

Bid Document

Bid Details	
Bid End Date/Time	22-12-2022 17:00:00
Bid Opening Date/Time	22-12-2022 17:30:00
Bid Offer Validity (From End Date)	70 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Uranium Corporation Of India Limited
Office Name	Jaduguda
Item Category	Custom Bid for Services - Repairing and Maintenance of 187 Tubewells in nearby villages of Narwapahar
Contract Period	1 Year(s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	390737
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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.
3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Pre Qualification Criteria (PQC) etc if any required:[1669618348.pdf](#)

Scope of Work:[1669618507.pdf](#)

Service Level Agreement (SLA):[1669618517.pdf](#)

Payment Terms:[1669618530.pdf](#)

GEM Availability Report (GAR):[1669618998.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1669619023.pdf](#)

Custom Bid For Services - Repairing And Maintenance Of 187 Tubewells In Nearby Villages Of Narwapahar (1)

Technical Specifications

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repairing and Maintenance of 187 Tubewells in nearby villages of Narwapahar
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SCOPE OF WORK

Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines of surrounding villages of Narwapahar under Corporate Social Responsibility (CSR) for the year 2022-2023.The objective is to provide the availability of drinking water by repairing and maintaining the existing tube wells installed by the UCIL in the surroundings villages.

PRE-QUALIFICATION CRITERIA (PQC)

Pre-qualification criteria (PQC) for Experience & Past performance: Sole Bidder

should fulfill the technical eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

A) **TECHNICAL ELIGIBILITY CRITERIA**

Experience of having successfully completed “similar contract” work during last 07 (Seven) years ending last day of month previous to the one in which application are invited should be either of the following -

- a. Three similar completed works each costing not less than the amount equal to **Rs.1,56,295.00**
or
- b. Two similar completed works each costing not less than the amount equal to **Rs.1,95,369.00**
or
- c. One similar completed work costing not less than the amount equal to **Rs. 3,12,590.00**

Similar works means “Experience in execution of any of the works **(Repairing/Maintenance of tube well/submersible/Civil Work)** with Govt. / PSU / Public Limited Organization / Private Limited Organization”.

The bidder shall submit documentary evidence by way of notarized copy/copies of work order and completion certificate specifying the work & the amount of order from client in support of meeting above technical eligibility criteria.

2. **GEOGRAPHIC PRESENCE**: Office registration certificate- Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits i.e. - Jharkhand State with contact and e mail Address. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

- a) Trade License issued by the local authority in the name of the Firm
or
- b) Landline phone number in the name of the Firm or
- c) Electricity bill for last one year in the name of the Firm or
- d) GSTIN registration or
- e) Udyam/MSME/Udyog Aadhaar Certificate

3. All the manpower engaged for this work, should adhere recruitment rules and regulations as per Jharkhand State Employment of Local Candidates in Private Sector Act, 2021 and The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022.

FINANCIAL ELIGIBILITY CRITERIA

Pre-qualification criteria (PQC) for financial requirement:

The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

The average annual financial turnover during the last (03) consecutive financial years, ending 31/03/2021 shall be at least **Rs. 1,17,221.10** of the estimated cost supported by the audited annual account of each year.

Bidder shall submit signed copy of Audited Annual Financial Reports for last 03 (three) consecutive financial years ending 31st March 2022 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not a Company and is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN. In case of Companies/ Firms which are less than three (03) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and profit & loss statement or CA certificate submitted by the bidder for the available period divided by three (03).

Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they

1. Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements
and / or
2. Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

C) PRE-BID CLARIFICATION

1. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the terms & conditions of the

tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 02 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. Any deviation to the terms & conditions shall result in rejection of the offer. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.

2. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.
3. Offer has to be submitted by sole Bidder only. Offers submitted in consortium shall not be accepted.

D) SUBMISSION OF TENDER

1. Tender shall be prepared and submitted online on the e-portal as per the instructions given in GEM Portal. All the duly filled in Attachments shall be stamped & signed on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the bidder along with their tender.
2. Bids submitted by any other mode will not be accepted and will be summarily rejected.
3. 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 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. All pages of the bid document shall be Signed & stamped by the authorized person of the firm/company.

E) REQUIRED DOCUMENTS TO BE UPLOADED IN GEM PORTAL

The following documents are mandatorily required to be uploaded as per below sequence in GEM Portal:

1. Documents as per Technical Eligibility Criteria as mentioned in Pre-

qualification criteria (PQC).

2. Documents required for financial eligibility of the party as per Financial Eligibility Criteria as mentioned in Pre-qualification Criteria (PQC).
3. Work completion certificate with mentioned executed amount and work duration against each work.
4. PAN No. with documentary proof.
5. GST Registration No. & P.F. Registration No. with documentary proof.
6. MSME (If Any) with documentary proof.
7. Cancelled Cheque of the registered firm/organization.
8. Earnest Money Deposit (EMD) in the form of demand draft (DD)/ RTGS with documentary proof of submission.
9. The "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to this specific tender only. Attested/ notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
10. Bidder should submit their Price bid strictly as per Price Break up of the lump sum offering as per enclosed format uploaded in GEM Portal. Bidder shall quote their rates against all the items in Price Schedule enclosed with this tender failing which their offer may be liable for rejection. If bidder fails to quote one or more items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment. Price submitted by Bidder in any other format shall render their offer invalid and shall not be considered for evaluation. There shall be no change or addition/deletion except for filling-up of the actual price/rate in the Price part uploaded. Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc. that is applicable on his quoted prices/ rates. The bidder shall not indicate the same as "extra" or "extra as applicable". Bidder shall ensure that GST rate with SAC code (as applicable) is indicated against total items of the price schedule.
11. Bidder should upload the "**Declaration by Bidder**" as per Annexure - I mentioned in PQC document to be furnished on bidder letter head.
12. Any person submitting the Tender online 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.

Please note that neither Price Break up of the lump sum offering should be given in Blanked Price Format or any other format as mentioned above. In case this condition is not complied, the bid may be liable for rejection.

(G) 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 an amendment 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.

(H) PRICE PART

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in GEM Portal.

(I) FINALIZATION OF TENDER

1. The L1 bidder shall be the bidder having the lowest total Contract Price (Total Basic Price + GST) amongst the techno-commercially acceptable bidders.
2. During evaluation if it is found that bidder has quoted incorrect applicable rate of tax then correct applicable rate of tax shall be considered for evaluation.

3. In case price/ fee quoted by any bidder are 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.

(J) **CONFIDENTIALITY**

Bidder shall note that all data / specification enclosed with Tender document getting uploaded in GEM Portal are confidential. Bidder shall keep all data in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party.

(K) **SUSPENSION / BANNING**

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning from submission of tender till completion of order execution in GEM Portal shall be banned / suspended for business dealings with UCIL. Period of banning /suspension shall be governed by UCIL prevailing approved Suspension / Banning procedures.

(L) **GENERAL**

1. Bidder shall submit their offer strictly in accordance with the technical & financial specifications & as per terms and conditions of tender document without any deviation.
2. Before submission of tender online in GEM Portal, Bidders are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
3. The bidders are advised to visit the site to acquaint themselves with the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water or similar physical conditions of the site.
4. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.
5. Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if

applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.

6. Canvassing in any form is strictly prohibited and any bidder found to have resorted to canvassing or influencing other bidder shall be liable to have his tender rejected summarily.
7. If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the UCIL reserves the right to reject such tender.
8. Tender documents are not transferable.
9. Bidder shall have to comply with provision of contract labour (Regulation & Abolition) Act 1970 and rules appended there under, if applicable to him.
10. The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelization in the bidding process.

(M) **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.

Format for Price Break up of the Lumpsum Offering: Bidders are mandatorily requested to upload the filled format for price break up of the Lumpsum Offering in Price bid (Part - II) of GEM Portal.

Sl. No.	Description of the Item	Qty.	Unit	Quoted Rate (Rs.)	Amount (Rs.)
1	Repairing and maintenance of 187 tubewells in nearby villages of Narwapahar Mines (CSR job).	187	Nos.		
2	Total Contract Value in Words (Rs. R1) Rs.....				

Note (Important for bidder): The bidder shall quote lump sum Cost of Service in totality in GeM custom bid and **L1** will be decided on lowest on quote lumpsum Cost of Service in totality as per **Sl. No. 1 & 2 as mentioned above**, which bid value quoted in GEM. The quantity of procurement requirement "**1**" indicates Lumpsum based for GeM Custom Bid. The bidder should mandatorily submit this sheet for price breakup of item wise rate. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process.

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Sign & Stamp of bidder

SERVICE LEVEL AGREEMENT (SLA)

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1. The contract period shall remain valid for 08 months from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 15 days on receipt of LOI indicating contract price of the work. Bidder will report to the designated Engineer in Charge / Engineer Representative, UCIL within 2-3 days on receipt of work order & commencement of work order for the exact program of start/execution of job(s) and further discussions/ modifications on the above work schedules. No mobilization advance is payable in the contract.

2. **Contract Agreement:**

Contract Agreement should be executed in prescribed format on a non-judicial stamp paper within 30 (thirty) days from the date of issue of L.O.I. / Work Order. However, no payment will be made without execution of contract agreement. Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI/ Work Order issued to the successful Tenderer shall remain binding amongst the two parties. In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

Special Terms & Conditions

Purpose/ objective of the assignment

This contract is intended to look after the **Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines (CSR Job).**

1. **Taxes:** The quoted rate(s) are inclusive of all taxes and personnel protective equipment charges inclusive GST. And imposition of any new taxes/duties by the State Govt. or Central Govt. during the contract execution period will also be paid by the contractor. Offers with price

variation clause will be out rightly rejected.

2. **Completion Period:** Time of completion for this work will be 12 (Twelve) months.
3. **Working Hours:** The work shall normally be carried out between 7:00 AM to 12:00 Noon and 02:00 PM to 05:00 PM on all working days. The extension of work beyond working hours, if any shall be carried out after obtaining prior permission of Engineer-in-charge for which no extra claim shall be entertained.
4. No escalation on any account whatsoever shall be paid against this work.
5. You will have to give a certificate of liability for damage done by your employees/workmen and also provide detailed address of the employees/workmen also.
6. Monthly RA Bill and One final bill shall be paid for this work.
7. Safety precautions should be maintained during the execution of this work. All the safety appliances should be provided to the workman at your own cost.
8. The contractor has to use his own tools, machines and implements whatsoever necessary.
9. You shall cover all materials at site as well as the value of work awarded with requisite insurance against theft, larceny dacoit, fire, tempest and flood and any other natural calamity.
10. Quantity of any individual item may vary to any extent and be excluded 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.
11. All other terms and conditions like compensation for delay termination of contract arbitration clause etc. shall be governed as per norms of the corporation.
12. The Contractor shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards badges etc. to his employees wherever directed by the Engineer-in-charge.
13. In case of stoppage of work by local Bandh or any other reason. No idle charges will be paid by the corporation towards labour plant and machinery etc. to the contractor of this work.
14. After testing and sampling of water, the necessary removal cap to be fixed by the contractor at his own cost until the final installation of hand pump is carried out later on.
15. In case there is no water yield from bore hole repairing no payment will be made against the work.
16. After completion of repairing of tube wells for drinking water at surroundings villages the performance of hand pump will be tested and to be certified by the concerned village Pradhans, villagers etc.
17. A register/file must be maintained for complaints received from the villagers.
18. Any grass/jungle stripping cutting of bushes and removal of minor natural obstructions on the way or repairing and maintenance/other related work will be carried out by the contractor at no extra cost to

Corporation.

19. The Contractor must obtain written certificate from the villagers towards repairing of hand pumps in the villages for payment of bills.
20. For brought-out items only acceptable brands and products of approved manufacturers must be used during repairing of Hand Pumps.
21. The contractor shall execute the agreement with the corporation in the Performa approved by the corporation for the execution of the work, within one month or as directed from the date of issue of Work Order on non-judicial stamp paper of requisite value, which shall be provided by the contractor at his own cost including obtaining whole period insurance.
22. The period of contract, stipulated in the agreement may be extended for the execution of the awarded quantity and similarly the quantity may be increased for execution of the work up to the awarded period, at the awarded rate/rates, at the discretion of the corporation. This shall however, be without prejudice to the right of the corporation to impose penalty as stipulated in General Terms and Conditions of the contract.
23. Contractor should hand over the clear site to the Corporation after completion of job after removing all the surplus materials, spoils, debris etc. failing which Company have right to:
 - i. Retain the Final Bill till site clearance is completed, or
 - ii. Engage some other agency to carryout site clearance at Contractor's risk and cost.
24. Joint measurement record should be maintained by the contractor for the O/o. of work done and should be duly signed by Engineer-in-charge/ Engineer's representative.
25. Due commencement of work shall be within 15 days from the date of issue of L.O.I./Work order and insurance and other formalities etc.
26. The employees of the contractor shall at no stage, during the execution or after the termination of the contract, have any claim whatsoever for employment with the corporation and the corporation shall have no obligation/liability whatsoever, to take into employment any employees of the contractor on any ground whatsoever.
27. 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 corporation or statutory authority, to remove the danger and ensure safety of employees of the contractor/corporation.
28. The corporation may terminate the contract by giving 30 days notice, without any assigning any reasons whatsoever for the same.
29. Without prejudice to the right of the corporation as contained in clause above, the contract may be terminated partly or fully and these security

- deposits forfeited, at the discretion of the corporation without any notice to the contractor, in the following eventualities.
30. The contractor shall strictly comply with all the statutory guidelines of AERB as well as directives of safety officer of UCIL, Narwapahar from time to time.
 31. The corporation shall have the right to stop the work giving prior notice for such time during which such stoppage is found absolutely necessary. For such stoppage the contractor will be given 24 hours notice and no claim for idle labour/transport etc. shall be entertained by the corporation (UCIL). If the performance of the contractor is not found satisfactory, the contract will be terminated within one month after giving due information to the contractor in writing by UCIL and will have sole discretion in this regard.
 32. Contractor must quote their rates against all the items in Schedule of quantities supplied along with this tender. If any contractor fails to quote any of the items, they have to execute without any payment.
 33. This notice of Tender shall form a part of the Contract Documents.
 34. Payment of Bill: The Contractor shall be paid on submission of their bill every month duly certified by the Officer-in-charge for this contract.
 35. In case of discrepancy in quoted rate(s) and/or worked out amount(s) the following guide line will be followed:-
 - a) In case of Item Rate Tender, only rate quoted shall be considered.
 - b) Rate quoted by the contractor in item rate tender in figure(s) and words should be accurately filled in, so that there is no discrepancy in rates written in figures and words. However, if a discrepancy is found, the rate either in figure or words; which corresponds with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If an amount of the item is not worked out by the contractor or it does not corresponds with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct.
 - c) Where the rate quoted by the contractor in figure and in words tally but amount is not worked out correctly, the rate quoted by the contractor will unless otherwise proved to be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.
 36. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to split up the work, if necessary, without assigning any reasons thereafter.

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PAYMENT TERMS

01ST R.A. BILL

Following documents are also to be furnished before submission of 1st Bill, for payment processing:

1. Signed & Stamped (each page) copy of Work order.
2. Signed & Stamped (each page) Integrity Pact

MONTHLY BILL

The monthly Bills raised by Contractor shall be payable as under:

Basic amount arrived based on the actual monthly reports as mentioned below duly certified by UCIL, and agreed Special Terms and Conditions as mentioned in SLA.

Personnel Section

1. Bidder shall submit the repair/maintenance work report of tubewells duly countersigned by the Gram Pradhan/Villagers.
2. Monthly bill will be released on the successful repair of the existing tubewells.
3. Monthly bill needs to be raised and submitted to personnel section by 07th of every month.
4. Deduction in the monthly bills will be done on damage of assets provided by hired staffs of respective bidders.

Accounts Section

1. Certification of monthly bills by designated Official-in charge of UCIL.
2. Certification by designated Official-in charge of UCIL mentioning reimbursements/deductions made to contractor against monthly bills.

In case any or all of the documents listed as mentioned 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.

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

FINAL BILL

Accounts Section

1. Pre receipted invoice in three copies including original.

2. No claim certificate to UCIL.
3. Certificate of completion of all obligations by Contractor duly certified by UCIL Engineer in Charge.

A) COMPENSATION FOR FAILURE TO PERFORM THE CONTRACT WORKS

If the Contractor fails to prepare, supply and service of eatables during the canteen timing on any day for any fault attributable to the contractor, the penalty for non execution of the work will be as follows:-

- a) Rs. 50,000/- per day of non-execution of the work for first seven days.
- b) If the contractor fails to run the canteen with due diligence for a period of seven days and continued to do so after a notice in writing of 7 days from the Officer-in-charge, Canteen, the contract will be terminated without any further notice and the entire security deposit will be forfeited.

Penalty will not be applicable for force majeure incidents like sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.

PRE CONTRACT INTEGRITY PACT

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, favour 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.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will 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 process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. 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:-
 - 3.1. 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.
 - 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 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.
- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 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

- 3.11 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.

2 Previous Transgression:

- 2.1 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.

- 2.2 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.

3 Earnest Money (Security Deposit)

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- 3.1 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).
- 3.2 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.
- 3.3 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.
- 3.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

4 Sanctions for Violations

- 4.1 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.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (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.
- 4.3 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.

5 Independent Monitors

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- 5.1 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).
- 5.2 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.
- 5.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 5.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 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.

6 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.

7 Law and Place of Jurisdiction

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

8 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.

9 Validity

- 9.1 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.

- 9.2 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 intensions.

- 10 The Parties hereby sign this Integrity Pact at _____ on_____.

BUYER

BIDDER

Signature

Name of the Officer

Designation

-

Witness

Witness

DECLARATION BY BIDDER
(To be furnished on letter head)

GEM Ref. No. & Date:

Tenderer's Offer No. & Date: No. dated

a. We hereby declare that our organization M/s _____ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.

b. We hereby declare that our organization M/s _____ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by UCIL during this process without protest or demur.

c. We confirm our acceptance to all technical as well as commercial terms & conditions of the above referred tender enquiry without any deviation whatsoever.

d. On award of work order against the above tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep UCIL fully indemnified against any or all claims arising out of the above with regard to the subject order.

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

Disclaimer

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

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

---Thank You---