

- 4.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

- (i). Bank Draft or a Pay order in favour of \_\_\_\_\_
- (ii). A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii). Any other mode or through any other instrument (to be specified by the RFP).

- 4.2. The Earnest Money / Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

- 4.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 4.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

**5.0. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

- (i). To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii). The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii). To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv). To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v). To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi). To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii). To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
- (viii). To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix). In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x). Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### **6.0. Independent Monitors**

6.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual

obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 6.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8. The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**7.0. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8.0. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**9.0. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10.0. Validity**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER

BIDDER

Signature

Signature

Name of the Officer

Name of the Officer

Designation

Designation

Witness

Witness

1

1

**B. FORM OF TENDER**

To

The Chairman & Managing Director  
M/s. Uranium Corporation of India Ltd.  
P.O. Jaduguda Mines  
Dist. East Singhbhum  
Jharkhand - 832102.

Dear Sir,

With reference to the tender invited by you for.....  
..... I/We have examined Special Conditions and General conditions, Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We hereby offer to execute the whole of the said works in conformity with the said Special conditions, Article of Agreement, General Conditions, Tender Notice, Specifications and Schedule of Quantities for the Sum of Rs .....  
.....at the respective rates mentioned in the Schedule of Quantities.

I/We undertake to complete and deliver the whole lot comprised in the contract within .....calendar months from the date of commencement of work.

I/We have deposited as Earnest Money a sum of Rs .....with .....



.....which amount is not bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if the event of the Uranium Corporation of India Limited accepting my/our tender I/We fail to execute the contract when called upon to do so.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written letter of acceptance thereof, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Signature :.....

Address :.....

.....

Name of partners of the Firms :

1. ....
2. ....
3. ....
4. ....

For URANIUM CORPORATION OF INDIA LIMITED

Sd/-

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SPECIAL CONDITIONS OF TENDER

**SCOPE OF WORK**

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**1. SCOPE OF SERVICES**

The successful Contractor shall have to execute the work as per the scope of contract mentioned below:

1. Preparation of eatables as per the approved schedule of ingredients (Annexure-A) of the UCIL using best quality raw materials in clean and hygienic condition. The meals with other eatables will be prepared as per the quantities coupon sold for various eatables.

2. Supply and serving of eatables to the Jaduguda Mill employees as per the stipulated time schedule fixed by the UCIL for 01 year. Quantity of any individual item may vary to any extent and be executed altogether. Contractor will carry out all works up to a total variation of  $\pm 10\%$  (TEN) on the contract price and all quoted rates shall remain firm within this limit.

The Contractor may be asked to carry out all works up-to a total variation of  $\pm 10\%$  (Plus/Minus Ten Percent) on the contract price and all quoted rates shall remain firm within this limit. Instead of item wise deviation, over all deviation will be considered while working out amount.

Upto 10% variation in the execution of works contracts of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

All overall deviations less/beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

3. Ensure cleanliness and proper housekeeping of the distribution place and its surroundings by the awarded contractor.

Service providers will quote price as per the operating model requirements

## **2. Operational Mode:**

Employee Welfare Model:- In this model the canteen service is run for the facilitation of the staff members, visitors, Guests etc. In this service the buyer asks the service provider to quote the rate in INR for both the "**Individual item wise cost**" in the canteen plus the total default manpower cost (for the manpower deployed) based on minimum wages as mentioned in the bid document. The bidder can quote any rate higher or lower than the estimated "total menu cost" indicated by the buyer. **The Bidder/ Service provider has to upload the document showing the grand total cost with breakup of both "Menu item cost" & "Default Man power & Night Shift Packet cost" (As per prescribed Table-12(A-1 & A-2) & Table 12(B) in the "Price Part") , while submitting the financial offer the same will be visible in Gem portal to buyer after opening the financial bid.**

## **SERVICE LEVEL AGREEMENT (SLA)**

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### **1. Meal:**

#### **A. Type of Meal:**

The Breakfast, Lunch, Dinner, Snacks. Other than prescribed food no food item can be supplied without permission of buyer.

#### **B. Distribution/ Serving style:**

**Canteen staff specifications for operation:** Canteen Manpower wages will be borne by the service provider and will be built into the service provider's cost. However, buyer can choose if they

want to recommend any staff personnel. In case the buyer would want to specify the number and type of canteen staff required, along with other specifications, buyer may do so by uploading these requirements at the bid stage.

### **Buyer will bear the expenses**

§ Electricity Charges (Free)

§ Basic Furniture (Basic Furniture includes tables, chairs and other basic level sitting arrangement for the users.),

§ Water Charges

## **2. Canteen Committees**

### **Canteen will be governed by two committees**

#### **A. Coupon Burning Committee (C.B.C.)**

#### **B. Canteen Managing Committee (C.M.C.)**

#### **A. Coupon Burning Committee (C.B.C.)**

- 1. Coupon Submission Procedure (Seller Part):** Last day's total coupon should be submitted on next opening day within 10.00 AM (or) as prescribed procedure by the Engineer-in-Charge. On Coupon counting report i.e. Form-A (Given below) & record register Signature of Contractor / Supervisor with seal Signature of coupon counting officials with name and signature of Engineer In charge is to submit on daily basis (or) as desired by the UCIL in-charge.

After start of work the successful bidder should submit the below Form-B & Form-C after the last day of each month basis within one week after expiry of last week.

Further be noted that the Service provider can claim the monthly bill as per the coupon count report of Canteen Coupon Burning Committee.

- 2. Function of C.B.C.:** - Counting of coupons of each month and final coupon count report will be generated by the committee. The same report will be enclosed by the party in bill and will claim the reimbursement of the food coupons.

#### **3. Coupon management procedure (SERVICE PROVIDER'S OBLIGATION)**

§ Service Provider shall adhere to the timeline given by Buyer for coupon management.

- In case of non-availability of specifically demanded food item or make of items; the Service Provider shall communicate the same to Buyer at least 2 days prior.

#### **B. Canteen Managing Committee (CMC)**

- 1. Function:** - Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be

mandatory for the both Buyer and Service Provider; non-tracking of the same may lead to a fine/penalty on service provider. Service provider has to adhere strictly to the standard instructions of CMC during the complete tenure of the contract and other administrative instructions of the corporation / Management.

## **2. Service Performance**

- a. Feedback from the Canteen Committee / SPOC of the Buyer shall be maintained (daily/ weekly in duration basis and as per the events in event basis) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
- b. The Single Point of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.
- c. Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in logbook, service feedback is found during the tracking; immediate action can be taken against the service provider.

## **3. Feedback (SERVICE PROVIDER'S OBLIGATION)**

Service provider should maintain Complaint register in suitable location at canteen it must be easily accessible to all employee for writing the feedback as and when basis.

## **4. Service Details & Standards (SERVICE PROVIDER'S OBLIGATION)**

- d. The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/cold buffet chafers, tablecloth, mats, glass wear and all other equipment required for serving the desired quality of food.
- e. Service Provider shall possess a valid license issued by Food Safety & Standard Authority of India (FSSAI), State Govt. /Central Govt., PAN, and copy of GST registration certificate from appropriate authority.
- f. All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider.
- g. The food items supplied should be as per Government standards. If at any point of the time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Department, the same shall be borne by the Service Provider i.e. Contractor.
- h. The quality of raw materials for the preparation of meals/ snacks and other items shall be have best quality and as approved by the SPOC. The quality of the ingredients to be used for preparation of meals/ snacks shall be strictly in accordance with the list provided.
- i. Service provider shall purchase and keep the raw materials stocks of minimum 10 days required for the preparation of various items, including the controlled items of good quality at his own cost.
- j. If applicable, the service provider shall serve the food in healthy, eco-friendly packaging, also label all serving/ menu items with the item name and/or corresponding dietary restrictions (vegetarian etc.)
- k. The crockery used shall be clean and not faulty (cracked, scratched); the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
- l. All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
- m. The deployed canteen staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service.
- n. The deployed canteen staff shall serve potable drinking water from the source to the dispenser.

- sers and water coolers placed at all locations at the Buyer premise/designated premises.
- o. It is found that the quality of items supplied by the service provider and/ or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the buyer will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice. However, Canteen operation shall be continued by buyer through other available sources at the service provider's risk & cost and liability.
  - p. The work shall be done in a neat workman like manner. The site must be cleared by the service provider including removal of waste and leftovers, etc. from time to time as these accumulate during the work. On completion the whole site must be left in a clean and tidy condition to the satisfaction of the SPOC or Engineer in-charge.

### 3. Defined Timelines

- a. Service Provider shall adhere to the timeline given by Buyer/ CMC for serving arrangements on Buyer's premise/ designated premise.
- b. In case of non-availability of specifically demanded food item or make of items; the Service Provider shall communicate the same to Buyer/CMC at least 2 days prior.

### 4. Service Assumptions

- a. The Service Provider shall not sublet any part of the Contract to others. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- b. Food preparation shall be based on availability of the seasonal vegetables/ fruits.
- c. The staff provided by the service provider shall not be deemed employees of the user department hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.
- d. The Buyer/**CANTEEN MANAGING COMMITTEE/ SPOC(SINGLE POINT OF CONTACT)/ ENGINEER-IN-CHARGE** shall be the sole authority to decide and judge the quality of the service rendered by the Service Provider and all other matters and his decision shall be final and binding.
- e. No Service Provider's staff shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without any prior permission.
- f. Any damages/ losses caused by Service Provider in the premises of buyer shall be borne by the Service Provider at their own cost.

### 5. SERVICE PROVIDER'S OBLIGATION

#### (Will include the following)

- a. During the period of agreement, the Service Provider shall be fully responsible for entire Canteen arrangement at the Buyer Department.
- b. The Service Provider, however, shall be required to adjust/change the serving timings as and when required depending upon the requirements of the Buyer Department.
- c. The Service Provider shall devote his full attention to the work of Canteen and shall discharge its obligations under the agreement most diligently and honestly. A senior level representative of the Service Provider shall visit Buyer premises at least once-a-day and review the service performance of its personnel. During the weekly visit, Service Provider's representative will also meet the Buyer's officer dealing with services under the contract for mutual feedback.
- d. Regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Buyer Department.
- e. The service provider shall maintain proper records as may be required under all Acts/ laws applicable to service provider's working and canteen workers at buyer's location which would be subject to check, from time to time, by the SPOC.
- f. The Service provider shall prepare and serve fresh and wholesome meals/snacks/beverages to buyer and such other persons as approved by the buyer in the Canteen as required from time to time continuous canteen services at specified locations as may be decided by the SPOC.
- g. The Service provider shall be bound at his own cost to repair any damage caused to the roads by the movements of his men, materials and equipment or any other purpose required by the service provider for enabling jobs.
- h. Service provider shall have to run the canteen as per terms and conditions of contract specified hereunder as well as the General Conditions of Contract entirely at service provider's own cost including the entire cost of labor, materials, automobile van etc. except where other

wise provided in the agreement in an expressed manner.

- i. The Service provider shall be responsible for proper upkeep and maintenance of the canteen premises, furniture and fixtures, cooking and serving utensils and cutlery.
- j. The service provider shall keep a proper inventory of the items placed at his disposal by the buyer and the same shall be verified by the representatives of the buyer along with service provider's personnel at the beginning and end of the Contract period.
- k. The Service provider shall not use or allow to be used the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter and around the canteen building without valid authority.
- l. The Canteen shall remain open on all working days. Also, on the weekends/ holidays, as and when required by the Buyer Department, Canteen service should be offered.
- m. The Service Provider should follow the instruction of Canteen committee of the Buyer Department for the Canteen arrangement, Raw materials being used, Quality and quantity of the eatable and drinks served, Condition of fittings and fixtures, Sanitary arrangement and cleanliness, Hygiene of the canteen staff/worker, etc.

- n. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor [R&A] Act, Food Safety and Standards Act, 2006, etc. as applicable from time to time.
- o. Service Provider shall ensure the timely delivery with the agreed standards and quantity of required services to the Buyer. The Service Provider shall provide canteen services in the dining area and/ or administrative building premises and/ or any other premise designated by the Buyer as per the service request and for the number of people mentioned by the Buyer.
- p. The Service Provider shall be well equipped to undertake Hygiene audit and reports shall be submitted to the Buyer bi-annually.
- q. All the staff deployed by Service Provider at Buyer's premise/ designated premise shall adhere to the Buyer's policies for office timings/ other guidelines.
- r. Service Provider shall provide uniforms, identity card, name badges and safety items/ kits, shoes etc. to its staff working in the Buyer's premise. Staff should also ensure wearing gloves and hair covers while cooking and serving food.
- s. Service Provider shall inform about the non-availability/ shortage of any item/ dish in advance in appropriate time along with the alternate options for non- available items.
- t. Taking protective measures to protect the property and persons and prevent accidents shall be the Service Provider's responsibility during the contract period.
- u. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- v. The Service Provider shall arrange for any special type of equipment and machines if required for canteen service at his own cost.
- w. The Service Provider shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its own cost and expenses.
- x. The Service Provider shall be responsible for maintaining hygiene and safety of cooking/ serving area and the canteen staff deployed at the premise where food is being prepared/ served.
- y. Service provider shall abide by the Govt. laws relating to stocking of food grains, sale of food, etc. and shall obtain the necessary licenses from the competent authority, wherever applicable. The buyer at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the service provider
- z. Unless specified in the '**List of Free Supply from UCIL**', it will be the responsibility of the Contractor to bring all materials, plant, equipment, accessories, tools, special tools if any, tackles, spares, consumables, for the smooth erection and commissioning of the system.
- aa. All the supplied items of the Contractor as per the price format must meet the technical specifications mentioned in the tender document.

## **A. Safety related Conditions**

- a) The Contractor shall comply with the provisions of Atomic Energy Factory Rules 1996 /Regulations /Rules applicable to the work and exerc

ise due diligence and take all steps/actions on his own or as directed by the UCIL or statutory authorities to ensure the safety of the employees/equipments deployed by him, at his own cost. The contractor will prepare and provide the Standard Operating Procedure (SOP) related to Safety to Engineer In Charge/Safety Officer.

- b) The contractor shall at all times, take all reasonable precaution for the safety of employees, including these of sub-Contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws.
- c) In the event that the Contractor fails to comply with these provisions, the Engineer-in-Charge may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Contractor shall make no reason of or in connection with such stoppage.
- d) The Contractor must ensure that while working inside the premises of other organizations during the course of executions of this work, all the safety and security provisions as may be applicable thereof are complied adequately. At its own cost and risk.

#### **6. The scope of work shall also include the following.**

- Preparation, supply and serving of eatables (Breakfast /Lunch /Dinner /Snacks /Tea) at Jaduguda Mill canteen including utensils, all type of canteen related cleaning, transportation & serving of eatables at extension counter of Jaduguda Mill.
- Cleanliness and maintenance of hygiene in Kitchen area which will be inspected by the Canteen Managing Committee Chairman /Engineer-In-charge at any point of time.

#### **7. Supplies and Arrangements responsibility of Service Provider (Bidder)**

This includes the following.

- Providing raw materials (ingredients) of eatable at the mill canteen,
- The raw materials stock should be available in store for minimum next Ten (10) days except dairy products.
- Making arrangement for utensils (cooking as well as serving),
- Making arrangement for LPG Gas,
- Make arrangement for Gas Stove, Kitchen cooking Utensils, Storage utensils, Freezer & plates, glasses.
- Providing raw materials (ingredients), tools and tackles including cleaning soap, floor cleaning liquid, wash Basin cleaning liquid soap for cleaning of utensils and premises.
- Making arrangement for cleaning of utensils and canteen premises and surroundings including supply of items like washing powder and phenyl etc.
- Providing manpower for all the activities specified above.
- Providing drinking water from Mill plant RO to the canteen's (Mill & Mines)
- Distance between Mill Canteen & Mines Canteen is approx. 2 KM.
- All kind of transportation including all food items between Mill & Mines canteen & Transportation of drinking water also.
- Drinking water containers.
- Water filling in drinking water container.

The above schedule can be changed based on the confirmation from the UC

IL management in near future.

## The brand, quality and hygiene of eatable materials

- a) Specifications of Food Consumables filled by the Buyer as enclosed in the bid document
- b) Contractor should maintain 10 days buffer stock in the store room.
- c) Used refine oil to be changed thrice a week and as per direction of Engg In-charge.
- d) Bhujia shall be prepared with mixing of potato and seasonal vegetable.

If any of the above brand groceries material needs to be change, the contractor shall obtain prior permission from the Engineer In-Charge, after getting consulted with Canteen Management Committee members.

### **OTHERS TERMS AND CONDITIONS**

1. Contractors should employ only the persons with established identity.
2. Dy. Commandant, CISF,UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Dy. Commandment, CISF, UCIL. CISF control room / Contractor will not allow any inter-state labourer as a contract labour in any case.
3. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer in Charge/Engineer Representative shall be final & binding. If any terms and conditions are not mentioned in the GEM BID, ATC or GEM ORDER, then contractor will follow as per the provisions as laid down by UCIL PURCHASE AND WORKS CONTRACT PROCEDURE - 2017. So, contractor are requested to go through UCIL PURCHASE AND WORKS CONTRACT PROCEDURE - 2017 available in UCIL Website which is mentioned as below- <https://ucil.gov.in/notes/Purchase%20&%20Works%20Contract%20Procedure-2017.pdf>
4. Contractor shall pay the Salary (Minimum Wages and Bonus) to their worker within the scheduled time i.e. on or before 7<sup>th</sup> of every month and provident fund within the scheduled time i.e. on or before 15<sup>th</sup> of every month. In case of failure to pay salary by contractor to their workers before stipulated payment day that is 07<sup>th</sup> of every month, provident fund within the scheduled date that is 15<sup>th</sup> of every month or bonus within a period of eight months from the close of the accounting year that is November of the respective accounting year in 02nd repetitive instance, Corporation shall pay salary directly to contract labours and such amount shall be recovered within two months from their future submitted RA bill from the date of such payment made as well as action will be initiated against respective contractor by imposing penalty. Contractor who fails (default) to pay statutory payment that is minimum wages, Bonus and Provident Fund to my contractor workers within the scheduled date for second instance, UCIL shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at Contractor's risk and cost including blacklisting procedure. In such case, UCIL shall on such cancellation of contract have power to



- (a) Take possession of the site and any materials, constructional plant , implements, stores etc. thereon, and/or
- (b) Carryout the incomplete work by any means at the risk and cost o f the Contractor.

On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage s offered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, Unused materials, constructional plant, Implements, temporary building etc. and apply the proceeds of sale thereof, towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc. shall returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Such cancellation of contract on account of non-performance by the contractor would entitle the corporation to forfeit the performance security (SD) besides other actions such as downgrading the Contractor's rating or debarment from the GeM for specified period as decided by GeM on merits. UCIL shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out remaining part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies e.g. next lowest bidders in the awarded GEM Order etc. This shall be without prejudice to UCIL's rights under other clauses of this order.

5. No contract worker below the age of 18 years shall be deployed on the work and maximum age limit is to be considered as 60 Years.
6. The contractor shall be directly responsible and indemnify the UCIL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any deployed by him.
7. The contractor shall engage and authorize supervisors (Canteen Attendant) for daily operations, who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations. Contractor shall provide proper identification cards for his labour/workers to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain Entry Passes from Security Dept. through Engineering- In-Charge for his labour /workers on submission of Police Verification Certificate.
8. Contractor has to deploy the personnel with no past criminal records. Also the contractor has solely responsible to provide Police Verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced immediately without assigning any reasons.
9. The contractor/contracting firm shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees/persons/workers deployed through Civil Govt. Doctor before deployment and their Annual Health Check-up report should be submitted to EIC from time to time.
10. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / UCIL will terminate the contract immediately and may refer the case to police.
11. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further he shall ensure that none of his workers create any nuisance or indulge in anti-social criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
12. In case of accident, injury and death caused to the workers / labour of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify UCIL from such liabilities.
13. The Contractor shall obtain all necessary insurance policies (ESIC and Accidental and Death Insurance) covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/ UCIL or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above.
14. While confirming to any of these conditions, Contractor should ensure that no applicable Act or Rules regarding labor, welfare etc., is violated. Contractor shall indemnify UCIL for any action brought against him for violation, non-compliance of any applicable Act, Rules and Regulations thereunder.

15. The contractor hereby agrees to indemnify owner / UCIL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/ UCIL.
16. Contractor shall indemnify UCIL against all action, suits, proceedings, claims, losses, damages etc. which may arise under "Employer's Liability act - 1938", "Contract Labour (Regulation & Abolition) Act - 1970", "Payment of Wages Act - 1936", "Minimum Wages Act - 1948", "E.S.I. Act - 1948", "Fatal Accident Act - 1855", "Shops & Establishment Act", "Employees Provident Fund Act - 1952", "Payment of Bonus Act - 1965", "Maternity Benefit Act - 1961", "Industrial Disputes Act - 1947" or any other act or statute or rules pertaining to such Act, or 04 Labour Codes and their subsequent rules in near rules not specifically mentioned herein but having any direct or indirect application for the person engaged under this Contract.
17. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of UCIL while at the site/ work. His Work/ Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/ instructions/ amendment/ rules issued time to time from the Statutory Authority and UCIL, both. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as provided under the Rules framed by the appropriate government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor. Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the contractor.
18. Contractor agrees to and does hereby accept full and exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or Local Authority and also from all claims suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the contractor, by third parties or any Central Government, State Government or Local Authority under any act or rules framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.
19. Contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by him under the contract.
20. Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rules or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.
21. Contractor has responsible to distribute snacks packet on schedule timing as mentioned above in bid.
22. Contractor shall maintain **Rs. 55/- per pkt.** as per marked MRP printed (Incl. GST) in specified packet (Combo or Single pkt.). **THE CONTRACTOR SHOULD SUPPLY ALL BRANDED EATABLE**

**S Specifications of Food Consumables filled by the Buyer as enclosed in the bid document .**

23. The contractor must possess necessary food license from the competent authority for the entire period of contract and obtain labour license from the ALC (C), Chaibasa, Jharkhand. In the event of breach of aforesaid conditions, the contractor shall be open for action as deemed fit by the concerned labour authorities of the Central Government or appropriate competent authority accordingly.
24. The contractor should provide the following items for 01 year:
  - i. Washing Detergent  
(Surf excel easy wash/Ghadi/Tide/Wheel) - 420 kg.
  - ii. Hard Broom - 420 Nos.
  - iii. Soft Broom - 180 Nos.
  - iv. Phenyl - 60 Litres
  - v. Floor Scraper - 48 Nos.
25. The contractor should provide Dress code to each workers' (29 Contractor Workers), the dress code will be 02 Nos. of pant (Pure Cotton), 02 Nos. of Shirt (Pure Cotton), 02 Nos. of Apron (Pure Cotton), Disposable caps & gloves as per requirement, 01 pair of socks (Pure Cotton) and 01 pair of safety shoes (Durable and Quality). Contractor workers should also ensure wearing gloves and hair covers while cooking and serving food.
26. Dress material should be get inspected by EIC before distribution among the labours.
27. The cost of point No. 22 & 23 are already included in the estimation, if the contractor had failed to provide the said item mentioned at point no. 22 & 23 within 01 month of the start of the contract, the same may be deducted from the contractor R/A bill and Rs. 50/- will be deducted as additional penalty amount every such delay of month.
28. All the eatable food items shall be prepared in Industrial LPG cylinder only, the cost and transportation of Industrial LPG cylinder shall be borne by contractor itself which was already taken in the estimation.
29. All transportation cost like purchase of groceries, Industrial LPG cylinder, fresh vegetables shall be borne by the contractor. No separate payment/vehicle will be provided by the company.
30. Skilled manpower means the labour engaged in cooking eatable food items in any organization.
31. As per discretion of management/EIC the night shift from 12.01 PM to 05.00 AM will be introduced and/or function during the contract period.
32. L-1 Bidder in GEM Portal will be decided on the overall lowest quoted value basis only.
33. Maintenance cost of the equipment/machinery used in canteen has to be borne by the Contractor

r. If the machinery/equipment used in the canteen not getting repaired by the contractor as per stipulated 24 hours, then the repair will be done by EIC/ER and actual repair cost will be deducted from Monthly RA Bills.

34. Movement of materials like, groceries, vegetables, cleaning items, Industrial LPG cylinder etc. shall be done within office hours i.e. by 05:00 PM only. Late movement of any materials is strictly prohibited.

### **35. Preparation & Serving of Food Items inside plant by Service Provider**

The preparation and serving of food items as specified in the work specification at the designated places and time schedule and includes

Preparation and serving of Breakfast

Preparation and serving of Meals (Lunch & dinner)

Preparation and serving of snacks

Preparation and serving of Tea

Serving of Night Refreshment Packets

The serving includes transportation of the prepared food items to the place of serving with contractor's own arrangements.

### **36. Deputed Worker Details (All documents should be self certified by the workers & contractors) to be submitted to UCIL, on start of the GEM Contract Work**

- a) Copy of Aadhar Card and Voter's ID Card of each worker
- b) Confirmation Receipt of ESIC (e-Pehchan Card) has to be issued to all eligible contractual labours from UMANG Portal (<https://web.umang.gov.in/landing/department/esic.html>) by contractor
- c) Confirmation receipt on upload all details on Jharniyojan portal (<https://jharniyojan.jharkhand.gov.in>)
- d) Copy of pass book front page for Bank account number of each worker
- e) Copy of EPF account number of each worker
- f) Police verification Report document for each worker
- g) Medical Examination Report (Recently done) of each worker (Fitness Report), Cost of the medical examination is to be included in the menu cost only. There is no separate provision for the same in the price format.
- h) Training completion clearance by Mill department, without which their bills are not considered for payment.
- i) Form A-Register entry after completion of Training, without which their bills are not considered for payment.
- j) Complete gate pass form duly signed by the contractor of each worker

#### **Other Documents**

- a) Employee Compensation/ESI Insurance for the whole period of contract.
- b) Issuance of ESIC Card
- c) Form-VII Commencement/Completion as per CLRA act 1970.

- d) Form-A,B,C,D & E original register form
- e) On Letter head Total material/Utensil/Equipment list in English with quantity taking inside plant area.
- f) Worker uniform proof of order/receipt.
- g) Certificate/ License regarding Interstate migrant worker or Undertaking.
- h) Supervisor Details: Name, Qualification, Mobile Number
- i) Security Deposit Bank Guarantee as per format in Tender Document
- j) Copy of company profile as per tender attachment-XI
- k) Copy of integrity pact as per tender attachment - XII
- l) Monthly Worker allocation chart from the day of work commencement.
- m) Compliances of all Labour act as per applicable by the State & Central Government during the currency of the contract.

## **PAYMENT TERMS AND CONDITIONS**

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### **38.1 EARNEST MONEY**

Earnest Money Deposit @ 1% of Estimated Amount of Tender i.e. Rs. 1,83,583.30/-, shall be deposited by way of demand draft (DD)/ RTGS drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227]. E.M.D. shall not bear any interest. The offers received from Contractors 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. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order. Once the L1 bidder is decided, the earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

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

- a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
- c. In case bidder submits false/fabricated documents.
- d. In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.

Tenders without earnest money are likely to be rejected.

### **38.2 SECURITY DEPOSIT**

The total amount of security deposit will be 10% of the awarded value of work [DOE OM No. F.1/2/2023-PPD dated 01 st January 2024], i.e. contract price. Fifty percent of this amount (i.e. 5.0% of the contract price) shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money. Balance 5.0% of awarded value of the work will be deducted from the 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.

#### Acceptable Mode of payment of Initial Security Deposit

In properly executed Bank Guarantee issued by any Indian Nationalized/ Schedule Commercial banks in the approved format as enclosed herewith.

- a. For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda.
- b. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc.
- c. from any Schedule Banks duly pledged in favour of UCIL.
- c. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank.
- d. For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above.

The terms of the said guarantee shall be such as shall be approved by UCIL 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.

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

#### Refund of Security Deposit

Before releasing security deposit (SD) in respect of supplies/works, a “No Due Certificate” shall be issued by EIC/OIC duly countersigned by head of the department after a “No Due Certificate” shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/contractor. EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.

On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract.

### FORFEITURE OF SD & RETENTION MONEY

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

1. 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.
2. If the contractor indulges at any time in any subletting/ subcontracting of any portion of the work without approval of UCIL.
3. Conditions under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.

The Security Deposit BG shall remain valid up to sixty (60) days beyond the completion of work as certified by UCIL plus defect liability period as applicable and shall be released on Contractor’s request thereafter.

In the event, Contractor does not submit Security Deposit in spite of notices ; the amount of entire Security Deposit amount will be adjusted from the progressive bill(s) to be submitted by the party.

In case where EMD (other than in form of BG) has been submitted by the successful bidder at offer stage and successful bidder requests to pay the differential amount of the Security Deposit amount (i.e. Security Deposit amount - EMD amount already paid) in the form of DD, the successful bidder can do so.

### **38.3 LIQUIDATED DAMAGES (LD)**

Liquidated Damages (LD) shall be levied where reasons are attributable to s



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).

Contractor shall be solely responsible for any damages, theft, pilferage during lifting, loading, unloading, shifting and transportation of materials, machine. Proportionate amount shall be recovered for such damages from final payment and discretion of Engineer-in-charge in this matter will be final.

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:

#### 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.

#### Delay attributable to Supplier / Contractor

LD Applicable

#### Taxes & Duties

Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL.

#### Price Variation

Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.

For work executed during the extended delivery period, the rates as

prevailing on the last day of the scheduled contract period only may be paid. De-escalation /reduction, if any, which takes place, shall have to be passed on to UCIL.

4. The payment of the National Holiday (i.e. 26th January, 15th August and 02nd October) will be paid to the contractual worker by the contractor as per the minimum wages act and the same amount will be reimbursed to the contractor after submission of the bill.

#### **38.4 DIFFERENT TAXES**

Income Tax & other taxes will be deducted as per norms of the Corporation, if applicable.

#### **38.5 CONVERSANCE WITH ORDER CONDITIONS**

The Contractor shall be deemed to have carefully examined and to have knowledge of the conditions, specifications, schedules, etc. forming part of the order. Any information thus had or otherwise obtained from UCIL shall not in any way relieve the Contractor from his responsibility for executing the work in terms of the order. No claims of Contractor shall be admissible for Failure of the Contractor on above stipulation.

#### **38.6 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT**

The Contractor shall be entirely responsible for the due performance of the order in all respects according to the intent and meaning of the specifications and all other documents referred to in this order.

#### **38.7 SUB-LETTING**

The Contractor shall not sublet/sub-contract the whole or any part of work or assigns the order or any part thereof without the prior written consent of UCIL. In the event the Contractor contravenes this condition, UCIL reserves the right to reject the work and complete the same at Contractor's Risk and Cost by taking out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.

#### **38.8 LIQUIDATION, DEATH, BANKRUPTCY ETC.**

If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, UCIL shall be at liberty:

- a) to terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the order may become vested, or
- b) to give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order.

### **38.9 AMENDMENT OF CONTRACT**

During service delivery period some conditions may occur when the UCIL may require amending the Agreement, some of such conditions may be as followed

a. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance such as Force Majeure, which has been more specifically stipulated in the GeM General Terms and Conditions, which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

b. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the UCIL accounts.

c. The variation put together shall not reduce or exceed 10% of contract value. Instead of item wise deviation, over all deviation will be considered while working out amount.

The Contractor may be asked to carry out all works up-to a total variation of  $\pm 10\%$  (Plus/Minus Ten Percent) on the contract price. Instead of item wise deviation, over all deviation will be considered while working out amount.

Upto 10% variation in the execution of works contracts of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

### **38.10 SUSPENSION AND TERMINATION**

UCIL may at any time temporarily stop the work under the order or any part thereof by notice in writing to the Contractor. UCIL will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension.

The agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. UCIL shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

### **38.11 NEGLIGENCE, DEFAULT AND RISK PURCHASE**

If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by UCIL in the order, UCIL may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, UCIL without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that UCIL may sustain in this regard.

If the Contractor fails to comply with such notice within a period of 15 (fifteen) days from the date of serving thereof, UCIL shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.

This shall be without prejudice to UCIL's rights under other clauses of this order.

UCIL shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become

due to the Contractor or by revoking the Bank Guarantees.

### **38.11 FORCE MAJEURE**

Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

### **38.12 ARBITRATION**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed. For Global tender this clause may be modified by the competent authority on case to case basis.

### **38.13 JURISDICTION**

The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

### **38.14 NOTICES**

All notices under this work order shall be given in writing and shall be deemed sufficiently given when delivered either in person or by fax or by registered mail addressed to the other party at its address set forth in this Work order with a copy to the nominated representative (if any) at site. If any such notice is delivered by hand, it shall be duly acknowledged and if given by fax it shall be confirmed by registered letter within seven days of the date of such notice.

Either party shall by notice in writing inform the other party of any change of its address as stated herein below for receiving such notices.

### **38.15 CORRUPTION, GIFT AND PAYMENT OF COMMISSION**

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of UCIL or any person on his behalf in relation to the execution of this or any other order with UCIL shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to UCIL. Integrity pact signed by the Contractor with UCIL.

### **38.16 WARRANTY AND GUARANTEE/DEFECT LIABILITY**

The Contractor shall warrant and guarantee that the work executed will be of high quality in all respects and conforming to the latest relevant standards and shall be free from any defects in the workmanship. In case of any defect, the same shall be rectified without any additional cost.

### **38.17 TERMS OF PAYMENT**

UCIL will make payment under the Contract, basis the monthly bills with complete documentations as required in monthly RA Bill as received by the Contractor by 16th of every month, subject to any deduction if any.

It should be noted that the delay submission of monthly bills by contractor after 16th of every month, should not delay the payment delay by the contractor.

actor to the contractor workers in next month.

### **38.18 OTHER PAYMENT CONDITIONS**

The Contractor shall put up the bills on the monthly basis to the Engineer-in-charge/Engineer Representative of UCIL for necessary certification. Payment will be made by UCIL in the following manner -

1. Monthly payment will be made against supply of manpower (skilled/semi-skilled/unskilled) as per quoted rates in price part.
  
2. Cost of food items and Night reimbursement will be reimbursed on monthly basis based on the actual consumption of eatables and quoted rates in price part by considering approved schedule of ingredients which is already accepted by contractor in Tender.

### **38.19 DOCUMENTS REQUIRED FOR PAYMENT**

Subject to any deductions which UCIL may be authorized to make under the Contract, the Contract Price shall be payable as stipulated in Special Conditions upon submission of following documents in 1 Original + 3 Copies:

- a. Tax Invoice.
- b. Certification from UCIL for deployment of different category of manpower / work executed.
- c. Certification of monthly bills by designated Official-in charge of UCIL.
- d. Certification by designated Official-in charge of UCIL mentioning reimbursements/deductions made to contractor against monthly bills.
- e. Certification from UCIL that Contractor has made all statutory payments for the Bill period incl. EPF/ ESI/Additional Insurance for death benefit, adherence to the payment of minimum wages, bonus etc.
- f. Undertaking that CONTRACTOR has complied with all statutory requirements during the period for which the payment has been claimed.

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

Contractor to adhere strict compliance of prevailing statutory GST norms while raising Invoice on UCIL. Any financial liability arising out of non compliance shall be borne by Supplier.

The monthly RA (Running Account) bills should be submitted to the Engineer

r-in-charge within 15 days of next month including the coupon count certificate of UCIL Jaduguda "Coupon Burning Committee". The each monthly bills should be accompanied with following documents i.e. one original bill set, 2 sets of photo copies duly certified & sealed by the contractor on each documents (Total three sets):

- a) Confirmation Receipt of ESIC (e-Pehchan Card) has to be issued to all eligible contractual labourers from UMANG Portal (<https://web.umang.gov.in/landing/department/esic.html>) by contractor
- b) Confirmation receipt on upload all details on Jharniyojan portal (<https://jharniyojan.jharkhand.gov.in>)
- c) The Seller should submit the bills of canteen contractual employee uniform (as a token of proof) as per GEM T&C before first RA bill release.
- d) The seller should submit all employees' medical report before, first RA bill release.
- e) The seller should get certificate from EIC regarding all canteen contractual employee into A-Register entry before first RA bill release.
- f) Labour compliances check list duly filled.
- g) Form-A & B of Coupon Report (As given above) duly signed by the contractor.
- h) Tax invoice
- i) Coupon Burning Committee report of the month
- j) Coupon counting register
- k) GST paid receipt
- l) Form-B Wage Register
- m) Form-D Attendance sheets
- n) Form-C Fine/Advance/Damage/Loss/Deductions if any.
- o) Copy of ESI insurance
- p) Copy of bank certified payment proof of each worker/reliever
- q) Copy of wage slip with full details duly signed by contractor & acknowledged by worker/labour
- r) Certified copy of PF remittance Challan for workers/reliever
- s) Undertaking regarding contributions made by the contractors for EPF/ESI
- t) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- u) Copy of Employee State Insurance Registration Certificate issued by concerned ESIC / Employee Compensation Policy (wherever applicable)
- v) Undertaking letter for interstate migrant workers
- w) Monthly measurement register
- x) Form-A (Incase if there is any change in manpower later)

**Bills will be released only after fulfilling the above**

Only one RA bill has to be raised for each month and needed to be submitted within 10th of the consecutive month, if fails then the bill can be submitted along with a valid reason in next grace period of 5 days. If you will fail to submit the RA Bill within the maximum time limit then an approval is needed against the bill from the competent authority with a valid reason for processing the bills.



### **38.20 ACCIDENT OR INJURY TO WORKMEN**

The Contractor shall be solely liable for any accident or injury that may happen to any of his contractor workers engaged in the Contract. UCIL shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to UCIL all cases of accidents to any of his contractor workers and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

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### **38.21 Escalation:**

#### **a) Labour Escalation**

The labour wage escalation will be paid as per formula mentioned below up to the scheduled completion date including duly approved Time or/and Value Extension, if any, on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time or/and value extension.

$$WEV = R * \frac{W1 - W0}{W0}$$

W0

Where the above abbreviations indicates as follows -

WEV = Wage Escalated Value

R = Work done value during period under consideration

W0 = Minimum Labour Wages based on Govt. notification as per ALC (C), Chaibasa as on the date of opening of the price bid or revised price bid which ever is later

W1 = Revised Minimum Labour Wages, based on Govt. notification as per ALC, (C), Chaibasa, during the period of execution of work

The above formulae of escalation will be applicable to all the applicable wages components e.g. Minimum Wages, ESIC, Additional Insurance, PF, Bonus, Paid Holidays etc. as per the quoted rate in Price Part accordingly.

#### **b) Material Escalation**

This tender does not have any provision for any material escalation. The c

Contractor should take all such provisions and below mentioned provisions taken into account before applying for the bid.

**Non-availability of raw materials will lead to stoppage of operations in canteen. So, UCIL will procure the required raw materials for minimum next ten (10) days from U.C.E. Co-Operative Store , Jaduguda and the billed amount will be paid directly to U.C.E. Co-Operative Store, Jaduguda. The same billed amount will be deducted from next monthly RA Bill of the contractor. Contractor has to bear the losses [Difference amount in market rate] (If any) due to non-availability of raw materials. Raw material includes night refreshment.**

### **38.22 TDS FOR INCOME TAX**

Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.

### **38.23 DEFECT LIABILITY PERIOD**

There shall be no Defect liability for this package. However, the Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the designated Official-in-charge of UCIL, any defect which may develop.

### **38.24 Penalties & Fine**

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, none/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled / recovered during next payments/final settlements of the service provider and it should not be more than 5% of total awarded GEM Order value including manpower as mentioned in the bid document. The decision of imposing penalty is at the discretion of Engineer-In charge or Canteen Management Committee.

Penalties and fine are detailed below-

<b>Sl. No.</b>	<b>Nature of Default</b>	<b>1<sup>st</sup> Instance</b>	<b>2<sup>nd</sup> Instance</b>	<b>3<sup>rd</sup> Instance</b>
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<b>1.</b> -	Deficiency in quality of food items prepared on checking by the Canteen Managing Committee Chairman /Engineer-In-charge	2000/-	3000/-	5000/- onwards further
<b>2.</b> -	Deficiency in cleanliness and maintenance of hygiene in Kitchen area on checking by the Canteen Managing Committee Chairman /Engineer-In-charge	2000/-	3000/-	5000/- onwards further
<b>3.</b> -	Deficiency in cleanliness and maintenance of outside area including disposal of waste material on checking by the Canteen Managing Committee Chairman /Engineer-In-charge	2000/-	3000/-	5000/- onwards further
<b>4.</b> -	Misconduct/ Disobedience of persons engaged by the licensee for the Canteen	2000/-	3000/-	5000/- onwards further
<b>5.</b> -	Non-Adherence to approved rates /menu on checking by the Canteen Managing Committee Chairman /Engineer-In-charge	2000/-	3000/-	5000/- onwards further

<p><b>6.</b> -</p>	<p>If found Canteen Service provider is preparing <b><u>Non-menu items food</u></b> in UCIL, Jaduguda Mill Canteen on checking by the Canteen Managing Committee Chairman /Engineer-In-charge</p>	<p>2000/- + Non-menu Items no reimbursement</p>	<p>3000/- + Non-menu Items no reimbursement</p>	<p>5000/- onwards further + Non-menu Items no reimbursement</p>
<p><b>7.</b> -  a)</p>	<p>If each employee of Canteen Service Provider will found without uniform  Or  The food supply employee without any of the items i.e. Uniform, hand gloves, head cap, Apron  or  Non maintaining of food delivery timings on checking by the Canteen Managing Committee Chairman /Engineer-In-charge</p>	<p>@ Rs. 50/- per month will be deducted from the contractor's RA bill till not complied.</p>		

<p style="text-align: center;"><b>8.</b></p>	<p>In case of payment of wages to all labour/worker is not made by the contractor on or before 7th of succeeding month, failing which necessary action will be taken as deemed fit on checking by the Engineer-In-charge</p>	<ol style="list-style-type: none"> <li>1. As per Payment of Wages Act, 1936 [Clause No. 20 of THE PAYMENT OF WAGES ACT, 1936] , penalty will be imposed to contractor with value of Rs. 1500/- for each such offence i.e. for every such delayed month (effective in the Monthly R.A. Bill for such delayed month) after 07th of the month as per the below mentioned 02 conditions -       <ol style="list-style-type: none"> <li>1.1. In case payment of contractor workers (i.e. Central Minimum Wages) engaged for this work has not been made on the stipulated payment day i.e. on or before 07th of every month.</li> <li>1.2. In Case of Bank Holidays/Corporation Holidays/weekend falls on 07th, Minimum Wages and Bonus payment should be done before 07th of the month.</li> </ol> </li> <li>2. As per Payment of Bonus Act, 1965, penalty will be imposed to contractor with value of Rs. 1000/- for one time, if the Bonus payment will not happen within a period of eight months from the close of the accounting year i.e. November.</li> <li>3. The Contractor shall put up the bills on the monthly basis to the Engineer-in-Charge / Engineer representative for necessary certification and payment on or before 16th of every month (In Case of Bank Holidays/Corporation Holidays/weekend falls on 16th, it will be 17th of the month), failing which, Corporation will not be responsible for the delay in payment of monthly RA Bill to contractor accordingly.</li> </ol> <p>In case of payment of wages to all labour/worker is not made by the contractor on or before 7th of succeeding month, UCIL being the principle employer will initiate the proposal for approval from the competent authority for the advance for the payment of contractor workers by 08th of the succeeding month, without any further delay. The same advance amount will be adjusted in next monthly RA Bill of the contractor.</p>
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<p><b>9.</b> -</p>	<p>At Mill canteen utensil washing area, if the drain pipe of outgoing waste water will get jam due to the throwing of spillage/waste foods into the above drain pipe line on checking by the Canteen Managing Committee Chairman /Engineer-In-charge</p>	<p>It is in the scope of successful bidder that they should get clean the drain pipe line on their own cost within 4 days from the notice of C.M.C. otherwise @ Rs. 50/- per month penalty will be charged for delay.</p>
<p><b>10.</b> -</p>	<p>If any contract person/ deployed worker founds taking/carrying the prohibited substances like Gutka/drugs/Pan/smoking in the Canteen premises.</p>	<p>@Rs. 50/- per month penalty will be charged for non compliance.</p>
<p><b>11.</b> -</p>	<p>The raw materials stock should be available in store for minimum next ten (10) days except dairy products.  On checking by the Canteen Managing Committee Chairman /Engineer-In-charge if found non-compliance</p>	<p>@Rs. 50/- for every instance (delayed days) on every non-availability of raw-materials, penalty will be charged for non-compliance.</p>
<p><b>12.</b> -</p>	<p>If Manpower is less than 20 Nos. during Monday to Saturday and less than 10 Nos. during Sundays, Holidays and National Holidays</p>	<p>@Rs. 650/- for every instance i.e. per less nos. of manpower, penalty will be charged for non-compliance.</p>

### **38.25 CONTRACTOR TO FOLLOW SECURITY RULES ENFORCED BY UCIL**

The contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by the owner from time to time. Entry to the works premises of the owner is strictly restricted and only bona fide pass/permission holders are allowed.

### **38.26 MEDICAL CARE**

The contractor shall be fully responsible for any first aid and emergency medical treatment to his contractor workers at the site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, Medical facilities of UCIL may be available to the contractor on chargeable basis.

## **OTHER TERMS AND CONDITIONS**

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### **1. Worker duty Allocation**

Month wise total worker name wise and shift wise allocation chart should be submitted by you in last day of previous month, which is optional as desired by the Engineer-in-charge.

The daily report and monthly report format are enclosed for necessary action. Please compliance the above before submitting the bills for payment.

### **2. Duration of the Contract**

The duration of the contract shall be 01 **(One) Year**. However, the contract may be extended as per below variation -

The Contractor may be asked to carry out all works up-to a total variation of  $\pm 10\%$  (Plus/Minus Ten Percent) on the contract price. Instead of item wise deviation, over all deviation will be considered while working out amount.

Upto 10% variation in the execution of works contracts of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

The Officer-in-charge of the work order is **Shri T. Bhattacharya, Addl. Ma**

**nager (Pers) & Officer-in-Charge representative will be Shri Subhanakar Shit, Assistant.**

### **3. WORK SPECIFICATIONS:**

#### **Location of Jadugora Project**

Jadugora is a census town in the Musabani CD block in the Ghatshila subdivision of the East Singhbhum district in the Indian state of Jharkhand. Rankini Mandir, also known as Kapadgadi Ghat Rankini Mandir is a temple situated in Rohinibera village of Bansila Gram Panchayat in Potka block, near Jadugora.

The nearby railway stations are Rakha Mines Railway Station (3.8 km), Tatanagar (24.2 km). The nearest airport is Birsa Munda Airport, Ranchi (165 Km). The nearest Post Office is at Jadugoda Mines SO under Jamshedpur HO in Singhbhum Division Jharkhand Circle.

#### **Location of Canteens**

The mill and mine are located within a single complex with one common entry gate for mines and mill and guarded by CISF personnel. There are a total of one canteen, viz. the mill canteen, catering the employees of Mines and Mill. The mill canteen is located at a distance of about 1.5 km within the complex.

The mill canteen has the cooking facility for preparation of food and serving facility.

For serving food at mill canteen, the cooked materials are required to be transported by covered vans. Apart from that the above mentioned location, prepare food is required to be served at Mines Canteen.

### **4. Service Timings of Eatables(Table-1)**

The tentative service timings of various eatables at different locations shall be as follows.

<b>Sl. No.</b>	<b>Items</b>	<b>Time Schedule</b>
01.	Ordinary Tea (80 ml)	06.00 AM to 09.30 AM/ 02.00 PM to 06.30 PM
02.	Special Tea (80 ml)	Starts from 07.30 AM and as and when required
03.	Coffee (80 ml)	As and when required
04.	Breakfast (Poori and Idli) (Jalebi to be distributed every Monday)	06.00 AM to 09.30 AM
05.	Lunch/ Dinner	12:00 (Noon) to 04.00 PM / 08.00 PM to 12.00 PM



06.	Snacks (Monday-Jalebi & Potato Chop) (Tuesday-Potato Chop) (Wednesday-Chanabara) (Thursday- Potato Chop) (Friday- Peyaji) (Saturday-Potato Chop) (Sunday-Potato Chop) Laddoo-1st day of every month, if falls Sunday than to be distributed on Monday	02.30 PM to 06.30 PM
7.	Night Refreshment packet	05.00 AM to 06.30 AM

**NIGHT REFRESHMENT:**

Supply, Distribution of Food, Snacks & Milk Packet in the Mill Division, Jaduguda as per Specifications of Food Consumables filled by the Buyer as enclosed in the bid document.

**The contractor intends for Supply, Distribution of Food, Snacks & Milk Packet in the Mill Canteen, Jaduguda.**

Sl. No.	Description	Annual Consumption	Criteria for Snacks Packet Supply
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1.	Supply, Distribution of Food, Snacks & Milk Packet in the Mill Canteen, Jaduguda.	24813 Nos.	Branded packed eatables items approved by the "FSSAI" and certified/confirmed by the EIC.
2.	Timing as per Schedule	06.00 AM to 07.00 AM	Daily timing for distribution area at Mill Canteen, Jaduguda.
3.	Stocks	----	Parties should maintain at least 10 days buffer stocks at distribution site.

The contractor shall also provide Supply, Distribution of Food, Snacks & Milk Packet in the Mill Canteen, Jaduguda as per the Specifications of Food Consumables filled by the Buyer as enclosed in the bid document during the contract period.

## **5. Specifications of Eatables**

### **(i) Quantity of Ingredients(Table-3)**

<b>Sl. No</b>	<b>Item</b>	<b>Ingredients as per Schedule</b>		<b>Consumption per year</b>
1	Ordinary Tea 100 Cups.	Sugar g	1 K	216621 Cups
		Tea 00 Kg	0.1	
		Milk Powder 0 Kg	0.25	
2	Special Tea 100 Cups.	Sugar	1 Kg	191097 Cups
		Tea 0 Kg	0.15	
		Milk Powder Kg	0.350	

3	Coffee 80 Cups.	Sugar g Nescafe 00 Kg Milk Powder Kg	1 K 0.1 0.400	18204 Cups.
4	Poori 70 Nos.	Atta Dal 0 Kg. Refined Oil 0 Kg Masala & Salt as des ire	1 Kg 0.50 0.35	512377 Nos.
5	Idli 64 Nos.	Rice g Urad Dal 3 Kg Chana Dal g Refined Oil 50 Kg Masala & Salt as des ire	1 K 0.33 ½ k	294542 Nos.
6	Potato Chop 55 Nos.	Potato g Besan kg Refined Oil 50 Kg Masala & Salt as des ire	1 K ½ 0.2	209922 Nos.
7	Chana-wada 70 Nos.	Chana Dal Kg Refined Oil 0 Kg Onion 0 Kg Green Chilli 0 Kg. Masala & Salt as des ire	1.00 0.25 0.50 0.05	63383 Nos.

8	Peyaji 100 Nos.	Besan 0 Kg. 1.25 Onion 0 Kg. 1.25 Refined Oil 0 Kg 0.60 Masala & Salt as des ire	72902 Nos.
9	Meal 100 Nos.	Atta g/ 20 K Boiled Rice g 20 K Masur Dal 5 Kg Potato 5 Kg Onion 4 Kg Green Veg. 10 Kg Green Chilli 1 Kg Mustard Oil 1 Kg Adrak 0.250 Kg Lahsoon 0.2 00 Kg Panchphoran 0.05 0 Kg Bhujia 10 K g. Papad/Chatni/Pickle Masala & Salt as des ire	131485 Plate S.
10	Laddu 100 Nos.	Besan 69 Kg 0.7 S u g a r 1.500 Kg Refined Oil 77 Kg 0.5 Colour as desire	56877 Nos.

11	Jalebi 400 Nos.	Maida 0 Kg S u g a r 5.400 Kg Refined Oil 0 Kg Colour as desire	2.70 2.20	114631 Nos.
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**Note:-Salt, Soda Salt, water, masala etc extra ingredients in preparation of above items to be used as per required.**

**(ii) Quality of Ingredients(Table-4)**

The quality of each ingredient shall confirm to the specifications given in the table below.

<b>Specifications of Food Consumables filled by the Buyer</b>			
<b>S.no</b>	<b>Name of Item</b>	<b>Specific Brand, if applicable [All Brands should be FSSAI Certified Brand as applicable, Fresh i.e. Expiry date needs to be checked before procurement and Hygienic i.e. no duplicate brand will be allowed]</b>	<b>Specific place</b>
1	Tea leafs	Tata-Tea Premium, Tea Gold, Brooke Bond-Tazza, Red label, Taz Mahal	Any place as mentioned Specific availability
2	Milk Powder used for making Tea/Coffee	Nestle-Everyday Dairy Whitener, Mother Dairy-Dairy Whitener, Amulya-Dairy Whitener	Any place as mentioned Specific availability
3	Boiled Rice	Baba-Premium Rice, Super gold-boiled rice	Any place as mentioned Specific availability
4	Atta	ITC-Aashirwad Shudh Chakki Aata, Adani Wilmar- Fortune Chakki Fresh Atta, Cargill- Nature Fresh Sampurna Chakki Atta	Any place as mentioned Specific availability
5	Mustard oil	B P Oil Mills-Haathi, Adani Wilmar-Fortune Premium Kachi Ghani Pure Mustard Oil, Mahesh Edible Oil-Saloni	Any place as mentioned Specific availability

6	Refined oil (Soyabean Oil usage is strictly prohibited)	Marico- Saffola Tasty, Mother Dairy-Dhara Refined Sunflower Oil, Adani Wilmar-Fortune Sunlite Refined Sunflower Oil, Adani-Fortune Rice Bran Health Oil	Any place as mentioned Specific availability
7	Masala	Tata Sampann Garam Masala, EVEREST Food-Everest, Mahashian Di Hatti-MDH, DS Group-Catch Spices, Rasoi Magic - Ready to Cook Spice Mixes	Any place as mentioned Specific availability
8	Salt	Tata Salt, ITC-Aashirvaad Iodized Salt, Saffola Salt Plus - Less Sodium	Any place as mentioned Specific availability
9	Coffee	Nestle- Nescafe, HUL-Bru, Tata-Coffee	Any place as mentioned Specific availability
10	Besan	Adani Wilmar-Fortune Chana Besan 100% Chana Dal 100% Taste, Tata Sampann 100% Chana Dal Fine Besan, ITC-Aashirvaad 100% Chana Dal Besan	Any place as mentioned Specific availability
11	Papad	Lijjat-Papad, Shreeram-Papad	Any place as mentioned Specific availability
12	Panchphoran	Sunrise-Pure, PanchPhoron Whole Spice, Mahashian Di Hatti-MDHPanch Puran	Any place as mentioned Specific availability
13	Mixed Pickles	Ushodaya Enterprises-Priya, Desai Foods -Mothers Recipe Mixed Pickle (Mp/Ei) Bottle, Pradhan-Mango Pickle, Girish Chanachur& Snacks-Sreshth Pickle	Any place as mentioned Specific availability

14	Masurdal/ Urad Dal/ Chana Dal Edible Color to be used in Jalebi	As per market availability	Any place as mentioned Specific availability
15	Sugar	As per market availability	Any place as mentioned Specific availability
16	Night Refreshment (Value-Rs. 55 MRP)	Milk- Amul/ Mother Dairy/Sudha, Sev Namkeen/Moong Dal-Sreshth/Bikano/ Haldiram/Bikaji/Fakira Chachur/Mustafi, Biscuit/Toast Biscuit - Brisk Farm/Britannia, Cake - Parle/Priya/Britannia, Soan Papdi - Bikaji/Haldiram/Bikano, Packaged Juice - Frooti/Maaza/Slice/Tropicana/B-Natural/ Paper Boat/Parle Agro (Appy), Peda - Sudha/Amul/Brijwasi, Curd- Amul/Mother Dairy/Britannia/Nestle/Paras/Milky Mist	Any place as mentioned Specific availability
17	All Green vegetables, Potato, Onion, Ginger & Garlic should be fresh	As per market availability	Jaduguda weekly (Sunday & Thursday) Haat/bazaar/ Any place

Quantity of Ingredients and the quality of each ingredient as mentioned above may change during the contract period based on the UCIL Engineer In Charge / Canteen Management Committee discretion.

**(iii) Fixed Schedule of Days wise Breakfast & Snacks preparation as follows (Table-5):**

Contractor should strictly follow the following items day wise schedule

Days	Breakfast	Lunch	Snacks	Dinner	
Sunday	Poori with masurdal	Idli with chatni & Tea	Meal with pickle	P. Chop & Tea	Meal with pickle
Monday	Poori with alu chana & Jalebi	Idli with chatni & Tea	Meal with chatni	P. Chop, Jalebi & Tea	Meal with chatni

Tuesday	Poori with masur dal	Idli with chatni & Tea	Meal with pickle	P. Chop & Tea	Meal with pickle
Wednesday	Poori with alu matar	Idli with chatni & Tea	Meal with papad	Chana wada & Tea	Meal with papad
Thursday	Poori with masur dal	Idli with chatni & Tea	Meal with pickle	P. Chop & Tea	Meal with pickle
Friday	Poori with soy abari	Idli with chatni & Tea	Meal with chatni	Piyagi & Tea	Meal with chatni
Saturday	Poori with kabli chana	Idli with chatni & Tea	Meal with papad	P. Chop & Tea	Meal with papad

- (iv) The Contractor should use only industrial LPG cylinders in the staff Canteen. Use of Kerosene and other flammable items are strictly prohibited. The fuel cost for preparation/cooking of food will be borne by the contractor.
- (v) The Contractor shall not engage any agent or enter into sub-contract with any other caterers for running the said services.
- (vi) The Catering Contractor shall not carry any business other than running the Canteen on in the UCIL Canteen premises.

## 6. Deployment of Manpower

- All Manpower/Women age must be between 18 years to 60 years only with sound health.
- No mobile is allowed to any of the workers. Only supervisor can have standard mobile phone without camera & non smart phone.
- On yearly basis the entire workers of the contract should go through Annual Medical Examination, once before employment, once in a period of 6 months, as per the Rules 71, 88 Sch. II of Atomic Energy Factory Rules, 1996 and the details of pre-employment and periodical medical examinations carried out as aforesaid shall be recorded in the prescribed form 1.

### **CANTEEN STAFF ENGAGED ON WEEKDAYS (MONDAY TO SATURDAY)**

CANTEEN ATTENDANT - 2 Persons (Semi-Skilled)  
HEAD COOK - 5 Persons (Skilled)  
HELPER - 17 Persons (Unskilled)

Total Manpower for 04 Shifts (A, B, C & G Shift) = 24 persons

### **CANTEEN STAFF ENGAGED ON WEEKENDS (SUNDAY, HOLIDAY & NATIONAL HOLIDAYS OR ABSENTEEISM)**

CANTEEN ATTENDANT - 1 Person (Semi-Skilled)  
HEAD COOK - 2 Persons (Skilled)  
HELPER - 11 Persons (Unskilled)



Total Manpower for 04 Shifts (A, B, C & G Shift) = 14 persons

## **JOB RESPONSIBILITIES**

### **CANTEEN ATTENDANT (Semi-Skilled)**

1. Allocate the duties to the contractor workers according to their capabilities and capacity for smooth functioning of the canteen.
2. Procure and receive all raw materials.
3. Issue raw materials to the cook or helpers as and when required for preparation of eatables.
4. Contractor's Attendant will be Engineer In-Charge/Engineer Representative of store items and raw materials.
5. Maintain the account of the stock items and keep record of the material received and issued in a proper manner.
6. Responsible for keeping accurate holding of stocks as per ground balance of accounting records.
7. The information regarding number of meals (Lunch/Dinner) coupons sold each day will be collected by the Contractor from the Attendant of canteen, daily at 10.00 AM and 6.30 PM respectively. Supply and sale of coupons shall be done by UCIL.
8. Also to check with cook on regular basis whether the appliances used in canteen kitchen like gas pipes, burner, roti making machine, mixer, grinder etc are working properly and if they are not working and any maintenance is required same has to be informed to UCIL canteen Attendant immediately.
9. Keep a register of daily consumption of eatables at distribution place, which shall be duly certified by the Officer-Engineer In-Charge/Engineer Representative of UCIL.
10. The daily consumption report against selling of eatables to the employees shall be submitted to the Officer-Engineer In-Charge/Engineer Representative on every alternate day.
11. Responsible for loss/damage of materials kept in store.
12. To ensure completion of all on boarding process of contractors, which includes - PME/IME, Form A Register maintenance, Gate Pass Issuance and training completion, fire training completion.
13. In no case, there should be wastage of eatables.
14. Ensure that the contractor workers should always be in clean prescribed uniform, close-cut hair, clean, shaved etc.
15. Responsible for the good behavior and etiquette of their staff as well as for efficient and prompt service.
16. Maintain all the safety precautions and safety appliances to their workmen engaged for this work shall be provided.
17. Ensure that all the grocery items procured by him shall be stored in a covered container with lid. Any grocery item shall not be kept open.
18. Contractor Attendant shall put up the bills on the monthly basis to the Officer-Engineer In-Charge/Engineer Representative for necessary certification and payment by 16th of every month.
19. Any other additional duty allotted by the Engineer In-Charge/Engineer Representative.

eer Representative of the Canteen.

### **HEAD COOK (Skilled)**

1. To prepare snacks as per the UCIL schedule and menu.
2. To prepare lunch/meals as per the UCIL schedule and menu.
3. To prepare Tea/Special Tea etc. as per the UCIL schedule and menu.
4. Any other additional duty allotted by the Engineer In-Charge/Engineer Representative of the Canteen.
5. To check the appliances used in canteen kitchen on regular basis like gas pipes , burner, roti making machine , mixie, grinder etc. If they are not working and any maintenance is required same has to be reported to Contractor's Attendant immediately

### **HELPER (Unskilled)**

1. Serve food items in the Canteen distribution counter everyday as per the time schedule fixed by UCIL. The Contractor must follow the distribution-timing schedule strictly.
  2. To provide regular room service to the Officers/Staff
  3. To distribute Night Refreshment packets as per certification of Time Office team.
  4. To collect the used cups/plates & utensil's etc. within the canteen premises.
  5. To assist Cook in preparation of snacks /lunch/ meals/ Tea/ Special Tea.
  6. To clean crockery/cutlery/utensils etc.
  7. To sweep and wash the floor area.
  8. Cleaning/dusting table, chair and other furniture in canteens.
  9. Cleaning slabs and area where food is cooked.
  10. Cleaning of surrounding areas of canteen, making the surroundings clean.
  11. Any other additional duty allotted by the Engineer In-Charge/Engineer Representative of the canteen.
- a. Contractor has to issue the job responsibilities as mentioned above in writing to all on boarded contractor workers of Mill Canteen, Jaduguda.
  - b. After medical examination all contractor workers should attend Training classes and thereafter bidder should enrollment them in Form A [ Part-A] register is compulsory as per the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017. Failing which the employee will not be allowed inside the mill area.
  - c. Food supply worker should wear Uniform, hand gloves, head cap and aprons compulsorily.
  - d. The tentative deployment of shift-wise and location-wise manpower shall be as mentioned below and as per Point No. 22**

**mentioned above. Contractor shall be responsible for running the Canteen in 4-shift /day i.e. "A", "B" , "C" and "G" shift with above mentioned contractor workers strength for management of day-to-day work such as supply and serving of eatables, cleaning of utensils, proper housekeeping etc.**

- e. UCIL may also at its own discretion completely change the allocation of persons at any of the locations or in any of the shifts indicated above and may interchange the nature of work assigned to any of these persons.
- f. UCIL may also at its own discretion allocate any or all of the above persons for any other nature of work at any other place and at any other time which may be totally different from what is indicated above.
- g. The punching of worker attendance is compulsory without punching no payment will be done.

## **7. Special Instructions by UCIL**

UCIL shall have the right to give any instruction to the contractor necessary for the safe and orderly execution of the work and/or to forthwith remedy/ modify/ remove/ stop any work matter/practice considered prejudicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.

In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.

## **8. General**

In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment /short payment by the contractor or his representatives or any accident involving the employees /dumpers /equipments of the contractor or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act /rules/Regulations /Bye-laws /Orders, by the contractor, the contractor shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the Contractor against all such claims.

If the UCIL suffers any loss on account of suspension of production or idleness of its equipments /employees or on any other account or damage to its property, due to any failure on the part of the his representative/employees or from the dumpers /equipments of the Contractor, the value of the same as assessed by the UCIL shall be recovered from the contractor's bill /security deposit. The decision of the UCIL on this regard shall be final and binding on the contractor.

The UCIL shall have full right to deduct any excess payment /penalties /claims dues /taxes /levies etc. deductible /recoverable from the contractor as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the contractor for any amount payable

ble to him against this contract or any other contract with the UCIL.

## **9. Security of the Materials in Transit**

The contractor shall be responsible for the security of the materials in transit and its safe delivery without any loss or damage. Where the material is weighed both at the loading and receiving ends, the shortage other than those on account of moisture loss will be to the account of the contractor.

## **10. Labour License**

Before the actual commencement of work, the contractor will have to get a Labour license from the ALC, (Central) for engaging the laborers, **if applicable**, and he will be governed by all the provision of the Contract Labour Act 1970 (Regulation & Abolition), if applicable.

## **11. Payment of Idle Charges & Other Payments**

There shall be no payment for idle charges of the contractor's equipment due to any reason.

In case of stoppage of work by local people /Bandh or any other reasons, no idle charges will be paid by UCIL towards Labour, Plant and Machinery etc. to the contractor for this work.

The contractor shall bear all costs and expenses for the execution of the contract. The UCIL shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract.

In case payment of laborers engaged for this work, has not been made on stipulated payment day, UCIL shall take other suitable steps to make the payment to the workers at risk and cost of the contractor.

## **12. Laws Governing the Contract**

This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have executed at Mill Canteen Jaduguda, within the ordinary Civil Jurisdiction of the Competent Courts in the District Jharkhand State.

## **13. Inspection of Site**

The bidder should inspect the site /route before submission of their tender .

## **14. Other Terms & Conditions Applicable to the Contractor**

### **Law of the Land:**

The contractor shall comply with all the laws of land (Acts, Rules, Regulations, Bylaws, Circulars, Guidelines, Recommendations etc) as may be applicable to personnel and resources deployed for this work.

### **Execution of Agreement:**

The contractor shall execute the agreement with the UCIL in the proforma

approved by the UCIL for the execution of the work, within **30 (thirty) days** or as directed from the date of issue of letter of intent /Work Order on non-judicial stamp paper of requisite value, which shall be provided by the Contractor at his own cost.

**Commencement of Work:**

The Contractor shall start the work within **08 (EIGHT) DAYS** from the date of issue of the GEM Order/LOI.

**Payment Terms:**

Running bill can be raised on work progress. Payment shall be made within 30 days from date of certification of bill by Engineer-in-charge and Engineer Representative after necessary recoveries.

**Release of Bills:**

Bills will not be released if minimum wages and all statutory payments to the employees are not paid electronically in contractor workers account and the Payment Certificate is obtained from contractor workers. The Certificate is to be enclosed with the bill.

**Escalation:**

No escalation shall be paid against this Menu items.

**Site Conditions Etc:**

All the work shall be executed as per existing site conditions and no extra claims shall be entertained.

**Stoppage of Work:**

In case of stoppage of the work by local people, Bandh or any other reason no idle charges will be paid by the corporation towards labour, plant and machinery etc.

**Working Hours:**

The working hours for the execution of the work will be fixed by the Engineer-in-charge in consultation with the contractor.

**Defect Liability Period:**

6 months period after completion of work will be treated as defect liability period for this work.

**Housekeeping & Maintenance of Canteen by the Bidder**

- a) The canteen and its precincts shall be kept clean and maintained in a sanitary condition.
- b) All the furniture, utensils and other equipment shall be kept clean and in a hygienic condition.
- c) The concerned contractor will be responsible for collecting the used canteen waste material cleaning and disposal of waste at his own arrangement & cost.

### **Scope of UCIL**

- a) Any material not specified here as 'Free Supply from UCIL' will be in the scope of the Contractor.
- b) This tender does not have any provision for free supply of any material from UCIL.

### **Variation of Quantity:**

#### **a) Variation - Individual Items:**

Quantity of any individual item may vary to any extent and may be executed altogether.

#### **b) Variation - Overall:**

The Contractor may be asked to carry out all works up-to a total variation of  $\pm 10\%$  (Plus/Minus Ten Percent) on the contract price. Instead of item wise deviation, over all deviation will be considered while working out amount.

Upto 10% variation in the execution of works contracts of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

### **Rates for Additional Quantities**

The provisions for the escalation of rates as provided in the tender for the original quantity shall be applicable for the additional quantity.

### **Quoted Rate**

The rates are to be quoted as per the explanation given in the 'Scope of Work' section of the 'Special Conditions of Tender' of this tender.

### **Taxes & Duties:**

Taxes & duties as applicable, as per rules shall be recovered at source.

### **Bar Chart:**

- a) Indicative Bar Chart for execution of the contract should be submitted along with offer /bid document, as per the details given below.
- b) This tender does not require submission of any bar chart by the Contractor

### **Worker wages**

(1) The payments under the heads Wages, PF, Bonus shall be reimbursed **at the prevailing applicable rates as per the latest Administrative Instructions of UCIL/Govt. Notifications by Ministry of Labour and Employment.**

(2) It is to be noted that wages are to be paid through Cheque or electronic transfers into the bank accounts of the labors as per payment of wages act & minimum wages act.

### **GST Payment**

The price offer automatically adds provision for 5% GST. However, the payment of GST shall be on actual basis. During clearing of RA Bills, the bidder shall have to produce evidence of payment of GST at the prevailing rate and UCIL shall reimburse the amount at the same prevailing rate. If there is an increase /decrease in the GST rate and the actual payment of GST has been made at the increased /decreased rate, the reimbursement will be made at the same rate subject to production of documentary evidence.

## **C. BANK GUARANTEE**

### DETAILS OF CREDENTIALS/INFORMATIONS SHEET ABOUT THE CONTRACTOR/CONTRACTOR

(To be filled-in by the Contractor/contractor)

1. Name of the Firm/Company of the Contractor
2. Name & address of the Chief Executive /Chairman & Managing Director of the firm with Telephone No. if any
3. Registered Office and address of the firm with Telephone No. and Fax No. if any
4. Address for Correspondence/all communications with the firm
5. Name, designation, address of the person authorised to deal with this tender/work

6. Nature of the registration of the firm  
Limited Co. / Private Limited / Partnership Co. /Proprietorship Firm
7. Registration No. with date and Registering Authority
8. Address of the office/work site of the Contractor, nearest to the place of the work being tendered.
10. Particulars about the professional persons employed by the firm
11. Details of the work experience of the firm
12. Financial Particulars:
  - (a) Authorised Capital :
  - (b) Paid up Capital :
  - (c) Working Capital limit in cash/credit for bills : Branch: \_\_\_\_\_  
–
  - Purchase/discount-forms etc. from the bank Value of  
Rs. \_\_\_\_\_
  - (d) Loans and advance taken :
  - (e) Loan and advance outstanding :
  - (f) Value of work/turnover done during preceding three years:



(g) Audited balance sheet and profit & loss :  
account for the last 3 years

Furnish copy of Income Tax Return for the last :  
three years

Income Tax PAN/GIR No :

Excise Duty Regd. No

:

Contract Labour Regulation & Abolition Act :

Regd. No.

Any other relevant Regn. No. if any :

Details of ownership of various constructions :

Equipments furnished as enclosed

In case of any litigation with client within last :

five years, please furnish the details.

Name and signature of Authorized Representative of Contractor/Contractor

This deed of Guarantee made this \_\_\_\_\_ day \_\_\_\_\_ of Two thousand Four by \_\_\_\_\_ (Bank hereinafter referred to as the Guarantor) in favour of M/s. Uranium Corporation of India Limited (A Government of India Enterprise) PO. Jaduguda Mines, Dist. East Singhbhum, Jharkhand-832 102 (hereinafter called "UCIL") which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

Whereas M/s. \_\_\_\_\_ (hereinafter referred to as Contractor) is required to pay to UCIL a sum of Rs. \_\_\_\_\_ in the form of Bank Draft as Earnest Money in respect of their proposal No. \_\_\_\_\_ dated \_\_\_\_\_

against NIT No. \_\_\_\_\_ dated \_\_\_\_\_ for the works as per terms and condition specified in NIT.

And whereas the Contractor has requested UCIL to exempt them from payment of Earnest Money in Bank Draft and in lieu of the Contractor depositing Earnest Money in Bank Draft, UCIL has agreed to accept a Bank Guarantee for equivalent amount.

And whereas the Contractor has approached the Guarantor and at their request and in consideration of the agreement arrived at between the Contractor and the Guarantor, The Guarantor gives the guarantee as hereinafter mentioned in favour of UCIL.

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Contractor furnishing a Bank Guarantee in lieu of Earnest Money in Bank Draft for a sum of Rs. \_\_\_\_\_ the Guarantor do hereby covents irrevocably to undertake and promise to pay a sum of Rs. \_\_\_\_\_ to UCIL without demur and merely on demand from them, in case the Contractor make any default or commits any breach in the performance, observance or discharge of the terms and conditions contained in the said Tender.

2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the said Contractor has committed any breach of default in the performance, observance or discharge of the terms and conditions of the said Tender and the decision of UCIL shall be final and binding on the guarantor irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by UCIL in any court or Tribunal or Arbitration proceedings or before any Authority.

3. It shall not be necessary for UCIL to proceed against the said Contractor before proceeding against the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtained from the Contractor, shall at the time when proceedings are taken against the guarantor, remain outstanding or unrealized.

4. The guarantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective any concession or time being granted by UCIL to the Contractor and the guarantee shall remain in full force and effect irrespective of any other change in terms, conditions, stipulations or

any variations in the terms of the tender and irrespective of whether notice of such change or variation is given to the guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said tender is hereby specifically waived by the guarantor.

5. The guarantor hereby agree that it shall not be released from this guarantee by any forbearance, exercise or non-exercise of any of the powers of rights under the Tender by UCIL against the Contractor or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so releasing the Guarantor irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is given to the Guarantor or not.

6. The Guarantee herein contained shall not be determined or prejudiced by the liquidation or winding up or insolvency or any change in the constitution of the Contractor but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or this may hereafter become due to UCIL are paid in respect of any liability or obligation of the Contractor under the tender subject, however, that UCIL shall have no right under this guarantee after expiry of the validity of this guarantee unless this guarantee is extended by mutual agreement.

7. The guarantor hereby undertakes not to revoke this guarantee during the period it is in force except with the previous consent of UCIL in writing.

8. Any claim or dispute arising under this guarantee shall be enforced settled in the courts of law at Jharkhand State.

9. The guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the Executants has full powers to do so on its behalf under the power of Attorney dated \_\_\_\_\_ granted to him by the proper authorities of Guarantor.

10. IN WITNESS whereof the \_\_\_\_\_ (Bank) has hereunto set and subscribed its hands the day, month and year first above written.

11. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. \_\_\_\_\_ and \_\_\_\_\_ will remain valid till \_\_\_\_\_ (date) unless an action to enforce a claim under the guarantee is filed against us within \_\_\_\_\_. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.

Signature of the person duly authorized to  
Sign on behalf of the Guarantor (Bank)

WITNESS:

Name and Address

Signature

---

**D. BANK GUARANTEE FORM FOR SECURITY DEPOSIT**

Name of the Bank :

Address of the Bank :

Guarantee No :

Date :

Date of Expiry :

Claim period : 06 (six) months from the date of expiry.

Limit of Liability :

Whereas Uranium Corporation of India Limited (hereinafter referred to as the CORPORATION) having its registered office at Jaduguda Mines P.O. and Dist. East Singhbhum, Jharkhand-832 102 which expression shall, unless repugnant to the context, includes its legal representatives, successors and assigns, have entered into an Agreement (hereinafter referred to as the Agreement) with M/s. \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR) having its registered office at \_\_\_\_\_

\_\_\_\_\_ which expression shall, unless repugnant to the contest, include its legal representatives, successors or assigns, for \_\_\_\_\_ (Name of work) letter of intent / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ described in the Agreement based on the Terms and conditions contained in the Agreement and whereas by the said Agreement CORPORATION has agreed to pay the CONTRACTOR in terms of the said Agreement.

And whereas, in accordance with the terms of the Agreement, the CONTRACTOR has to furnish Bank Guarantee for \_\_\_\_\_ (Name of work) for or due performance fulfillment and observance of the terms and conditions of the Agreement and further covenanted with the CORPORATION to make good any deficiencies so as to fulfill in all respects the purposes for which the Agreement is entered into and in accordance with their operating and other conditions specified and to meet all the requirements specified in regard thereto in the Agreement for the period / periods stipulated in the Agreement.

Now, by this guarantee we, the CONTRACTOR (as principal) and \_\_\_\_\_ of Rs . \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for payment of which the CONTRACTOR and surety bound themselves, the successors, legal representatives and assigns jointly and severally these presents.

Now the conditions of this Guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions and stipulations of Agreement including covenants, concerning Bank Guarantee stipulated therein on the part of the CONTRACTOR (as principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of CONTRACTOR the CONTRACTOR shall satisfy and discharge the damages sustained by the CORPORATION thereby, upto the amount of this Bank Guarantee herein, then the obligation herein shall be null and void, but otherwise shall be in full force and effect for a period of \_\_\_\_\_ months i.e. upto \_\_\_\_\_ From \_\_\_\_\_. But no alterations in the terms of the said Agreement made between CORPORATION AND CONTRACTOR or the extent or the nature of the materials supplied, completed and maintained there under and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the said Agreement on the part of CORPORATION shall in any way release the CONTRACTOR from any liability under the Guarantee herein.

We do hereby undertake to pay the amount due and payable under this Bank Guarantee without any demur, merely on demand from CORPORATION stating that the amount claimed is due by way or the loss or damage caused to or suffered or would be caused to or suffered by CORPORATION by reason of any breach by the said CONTRACTOR (as principal) of the terms and conditions obtained in the said Agreement or by reason of the said CONTRACTOR's (as principal) failure to comply with any of the conditions with regard to the Agreement set out in this Bank Guarantee. Any such demand made on the CONTRACTOR under this guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till the dues of the CORPORATION under for by virtue of the said Agreement have been fully paid and CORPORATION's claim satisfied or discharged or till CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said CONTRACTOR (as principal) and discharges the guarantee.

We, the surety, further covenant with CORPORATION that CORPORATION shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement from time to time, to postpone for any time or from time to time, any of the powers exercisable by CORPORATION AGAINST the said CONTRACTOR (as principal) and do not forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to said CONTRACTOR or for any forbearance, act of omission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR (as principal) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving.

This Guarantee herein contained is not revocable by notice during its currency and will remain in full force until all the undertaking covenants, terms and conditions of Agreement are performed and fulfilled or until it is discharged by notice in writing by CORPORATION.

This Guarantee will remain in force upto \_\_\_\_\_ months from \_\_\_\_\_ i.e. up to \_\_\_\_\_ and will stand automatically cancelled on expiry of the said period unless extended by mutual Agreement. Unless a demand or claim to enforce the claim under this Guarantee is made in writing against the surety within 6 (Six) months from the date of expiry of this Guarantee. All the rights of the CORPORATION hereunder against the surety shall be relieved and discharged from all the liabilities hereunder.

IN WITNESS WHEREOF, the CONTRACTOR (as principal) and surety have executed this Guarantee and have affixed their seals on this date \_\_\_\_\_. Now notwithstanding any thing contained herein before our liability under the present Guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) and shall remain in force for a period of \_\_\_\_\_ months i.e. upto \_\_\_\_\_ from \_\_\_\_\_. Unless a suit or action is instituted to enforce the claim under the Guarantee within 6 (Six) months from the said date all your rights under the Guarantee shall be forfeited and we shall

all be relieved and discharged from all liabilities there under.

PRINCIPAL

SURETY

For and behalf of (Name of Firm) For and behalf of (Name of Bank)

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**E. ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at .....this .....day of. ....between ..... (hereinafter referred to as the Corporation which expression shall include its successors and assigns) of the one part and Messrs.....(hereinafter referred to as Contractor which expression shall include the successors and assigns) of the other part of WHERE AS the Corporation is desirous that certain works should be constructed viz.....and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz :
  - (a) Tender Notice No.....Dated .....
  - (b) The Drawings
  - (c) The Tender
  - (d) The General Conditions of Contract
  - (e) The Specifications

- (f) The Special Conditions
- (g) The Schedule of Quantities
- (h) Design Data and Technical Specifications (if any)
- (i) General Information and Guidance for Contractors
- (j) Any other document specifically mentioned herein as forming a part of the Agreement.

3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.

5. The several parts of this contract have been read to us and fully understood by us. AS WITNESS OUR and this.....day of .....

Signed by the said .....

.....  
 LTD URANIUM CORPORATION OF INDIA

In the presence of .....

Signed by the said .....

.....  
 Contractor

In the presence of .....

**GENERAL CONDITIONS OF TENDER**

The information given below is only for the Contractor's guidance and shall not relieve him of the responsibility for fully detailed first hand site investigation of his own before tendering.

**A. DEFINITION**

1 Singular and plural - Where the context so requires, words importing the singular only also include the



plural and vice versa.

- 2 Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 3 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post Office and Town Jaduguda Mines - 832102, in the State of Jharkhand and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- 4 The 'Accepting Authority' shall mean the authority nominated by "Corporation".
- 5 The 'Contract' shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these Conditions with appendices and any Special Conditions, the Specifications, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 6 The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 7 The 'Contract Sum' shall mean:
  - (i) In the case of Lump sum contracts the sum for which the tender is accepted;
  - (ii) In the case of Percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage;
  - (iii) In the case of Item Rate Contract the cost of the work arrived at after multiplying of the quantities shown in Schedule of Quantities by the Item Rates quoted by the Contractor or as finally accepted for the various items.
- 8 A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 9 'Engineer-in-charge' shall mean the Engineering Officer appointed by the undertaking or his duly authorized representative who shall direct supervise and be-in charge of the works for purpose of this contract.
- 10 'Excepted risks' are risks due to riots (otherwise than among Contractor's Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of Gods, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
- 11 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned to cover all overheads and profit.
- 12 The 'Site' shall mean the lands and /or other places on, under in or through which the work is to be executed under the Contract including any other lands of places which may be allotted by the Corporation's or used for the purposes of the contract.
- 13 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion maintenance of the works.
- 14 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.
- 15 A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- 16 The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

## **B. PRE TENDERING ACTIVITY**

- 1 Inspection of Site - The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require availability of labour, Water, electric power and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The inspection of the site is to be carried out by the Contractor at their cost and risk. The Corporation will not pay any amount against this.
- 2 Sufficiency of Tender - Description of item in the Schedule of Quantities is brief and therefore shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion, maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the works. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Contractor shall be inclusive of all taxes, duties and other statutory levies.

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## **C. CONTRACTORS RESPONSIBILITY AT WORK**

- 1 The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
- 2 The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Corporation. The con

tractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-charge directs their earlier removal.

- 3 Site Drainage - All water which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer-in-charge and the Contractor's expense.
- 4 Nuisance - The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.
- 5 Materials obtained from Excavation - Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.
- 6 Treasure Trove, Fossils Etc. - All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.
- 7 Protection of Trees - Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within one metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.
- 8 Watching and Lighting - The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.
- 9 Contractors Supervision-Site Supervisory Staff - The contractor shall engage and keep at site, qualified technical staff engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.
- 10 Inspection and Approval - All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- 11 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement, of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considered it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event

ent of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-charge.

- 12 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.
- 13 Uncovering and Making Good - The contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and made good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.
- 14 None of the documents issued by the Corporation to the Contractor shall be used by the Contractor for any purpose other than that of this contract.
- 15 Facilities to Other Contractors - The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the works.
- 16 Sub-Contracts - The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
- 17 The Contractor must follow the instructions of the Corporation's representative and carry on the work as per Corporation's directions. Prevailing UCIL's General Conditions of Contract pertaining to the execution of Work shall be applicable and binding on the Contractor.
- 18 In case the Contractor fails to perform in partially or wholly, the Corporation will have right to get the work done partially or wholly, at their option departmentally or by some other agency and if any extra cost is incurred thereby, the same will be recovered from the Contractor's bill or Security Money.
- 19 The Contractor will be held responsible for any accident or damage to his vehicle or to his staff or any other person or property and any compensation payable shall be borne by the Contractor. In case the compensation is paid by the Corporation on the account of the Contractor, the same shall be recovered out of any amount due to the Corporation on any account as the Corporation deem fit. If for any Act of the Corporation is involved in litigation/Court case, the entire responsibility for all cost incurred by the Corporation for defending/conducting the court case should evolve on the Contractor and the expense thus incurred by the Corporation should be met by the Contractor. The Corporation shall have full powers to realize these charges by deduction from any dues to the Contractor, or from the Security Deposit.
- 20 The Contractor will have to make his own arrangements for accommodation of his labour and staff.
- 21 The vehicles engaged must be fully road worthy and have full valid papers.

#### **D. RESPONSIBILITIES AND POWER OF CORPORATION**

The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.

2 Contract Documents - The Contractor shall be furnished, free of charge, two certified true copy of the Contract Documents except Standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representative or by other Inspecting Officer.

3 Deviation/Variation Extent & Pricing - The Engineer-in-charge shall have power (i) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alteration, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Conditions mentioned.

4 Duties and Powers of Engineer-in-charge's Representative - The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works without the approval of the authority and with the full knowledge of the contractor..

5 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.

6 Failure of the Representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

7 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

8 The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. The estimate shall be applicable for this purpose only and for no other.

9 For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

10 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

11 All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

12 The Contractor or his Agent shall be in attendance at the site/sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had given to the Contractor himself.

13 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

14 If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope

of the works for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived in consequence of the foreclosure of the whole or part of the works.

15 The Contractor shall be paid at Contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

16 Accepting Authority is Chairman & Managing Director of Uranium Corporation of India limited.

## **E. LABOUR**

- 1 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 2 The Contractor shall furnish to the Engineer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer-in-charge or to the officer so nominated. Contractor should also inform the number of female workers who have been allowed maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 3 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 4 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 5 The Contractor shall comply with the provisions of the Jharkhand State Employment of Local Candidates in Private Sector Act, 2021, Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 Atomic Energy (Factories) Rules, 1996 or any other law relating thereto and Rules made there under from time to time.
- 6 The Contractor shall be liable to pay his contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 7 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have the power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Act.
- 8 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 9 In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under /amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.
- 10 Model rules for Labour Welfare. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for labour Welfare as provided under the Rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements a

s aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

- 11 Failure to comply with model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- 12 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at Site and the Contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall be a license subject to the following and such other terms and conditions as may be imposed by the license :-
  - (i) that he shall pay a nominal license fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him,
  - (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,
  - (iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge,
  - (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
- 13 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.
- 14 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
- 15 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 16 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

## **F. TIME SCHEDULE**

- 1 **Suspension of Works** - The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
  - (i) on account of any default on part of the Contractor,
  - (ii) for proper execution of the works or part thereof for reasons other than the default of the Contractor,
  - (iii) For safety of the works or part thereof.
- 2 **Time and Extension for Delay** - The time allowed for execution of the works as specified in the Special terms and conditions, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice

ce to any other right or remedy be at liberty forfeit the Earnest Money/Security Deposit absolutely.

- 3 **Time and Progress Chart.** - As soon as possible after the Contract is concluded the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

- 4 The delay due to the following reason may be considered for not imposing fine/penalty what so ever on the contractor:

force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, delay on the part of other Contractors or tradesman engaged by Corporation in executing work not forming part of the Contract, non-availability of stores, which are the responsibility of Corporation to supply, non-availability or break-down of Tools and Plant to be supplied or supply by Corporation, any other cause which, in the absolute discretion of the Corporation, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall to all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 5 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.
- 6 In any such case the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge.
- 7 **Compensation for Delay:** If the Contractor fails to maintain the required progress in terms of the condition of this Contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered.

- (i) Completion period (as originally stipulated) : @ 1 % per week
  - (ii) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: @ 1/2 % per week
  - (iii) Completion period (as originally stipulated) exceeding 2 years.: @ 1/4 % per week
- 8 Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.



8 Completion period (as originally stipulated) not exceeding 6 months: 10 percent.

Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: 7-1/2 percent.

Completion period (as originally stipulated) exceeding 2 years: 5 percent.

- 9 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.
- 10 **Date of Commencement** - Within Fifteen Days from the date on which written order is issued to commence the work if otherwise no other date is indicated.
- 11 **Work Schedule** - The contractor will normally be permitted to carry out the work as per indicated in the special conditions.
- 12 **Completion Time** - The work has to be completed within the time as indicated in the special conditions. Under normal circumstances no extension shall be granted.
- 13 **Temporary Stoppage of Work** - Ordinarily suitable intimations will be given to the contractor by the Corporation in case the work is to be suspended temporarily owing to break down in the plant, machinery etc.
- 14 **Stoppage of Work by the Contractor** - An advance of minimum 24 hours has to be given by the Contractor in writing to the Corporation in the event of anticipating possible discontinuation of work for any reason.
- 15 **Working during Night or on Sundays and Holidays** - Any deviation in the contract timing should be with prior permission from the officer in charge.
- 16 **Completion Certificate** - As soon as the working is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of completion indicating
  - (a) the date of completion,
  - (b) defects to be rectified by the Contractor and/or
  - (c) Items for which payment shall be made at reduced rates.

When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings levelled keys clearly and handed them over to the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials except for any sum actually realised by the sale thereof loss the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

- 17 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the Contractor takes possession of any part or parts of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere to this contract . Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in Conditions provided the Contractor fulfils his obligations under that Condition for the relevant part.

## **G. PAYMENT**

- 1 Interim bills shall be submitted by the Contractor at intervals fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 2 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting therefrom the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 3 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are accordance with the contract.
- 4 Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.
- 5 Time Limit for Payment of Final Bill - The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-charge, shall be made within the period specified hereunder the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
  - (a) Contract amount not exceeding Rs. 5 lakhs: Four months.
  - (b) Contract amount exceeding Rs. 5 lakhs : Six months.
- 6 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract provided however no reimbursement or refund shall be made if the increase/decrease is not more than +10% of the said price, and if so the reimbursement or refund shall be made only on the excess over + 10% provided that any increase will not be payable if such increase has become operative after the Contract or extended date of completion of the works or items of work in question.
- 7 Overpayments and Under payments - Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the amount. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the withstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 8 If as a result of such audit and technical examination any overpayment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 9 Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 10 Any amount due to the Contractor under this contract for underpayment may be adjusted against any

amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contractor or account whatsoever.

- 11 Any expenditure arising out of preliminary site work e.g.; temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks will be paid as per the contract.
- 12 The contractor shall if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

## **H. DEFECTS LIABILITY PERIOD**

- 1 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 any defect which may develop or may be noticed before the expiry of the period mentioned hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand and delivery or by registered post.
- 2 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works and shall at his own cost repair and make good the same so that at completion, the works.
- 3 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
- 4 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.
- 5 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for or injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify caused by the Expected Risks.
- 6 The Contractor shall at all times indemnify the Corporation against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, ESIC Act, 1948 Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agent, or servants) and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- 7 The Contractor shall prove to the engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period.
- 8 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

- 9 If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recovery the same as debt due from the Contractor.
- 10 In case the Job / Work is divided in part or so the defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

## **I. LEGAL REQUIREMENT**

The Contractor should full fill all the legal requirement of the country. Specially attention is drawn to the following Act and the Rules, Regulations, Circular made there under.

1. Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017
2. Atomic Energy Factory Rules, 1996
3. Jharkhand State Employment of Local Candidates in Private Sector Act, 2021 (Act No.-14 of 2021)
4. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022
5. The Indian Electricity Act,
6. The Indian Explosive Act,
7. The Minimum Wage Act.
8. The Indian Atomic Energy Act.
9. The Child Labour (Prohibition and Regulation) Act, 1986
10. The Employees Provident Fund Act
11. Atomic Energy Act
12. Labor Law [Central/State]
13. Payment of Wages Act
14. ESI Act
15. Payment of Bonus Act
16. Maternity Benefit Act
17. Contract Labor [R&A] Act
18. Food Safety and Standards Act, 2006

All labour laws & Acts etc. as applicable from time to time

All forms, return, documents are to be filled up by the Contractor as desired by the authority.

- 1 This contract shall be governed by the Indian laws for the time being in force and it shall be deemed to have been executed at Jaduguda within the ordinary Civil Jurisdiction of the Competent Courts in the District, Jamshedpur, Jharkhand.

- 2 Minimum wages to be paid as fixed by Assistant Labour Commissioner, Central from time to time for different category of labour as fixed or UCIL competent authority.
- 3 Leave with wages are statutory provision under Factory Act 1948. The amount will be reimbursed to the contractor on actual payment.
- 4 Contract Labour Act: As a transport contractor you should obtain a license from the competent authority for engaging the labourers as required under the provision of the Contract Labour Regulation & Abolition Act 1970 and Rules framed there under as applicable to Central Government Undertakings. The license may be shown to the competent authority as required.
1. Formalities Regarding the Contract: Before commencing the work, Contractor will have to take Third Party Insurance and Insurance to cover risk for Injury/Accident of labourers engaged. The Insurance Policies should be submitted to Accounts Department of UCIL, Indemnifying the UCIL from all liabilities under E SIC and accidental insurance for Accident / Injury etc.
- 5 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.
- 6 Contractor is required to get acquainted with the legal conditions before filling up the tender document.

## **J. SAFETY**

1. The Contractor shall at all times, take all reasonable precaution for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the Safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Jaduguda for a specified contract.

In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no reason of or in connection with such stoppage.

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.
3. Contractors shall have at least one person fully trained in First Aid present at the site of work all the time.
4. Contractors must report to the Officer In-charge through their contracting officers every accident involving (a) their personnel, (b) UCIL property or Personnel, (c) Property or personnel of other contractors working on the site, (d) Name of the Person/s, (e) Nature and location of incident being reported, (f) Name of Supervisor/Engineer-in-charge, location and telephone number where he can be reached.
5. Contractors shall submit their investigation reports, in the format provided, through their contracting officer, to the Officer In-charge immediately but not later than 3 working days after the occurrence of accident.
6. Monthly summary of accidents and cases of fire shall be prepared by each contractor and be sent to the Officer In-charge.
7. Prime contractor reports shall include the man days lost and occurrence of accidents under the jurisdiction of the sub-contractors.
8. Contractors shall submit a narrative on safety activities and fire incidents for each month. The review should contain such items as personnel and programme change, major project started and major problems.
9. All safety appliances and protective clothing shall be provided to the workers by the Contractor at his cost.

## **K. TOOLS, PLANT, EQUIPMENT AND MATERIAL**

- 1 The Contractor shall arrange at his own expenses all tools, plant and equipment required for execution of the work other than specified in the contract.
- 2 The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.
- 3 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- 4 The Contractor shall at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the Contract.
- 5 The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the part of the Contractor if removing rejected materials the Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs which may attend upon such removal and/or substitution shall be borne by the Contractor.
- 6 The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any article or materials or part thereof included in the contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction/issued by the Corporation but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the tender.
- 7 All charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 8 The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than these for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.
- 9 Material to be Supplied by the Corporation are shown in Schedule which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 10 If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-charge and on payment before the materials are issued to the Contractor.
- 11 For the materials listed in Schedule which the Corporation has agreed to supply the Contractor, he shall give a reasonable notice in writing to his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be supplied for the purpose of the Contract aforesaid Schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which may after become due to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.
- 12 The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary incorporating of fixing materials in the works including all preparatory work of whatsoever description as may be required.
- 13 All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (includi

ng preparatory work) shall, on completion or on foreclosure of the work be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Contractor.

- 14 Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding these at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.
- 15 If on completion of works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur the Engineer-in-charge may, by a written notice to the Contractor require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 16 Delay in Obtaining Materials by the Corporation - Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in the mentioned Schedule of ATC. There may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to suggest the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.
- 17 Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at place approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.
- 18 Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled fabricated manufactured obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 19 Materials supplied by the Corporation and brought to the Site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all surplus materials originally supplied to him as per stipulation in the Contract.
- 20 All tools and implements and any other materials required for execution of the contract job shall be arranged by the Contractor at his own cost.
- 21 The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- 22 For Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- 23 If any materials supplied by the Corporation are tendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation Stores, if so required by the Corporation.
- 24 In case of stoppage of work by local people /Bandh or any other reasons, no idle charges will be paid by Corporation towards Labour, Plant and Machinery etc. to the contractor for this work.

## **L. DISCREPANCIES**

- 1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in pref

reference to scale and Special Conditions in preference to General Conditions.

- 2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract.
- 4 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules :
  - (a) In the event of a discrepancy between description in words and figures quoted by a Contractor, the description in words shall prevail.
  - (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  - (c) All errors in totaling in the amount column and carrying forward totals shall be corrected.
  - (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Contractor. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the Contractor, shall be ignored.
  - (e) In case of Lump Sum contractors based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/- whichever is less than the errors shall be rectified and the rectification dealt with as for deviations/variations, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the contractor in the Bill of Quantities.

## **CANCELLATION OF CONTRACT**

1. Cancellation of Contract may be in Full or Part depending up on the conditions described below.
  - (a) If the Contractor at any time makes default in proceeding with the work with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge.
  - (b) If the Contractor commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
  - (c) If the Contractor fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
  - (d) If the Contractor commits default in unauthorised transfer/removal from the work site of any material for which payment has been claimed or indulge in unauthorised transfer/removal of materials/tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
  - (e) If the Contractor shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation.
  - (f) If the Contractor shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge.
  - (g) If the Contractor shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering.



- (h) If the Contractor being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditor shall be given to the Contract.
  - (i) Contractor for the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor.
  - (j) If the Contractor being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court or debentures holders to appoint a receiver or manager; or
  - (k) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
  - (l) If the Contractor assigns, transfer, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
2. The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as whole or only such items of work in default from the Contract.

The Accepting Authority shall on such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plan, implements, stores, etc., thereon; and /or
  - (b) Carry out the incomplete work by any means at the risk and cost of the Contractor.
3. On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractors' materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
4. Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor shall be called upon in writing to pay the same within 30 days.
5. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
6. Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.
7. Termination of Contract for Death.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies than unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed part without the Corporati

on being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

#### **M. ARBITRATION**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL. The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

Other Terms & conditions as in "Instructions to Contractors & General conditions of contract" (enclosed) shall also apply. However in case of any contradiction between above terms & conditions and General conditions of contract then above terms & conditions shall prevail.

#### **N. Method of black listing vendors**

- I. Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved while periodical review / updating of vendor list. The black listed vendor/ contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list subject to adequate justification for the same.
- II. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions of prices or withdrawal his quotation subsequent to the date of opening.
- III. Further, the vendor shall be banned from doing any business with the company in case of:
  - a) If security considerations including question of loyalty to the state so warrant.
  - b) If the proprietor of the firm, its partner or representatives is convicted by a court of law following prosecution for offences relating to business dealings.
  - c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc

## **O. PROCEDURE FOR ENGAGEMENT OF PERSONS BY CONTRACTORS**

### **1. Proof of Identity**

- 1.1. All the persons to be engaged by the Contractor must produce valid proof of their identity.

### **2. Medical Fitness**

- 2.1. No person who does not fulfill the required standard of medical fitness under the ATOMIC ENERGY (FACTORIES) RULES, 1996 for working in mill shall be engaged for this work.

### **3. Letter of Engagement by Contractor**

- 3.1. The Contractor must submit in writing a letter of engagement in respect of each person proposed to be engaged by him /her for the above work to the Engineer-in-Charge without which no persons shall be enrolled for working within the mill premises.
- 3.2. The contractor shall not engage any person of less than 18 years of age & females during night hours as required by relevant law.

### **4. Police Verification**

- 4.1. As per the administrative requirements of UCIL, police verification of persons to be engaged within the premises of the organization has to be submitted.

### **5. Insurance**

- 5.1. All the persons to be engaged for this work will be appropriately insured under "ESIC Insurance" and "Accidental and Death Insurance" by the Contractor for the entire duration of engagement and a copy of the related documents shall be submitted to the Engineer-in-charge.

### **6. Enrollment**

- 6.1. Upon receipt of a request for engagement by the Contractor, and subject to fulfillment of the required standard of medical fitness and the required insurance coverage, the name of a person shall be registered in the B-Register maintained at the Mines Office.

### **7. Identity Card**

- 7.1. Upon enrollment at the mines office in the B-register of the mine, the Contractor shall issue an identity card /employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required. Such identity card must mention the Form A - register number of the employee as recorded at the mines office.

### **8. Security Gate Pass**

- 8.1. The Contractor and its employees shall strictly abide by the security rules and regulations enforced by UCIL from time to time. Gate passes for individual workman/equipments will be provided by CISF I/C, on submission of written application through the Engineer-in-charge or his representative along with necessary documents as required by the CISF personnel.

8.2. The Engineer-in-charge, UCIL, Jaduguda shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorised representative shall be bound to comply with the instructions in this regard.

## **9. Attendance Recording**

9.1.1.1. The attendance of each employee deployed within the mill premises shall be recorded in the manner.

## **10. Payment of Wages**

10.1. All persons engaged for any work under this contract shall be entitled to statutory payments like the minimum wage, provident fund, bonus etc. as provided under various Central and State Government laws at the risk and cost of the contractor.

**10.2. All the wages are to be paid through cheques or electronic transfers into the bank account of the concerned person who is to be engaged by the Contractor.**

10.3. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge.

10.4. In case of any dispute in the matter of payment to the employee of the contractor, the decision of the Engineer-in-charge shall be final and binding on the contractor.

## **11. Payment of Overtime**

11.1. For any extra duties alternate standby persons shall have to be provided by the Contractor.

11.2. In case the bidder fails to engage the extra persons and continues to engage the existing persons on overtime, the **extra payment to such persons on account of overtime** shall not be reimbursed by UCIL and it has to be **borne by the contractor**.

## **12. Canteen Facility**

12.1. The canteen facilities for the persons to be engaged in this work shall be extended by the contractor as specified under the ATOMIC ENERGY (FACTORIES) RULES, 1996 at the risk and cost of the contractor.

## **13. Facilities for Women Work Persons**

13.1. Additional facilities for women employees under various central and state legislations as may be applicable for this work shall have to be extended by the contractor at its own cost and risk.

## **14. Sanitation & Shelter**

14.1. The persons to be engaged by the contractor for carrying out this work may use the shelters and pit head bath facility for employees provided at the mill.

## **15. Personal Protective Equipment & Uniform**

15.1. The Contractor shall provide uniform, full shoes and socks to the drivers and they will have to use them throughout the duty hours.

## **16. Accommodation & Local Transport**

16.1. The contractor shall arrange for housing accommodation of his employees and the UCIL shall have no responsibility/liability whatsoever in this regard.

16.2. Similarly, UCIL shall not be responsible /liable for the lodging, boarding and local transport of any of the persons engaged by the contractor.

## **17. Training**

17.1. The successful Contractor have to release their workmen including supervisors employed against this work for safety /environmental training as per requirement assessed by Engineer I/C. at their own cost.

## **18. Standard Operating Procedure /Safe Operating Procedure (SOP)**

18.1. The Contractor must ensure that all the persons engaged by him follow the SOPs and other safety instructions issued to them from time to time.

## **19. Supervision**

19.1. The contractor shall post adequate no. of competent experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Engineer-in-Charge, as and when required.

### **19.1.1. Competency, Duties & Responsibilities of Contractor's Supervisor**

19.2. All supervisors to be engaged by the contractor shall in addition to fulfilling safety stipulations mentioned above must be competent for the supervision of the specified work and must obtain an authorization from the Mine Manager for discharging the duty of supervision of specific work.

### **19.2.1. First Aid Training**

19.3. It will be the responsibility of the contractor to ensure that the supervisor engaged by him should be trained in First Aid and must possess a valid First Aid Certificate of standard specified in the ATOMIC ENERGY (FACTORIES) RULES, 1996.

## **20. Injury at Work, First Aid & Medical Aid**

20.1. The contractor must make arrangement for immediate first aid and rescue and medical aid of any of the persons engaged by it so to prevent deterioration of the condition of the injured person and prompt treatment for recovery at its own cost and risk. Failure of the contractor to ensure such prompt first aid, rescue and medical aid shall make him responsible for the consequences arising there from.

20.2. Information of such accident should be passed on to the Mill Time Office and the Engineer-in-charge at the earliest without delay.

### **20.2.1. Compensation**

20.3. In case of any accident to any employee of the contractor arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the ESIC Act, 1948 or any amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

20.4. For fatal injuries, the contractor may also be called upon by the UCIL to

pay funeral expenses and /or any other ex-gratia amount to the dependent(s) of the deceased employee, as payable in the case of company's employees.

- 20.5. In case of failure on the part of the contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the company and cost/charges/expenditure incurred or spent by the UCIL in this regard shall be recovered from the contractor's bills/dues/security deposit.

**21. Emergency Communication**

21.1. The contractor shall provide to the Mill Time Office all emergency contact details of persons who are to be intimated in case of any emergency.

21.2. The contractor must make arrangement for prompt circulation of information related to any kind of emergency whatsoever to the Time Office, Safety Officer, Manager, Engineer-in-Charge and other senior officials.

**22. Claims for Employment**

22.1. The employees of the contractor shall at no stage, during the execution of or after the termination of the contract, have any claim whatsoever for employment with the UCIL and the UCIL shall have no obligation/liability whatsoever, to take into employment any employees of the contractor on any ground whatsoever.

**23. Compliance of Statute**

23.1. The contractor shall ensure that the employment of persons at mill is in full compliance with various statutes. In this regard, the provisions of '**Ease of Compliance to maintain registers under various Labour Laws Rules 2017**' shall have to be fully complied.

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**SCHEDULE - F**

GENERAL CONDITIONS OF THE CONTRACT

S · N o ·	Description	Details
a )	Accepting Authority	Chairman & Managing Director
b )	Market Rate Percentage addition to Overheads and Profits	3.85% (As per GEM)
c )	Security Deposit	Ten Percent of the awarded contract value
d )	Refund of Security Deposit	50% of security deposit immediately after completion of work and balance 50% of security deposit will be released along with final bill
e )	Date of Commencement	08 Days from the date of issue of GEM Order/LOI
f )	Date of Completion	01 (One) Year from the actual date of commencement
g )	Agreed Liquidate Damage	Up to a maximum of 05 percent of the contract
h )	Insurance	As mentioned in BID Document
i )	On Account Payment	Monthly by 07 <sup>th</sup> of every month
j )	Authority for appointing Arbitrator	Chairman & Managing Director, UCIL

### **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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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---



