

TENDER DOCUMENT

**“PROVIDING AND FIXING GI CHAIN LINK
FABRIC FENCING WITH IS ANGLE POSTS
ALONG BOTH SIDES OF NARWAPAHAR
BRIDGE”**

URANIUM CORPORATION OF INDIA LIMITED

01	Name of work	"Providing and fixing GI chain Link fabric fencing with IS Angle Posts along both sides of Narwapahar Bridge"
02	Location of work	Uranium Corporation of India Limited, Narwapahar Mine, East Singhbhum, Jharkhand- 832111. Note: The location of the work is around 15 km from the nearest city Jamshedpur of Jharkhand state.
03	The Period of Contract	2 months
04	Estimated Value of Work	Rs. 6,44,739/- (Including GST)
05	Cost of Tender Document	NIL (GEM bidding)
06	EMD	<p>Rs. 10, 000/-</p> <p>Earnest Money (Rs. 10,000/-) 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]. OR BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50,000/-) may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled / nationalized bank. BG in lieu of EMD (Bid Security) shall remain valid for a period of 09 months from the due date of submission of the tender.</p> <p>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.</p>

SCOPE OF WORK

Providing and fixing GI chain link fabric fencing with IS Angle Posts along both sides of Narwapahar Bridge (Over Hill River) under Corporate Social Responsibility (CSR). The total length is approx. 150 Mtr. of the bridge on each side and the height of the fence is approx. 1.8 Mtr.

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

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.

- I. Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost **i.e. Rs. 1,93,422/-**.
- II. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost **i.e Rs. 2,57,896/-**.
or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost **i.e Rs. 3,22,370/-**.
or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost **i.e Rs. 5,15,791/-**

Similar completed works means: **“Experience in execution of work with any Central / State Govt Organization / PSU / Public Listed Company for Civil Construction work or Civil Maintenance work.”**

Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31st March of the previous financial year (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.

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

1. **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** only 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

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 (3) 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 (3).

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.

B) 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 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. 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.

C) 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.

D) 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)**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified in the evaluation process.
2. Documents required for financial eligibility of the party as per **Financial Eligibility Criteria** as mentioned in **Pre-qualification (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. 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 lumpsum offering as per enclosed format in Price bid (Part – II) to be uploaded in GEM Portal. Bidder should 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** of the current 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 nor any other format as mentioned above. In case this condition is not complied, the bid may be liable for rejection.

E) 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 amender 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.

F) PRICE PART

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

G) 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 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.

H) 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.

I) 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.

J) 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. 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.
6. 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.
7. Tender documents are not transferable.
8. 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.

K) 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

SERVICE LEVEL AGREEMENT (SLA)

1. The contract period shall remain valid for 02 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. Contractor 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 AND CONDITIONS OF CONTRACT

1. GI chain link fencing for both side of Narwapahar Bridge.
2. All transport vehicles shall be arranged by the contractor at his own cost.
3. All materials will be supplied by contractor within given time frame by EIC.
4. All item rates should be quoted considering inclusive of cost of all materials, GST, Profit, royalty, tools, tackles, labours, consumables etc.
5. Work will be carried out as per existing site conditions and location. If any obstruction like honey bees or any other natural obstruction occurs, the same has to be removed by contractor at his own cost. No extra claim shall be entertained in this regard.
6. All safety precautions shall be maintained by the contractor, safety work will take care as running road by putting barrier/display board.
7. No idle charges will be paid to the contractor for this work towards labour, machinery etc. if any disruption occurs.
8. Contractor to adhere strict compliance of prevailing statutory GST norms while raising Invoice to UCIL. Any financial liability arising out of non compliance shall be borne by Supplier/Contractor.
9. 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 17th of every month. Failing which it will be the discretion of Engineer In-charge / Engineer Representative to deduct as per company norms.
10. C.P.W.D./IS SPECIFICATIONS for works, in general, shall be followed for execution of works.
11. Completion Period: Completion period shall be valid for 02 months.
12. **SITE INVESTIGATIONS**: The **Tenderers** are **advised to visit the site** to acquaint themselves as to the nature and location of the work, type **and height of structure**, the general and local conditions particularly those bearing upon transportation, disposal handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar **physical conditions of the site**, the formation and conditions of the ground, the character, **quality** and quantity of **surface** and sub-surface materials to be encountered.
13. **DUTIES / TAXES**: The present labour with enhanced calculation should be

inclusive of all taxes, duties, service tax/GST, if applicable and imposition of any new taxes / duties by the State Government or Central Government during the contract execution period will also be paid by the contractor. Hence, no other taxes, duties and royalty, etc. would be paid.

14. No any materials shall be issued by the department in this contract
15. Contractor should obtain valid insurance for the materials against theft, burglary etc. for this work and contractor shall be liable for, if any dispute arises. Corporation will not entertain any claim in such even occurs.
16. 24 Hours Security guard to be provided by the Contractor at the sites at their own cost.
17. All Safety appliances like safety belt, helmet and safety net etc. will be arranged by the contractor at his own cost.
18. One experienced supervisor should be engaged during execution of work by the contractor.
19. The contractor shall post adequate no. of manpower having good antecedents for satisfactory execution of the work. A list of such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Personnel Dept., Narwapahar as and when required.
20. The contractor will submit work programme to complete the job within stipulated period and will have close co-ordination for day-to-day activity.
21. 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.
22. The contractor shall prepare the job progress report and a copy of the same shall be regularly submitted to the Engineer-in-charge.
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:
 1. Retain the Final Bill till site clearance is completed, or
 2. Engage some other agency to carryout site clearance at Contractor's risk and cost.
24. Quantity of any individual items may vary to extent and be excluded altogether. Contractor will carryout all works up to a total variation of $\pm 10\%$ (Ten

- percent) on the contract price and all quoted rates shall remain firm within this limit.
25. 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, Scaffolding etc. to the contractor for this work.
 26. 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.
 27. In case of any dispute in the matter of payment to the employees of the contractor, the decision of the Engineer-in-charge shall be final and binding on the contractor.
 28. 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.
 29. 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.
 30. The corporation may terminate the contract by giving 30 days notice, without any assigning any reasons whatsoever for the same.
 31. Without prejudice to the right of the corporation, as 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.
 32. In the event of termination of contract under clause, the corporation shall have the right to get balance work executed by engaging any alternative agency/agencies or incurring expenditure and recover from the contractor, the said expenses/extra expenses incurred in this regard.
 33. After termination of the contract, the work executed by the contractor shall be jointly measured. In case, the contractor or his representative does not attend the joint measurement, in spite of being notified in this regard, such measurement shall be carried out by the corporation on its own and the measurement so arrived it shall be final and binding on the contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of the penalties, recoveries, etc. recoverable from the contractor as per the terms and conditions of the contract.

34. Unless otherwise provided in the contract, the provisions of General conditions and special conditions shall prevail over those of any document forming part of the contract and in case of conflict special conditions shall prevail over General conditions. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in the case of ambiguities or discrepancies the same shall be explained and adjusted by the Accepting authority who shall thereupon issue to the contractor instructions thereon.
35. 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.
36. The quantum of work as stipulated in the tender and the work order should be completed within the time stipulated. For delay in completion of work the contractor will be fully responsible, and the corporation shall have the right to get the balance work left over after expiry of the stipulated time through other party(s) and the expenditure involved shall be recoverable from the contractor. In the event of failure of the contractor to carry out the work within the prescribed time and in the manner as per advise of corporation representative, the contractor shall be responsible for the extra expenditure incurred by the corporation who shall have the right to get the balance work done through any other party, at the contractor's risk and responsibility and cost. Such recovery shall be made by the corporation from any payment due to the contractor for this or other works.
37. 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.
38. Contractor must submit details measurement of work done for claiming R.A. bill signed by authorized technical person and UCIL is not responsible for any bill preparation without submitting the bill in duplicate.
39. 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.
40. All other terms and conditions shall be applicable as per PWCP-2017 of UCIL.
41. All the special conditions supersede the General Conditions of contract
42. This notice of Tender shall form a part of the Contract Documents.
43. The Contractor should quote their rates considering the items /quantity and minimum wages of Un-Skilled / Semi Skilled (if any) with all statutory payments like EPF/ Bonus/ESI WC Insurance labourers as per notification of

A.L.C. (C), Chaibasa. In case of any increase in minimum wages, the same has to be paid by the Contractor.

44. The Contractor shall follow the Rules/Act mentioned below as applicable in this contract:-

- a) Payment of Wages Act, 1936
- b) Employers Liability Act, 1938
- c) Weekly Holidays Act, 1942
- d) Minimum Wages Act, 1948
- e) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- f) Workmen's Compensation Act
- g) Payment of Bonus Act, 1965
- h) Contract Labour (Regulation and Abolition) Act, 1970

Evaluation and Release of Payment

Bill should be evaluated based on the actual payment released/incurred under various heads of components. The contractor needs to submit a statement duly signed to the effect and the cost actually incurred as per timeline.

At the closure of contract

- i. Copy of completion certificate for the job.
- ii. Details as required for issuance of Form – VII (Notice of completion of work)
- iii. Store Clearance
- iv. No Demand certificate
- v. Estate clearance (If any)
- vi. Self declaration certificate stating that all the statutory compliances payments have been complied during the Contract Period.

A. At the time of closure of contract:

The contractor has to obtain No Objection Certificate (NOC) from personnel department/user department for all liabilities with respect to the person engaged by the contractor regarding Payment of Wages, Provident Fund/ESI Contribution, Insurance and other payments.

B. Notwithstanding anything above, in case of any further requirements under the law or statutes due to amendment or change in law, same should be complied by the contractor.

- C.** Its shall be solely liability of the contractor to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities.
- D.** 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.
- E.** The contractor hereby agrees to indemnify owner/UCIL and harmless from all claims, demands, actions, costs and charges etc. brought by any Court, Competent Authority, Statutory Authorities against owner/UCIL
- F.** The personnel 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 supervisor of contractor. Contractor has to strictly adhere to the guidelines/Instructions/Amendment/Rules issued time to time from the statutory authority and UCIL, both.
- G.** 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 or 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, third parties or any Central/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.
- H.** 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.
- I.** Contractor shall exclusively be liable for non-compliance of the provision of any act, law, rules or regulations having bearing over engagement of workers directly or indirectly for execution of the Contract.
- J.** The Contractor shall 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.

K. 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.

L. 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 be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the Contractor in the following events:

- a) If the Contractor fails to comply with the provision/ provisions of the order.
- b) If the Contractor is involved in any action involving moral turpitude.

M. 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.

N. 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.

PAYMENT TERMS

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

The Contract Sum is the “price inclusive GST”, i.e., inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based. The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to price variation under price adjustment/ deviation of quantities clause and statutory variation/ imposition/abolishment of taxes and duties, if applicable & pursuant to the contract.

1. **Earnest Money**

Earnest Money (Rs. 10,000/-) 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]. OR BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50,000/-) may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled / nationalized bank. BG in lieu of EMD (Bid Security) shall remain valid for a period of 09 months from the due date of submission of 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.

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 03rd April 2023], 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 within 30 (Thirty) days after signing of Contract Agreement. Balance 5% 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/Hartopa.
- b. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. 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.

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. Release of Security Deposit will be as per Schedule – F as mentioned below in **Annexure -III**.

Annexure-III**SCHEDULE – (F)**

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	Not applicable
Total Security deposit (SD)	10% of the contract price
Time of completion of work	02months from the 15th day of issue of letter of Intent (LOI) /work order whichever is earlier
Agreed liquidated damage	LD shall be levied where reasons are attributable to Contractor as mentioned in the bid document
Defect Liability Period	06 Months
On Account Payment	Monthly R.A. bill.
Refund of Security deposit (10% of contract price including taxes & duties)	The security deposit of 5% of contract price shall be returned after issuance of Completion certificate from UCIL. Balance 5% amount which was recovered from R A bill shall be returned after submission of final bill.

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:

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

PAYMENT TERMS**01ST R.A. BILL**

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

1. Signed & stamped (each page) copy of Work order.
2. E-mandate form (RTGS) duly filled, signed, stamped & countersigned by bank & their stamp.

3. Integrity Pact

MONTHLY BILL

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

Basic amount arrived based on the actual deployment of manpower as duly certified by UCIL, and agreed unit rates, along with proportional GST shall be paid on monthly basis against submission of correct & complete documents in 1 Original + 4 Copies as follows:

Accounts Section

1. Tax Invoice
2. Certification from UCIL for deployment of different category of manpower / work executed
3. Certification of monthly bills by designated Official-in charge of UCIL.
4. Certification by designated Official-in charge of UCIL mentioning reimbursements/deductions made to contractor against monthly bills.
5. Certification from UCIL that Contractor has made all statutory payments for the Bill period incl. EPF/ Bonus/ESI WC Insurance (If any),
6. 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 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

Personnel Section

- i. Details as required for issuance of Form – VII (Notice of completion of work)
- ii. Store Clearance
- iii. No Demand certificate
- iv. Self declaration certificate stating that all the statutory compliances payments have been complied during the Contract Period
- v. Deviation Certificate (If Any)
- vi. Estate clearance (If any)

Annexure – I

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:

Force Majeure Conditions

As per General Terms and Conditions on GeM 4.0 (Version 1.12) dt. 16th August 2023 [Clause No. 15, iv], If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer (i.e. Corporation) shall be at liberty to take over from the Seller (i.e. L1 awarded Contractor) at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

Termination

In case of failure to pay salary by contractor to their workers before stipulated payment day i.e. 07th of every month. Corporation shall pay salary directly to contract labors and such amount shall be recovered within two months from RA bill from the date of such payment made as well as action will be initiated against respective contractor by imposing penalty.

Contractor who failed to pay minimum wages and provident Fund to their workers within the scheduled date in 2nd instance, Corporation 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.

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.

Contractor's Risk and Cost

Corporation will carry out the incomplete work by any means at the risk and cost of 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 suffered 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.

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.

Penalty (Liquidated Damages):

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

(i) Delay attributable to UCIL / Force majeure: LD Not Applicable

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.

(ii) Delay attributable to Supplier / Contractor:

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended

	period will be to the account of the supplier/contractor. 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 maybe paid. De-escalation/ reduction, if any, which takes place, shall haveto be passed on to UCIL

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

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)

- 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.
- (xi) 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.
- (xii) 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

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

BUYER

BIDDER

Signature
Name of the Officer
Designation

Witness

Witness

DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

1. CONCILIATION

Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.

2. MEDIATION:

Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

3. AMRCD

Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRICD). Any disputes or differences relating to Interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSES)/Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD,

4. ARBITRATION:

Any disputes or differences where clause no. ili is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the **value of the dispute** and not the **value of the contract** which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

5. JURISDICTION:

If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

This issues with the approval of the Competent Authority.