

URANIUM CORPORATION OF INDIA LIMITED

(A GOVT.OF INDIA ENTERPRISE)

(CIN : U 12000 JH 1967 GOI 000806)

PO : JADUGUDA ,832102

EAST- SINGHBHUM DISTRICT, JHARKHAND STATE

TELEPHONE NO: 0657-2730840

CONTENTS-NIT for Preparation, Supply and Service of eatables(Breakfast/Snacks/Dinner) for UCIL canteen at Jaduguda Mines and supply of Manpower at Jaduguda Mill canteen in all working days. This NIT includes both technical part as well as price part

Signature of party with seal

TENDER DOCUMENT

(PART – I : TECHNICAL PART)

For

*Preparation, Supply and Service of eatables(Breakfast/Snacks/Dinner)
for UCIL canteen at Jaduguda Mines and supply of Manpower at
Jaduguda Mill canteen in all working days.*

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ITEM RATE TENDER

for

***Preparation, Supply and Service of eatables (Breakfast/Snacks/Dinner)
for UCIL canteen at Jaduguda Mines and supply of Manpower at
Jaduguda Mill canteen in all working days.***

1. Tender to be submitted up to 3.00 PM on 04.12.2014 in Tender Box kept in the Office of the GM(Pers)IRs ,Jaduguda.
2. Technical part shall be opened in presence of Parties who may like to be present at 3.30 PM on 04.12.2014 in the Office of the GM(Pers)IRs,Jaduguda.

Details of Instruments submitted towards cost of Tender document (To be filled by Parties)

a) D.D.Number with Date.....

b) Amount

c) Submitted by (Name and Address with seal of Parties).....

....

.....
.....
Signature of Party with seal

SPECIAL INSTRUCTIONS TO THE PARTIESS

The tender should be submitted in **three separate envelopes** as per following details:

All the sealed envelopes of tender should be marked super scribing Price Part/Technical Part/EMD,N.I.T.No.,Name of work, Name of Parties and date of opening of Tender as advertised/notified addressed to **GM(Pers)IRs, Uranium Corporation of India Limited, Jaduguda, Dist : East- Singhbhum, Jharkhand ,832102.**

Sealed Envelope No . 1 :

EMD in original should be kept in a separate envelope and to be attached along with the above envelope super scribing the above details.

Sealed Envelope No.2 :

The Technical Part with all supporting documents should be enclosed in details.

Sealed Envelope No. 3:

Parties are requested to submit Price Part in Triplicate (one original along with two Xerox copies of original one)

Note: *The parties along with their seal of the agency must duly sign all the pages of tender documents.*

Signature of Party with seal

URANIUM CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
PO : JADUGUDA,832102
DIST : SINGHBHUM (EAST), JHARKHAND

NO:UCIL/DM(P)/35/2014

10 Nov,2014

NOTICE INVITING TENDER

Sealed item rate tenders are invited in two parts in Duplicate i.e. Part –I Technical Part and Part II Price Part (Schedule of quantities and price format as annexed in the NIT) ***for Preparation, Supply and Service of eatables(Breakfast/Snacks/Dinner) for UCIL canteen at Jaduguda Mines and supply of Manpower at Jaduguda Mill canteen in all working days.***

SI No.	Estimated value of work	Rs.49,78,413(costs on Materials ,Fuels, uniforms and Labours will be reimbursed)
1	Period of Contract	12 month
2	Cost of tender documents	Rs. 650
3	EMD to be deposited with tender	Rs. 1,00,000
4	Date of Issued of tender document	10.11.2014 to 04.12.2104 up to 3pm
6	Date and time of opening of Technical Part	04.12.2104 at 3.30 pm

Parties having Experience of catering or hotel with turnover is not less than 20 lakhs in each of Last three financial year (FY 2011-12,FY 2012-13 and FY2013-14). Parties need to submit their credentials as Income tax returns, Service taxes details, Bank statement for the period of three financial Year (FY 2011-12,FY2012-13 and FY2013-14) is showing the credit of 20 Lakhs or above in Last three financial year) and with other required details. All documents related to the credential should be in the name of applied parties. Full details, specifications, terms and conditions of word shall available in the tender documents for above NIT which can be get from the Office of GM(Pers.) –IRs.,UCIL Jaduguda on payment of cost of Tender Document(Non-refundable) in cash on all UCIL working days between 9.30 AM to 12.30 PM and 2.00 PM to 5.00 PM .Tenders received without EMD will be summarily rejected. Tender document can also be downloaded from our web site www.ucil.gov.in in which case the cost of Tender document must be submitted along with the offer in form of Demand Draft on any Indian Schedule Commercial Bank in favour of “URANIUM CORPORATION OF INDIA LIMITED” failing which the offer will not be considered. Last date of submission of tender with Technical as well as Price is 04.12.2014 up to 3.00 PM and technical part only will be opened on the same day at 3.30 PM by chairman and Managing Director or his representative in the presence of tenders who may like to be present but Price part of Technically qualified tenders shall be opened later on.

The successful tenders shall have to comply with provisions of Contract Labour (Regulation & Abolition) Act,1970,Payment of Wages Act, PF Act , Mines Act.1952 and rules appended there under if applicable to him and other terms and conditions laid down by UCIL Management.

The successful tenders shall comply with provisions of EPF for the purpose of provident fund to their contract labourers and others acts like Minimum Wages Act and Payment of Wages Act etc.

The Corporation reserves the right to accept or reject any or all tender either in full or part or to split up to work, if necessary, without assigning any reason thereof.

For CHAIRMAN & MANAGING DIRECTOR

Signature of party with seal

URANIUM CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)

PO : JADUGUDA,832102

DIST : SINGHBHUM (EAST) JHARKHAND

NIT NO:UCIL/DM(P)/35/2014

10 Nov,2014

GENERAL TERMS AND CONDITIONS OF TENDER

01. INTRODUCTION :

1.1 "URANIUM CORPORATION OF INDIA LIMITED" shall be hereinafter referred to as the "Corporation " and the Successful tender in whole favour the contract may be awarded shall be hereinafter referred to as the "Supplier".

1.2 These general terms and condition are in addition to special terms and condition (if any), of the relevant tender and shall form integral part of the terms and condition of tender in so far it has not been altered or modified by the special provisions of general terms and conditions and special terms and conditions if any, the provision of special terms and conditions shall prevail.

02. EARNEST MONEY DEPOSIT (EMD)/SECURITY DEPOSIT (SD)

2.1. The tender shall be accompanied with Earnest Money Deposit of Rs. 1,00,000 by way of Demand Draft drawn in favour of UCIL payable at S.B.I Jaduguda or any branch at Jamshedpur. No interest will be payable on the Earnest Money Deposit.

2.2. The parties are required to furnish Earnest Money of requisite amount as above. Tenders not covered with requisite EMD are liable to be rejected.

2.3. Earnest Money in any other form, for example, cheque, pending bill or for adjustment of the same from previous security Deposit, if any or from any other amount lying with Corporation shall not be entertained.

2.4. The EMD will be refunded to the unsuccessful parties after expiry of the tender date or early on submission of the money receipt issued provided other terms has not been violated.

2.5. Total amount is security Deposit will be 10% of the total value of awarded work, party need to deposit 5% of the total value of work including E.M.D towards initial security deposit before signing of agreement. In addition to be above, further amount to the extent of 5% of the awarded value of work will be deducted from the 1st bill.

2.6 In case a tender is accepted and the supplier refused or fails to make payments towards Security Deposits, as stipulated in acceptance letter, the Earnest Money deposit of the dues if any with the company shall stand forfeited automatically without prejudice to the rights of the Corporation to claim damage without further reference to the parties.

Signature of party with seal

2.7 No interest is payable by the Corporation on the Security Deposit. The Security Deposit shall be refunded to the unsuccessful parties on submission of the money receipt issued by Corporation.

2.8 In Case a tender is accepted, such acceptance will be communicated by way of acceptance letter and contract for sale stand concluded from the date of issue of such acceptance letter and when once sent by post. The Corporation shall not be responsible for delay in delivery or non-delivery of the acceptance letter.

2.9 The place from where the eatables and tea are required to be served can be inspected on any working day with intimation to DM(Pers.)Mines

2.9(A) The offer shall be valid for acceptance for period of 150 days from the tender opening date.

2.9(B) A formal "Supply Order "shall be issued to the supplier only after receipt of all payments (including Security Deposit) and other necessary documents as would be indicated in the acceptance letter against items for supply of the materials.

03. SALE TAX/EXCISE DUTIES AND LEVIES :

3.1. All taxes, duties, levies including service tax etc. applicable on the scale under State or Central Statute in force for the time being or which may be levied or imposed hereafter at the rate as prevalent on the date of supply shall be to the supplier's amount.

3.2. The supplier will be responsible to comply with provision of the statute and the rules framed there under and also the order/instructions issued in this behalf by the appropriate authority.

3.3. In the event of any dispute with regard to sale Tax/service taxes, such additional chargers shall be payable by the supplier. Any penalty imposed by the Sale Tax authorities for non-observance of procedure by the supplier shall also be borne by the supplier.

4.0 The work needs to start within 7 days of issuing Letter of intent by the officer in- Charge and if party unable start the work within the stipulated time than the contract will be terminated by the management or the decision of management will be final. Responsibilities or Un- sincerity in work may be lead to termination of contract by the management. If large complaint filled against the party by the employees of concern unit in related Size of eatables Qualities and hygienic of eatables than management will terminate the contract without giving

any prior notice. The officer in Charge for this work will issue a formal work-order to the awarded party after initiating the work.

Signature of party with seal

5.0 GENERAL

5.1 The supplier shall abide by the Central/State Labour legislation as may be applicable from time to time. It shall be the responsibility of the supplier to provide necessary insurance cover to their Worker/labour as may be required under the law.

5.2 The supplier or any of their or any of their representative /workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to corporation's interest or shall not commit any act of:

- (a) Misappropriation pilferage or abetting misappropriation of pilferage of Corporation's property or any attempt thereof.
- (b) Offer attempt to offer illegal gratification including offering brings, reward or advantage etc. Pecuniary or otherwise to any office of employees of the corporation.
- (c) Indulge in any malpractice but not limited to forgery eg.
- (d) Falsification or fabrication of documents, bills vouchers, indents, etc in support of any other act which amounts to offences punishable under the Indian Penal Code or any other enactment.

5.3 The supplier shall comply with the safety rules and security rules and shall be governed by the rules and shall be governed by the rules under the Atomic Energy Act. 1962 and amended, for the workers and representatives of the supplier prevailing from time to time. The supplier shall supply safety equipment and appliances to their workers at their own cost.

5.4 The supplier shall be fully responsible for the act of their representative/worker/and shall fully indemnify. The losses and damages sustained by the corporation. The Corporation will not be responsible for any Claim from labour employed by the buyer. The buyer shall be wholly responsible for such claims for Compensation either due to accident or injury or death and also for damage caused during his performance to any of the Contractor.

5.5 If any damage to property and injury or loss of life caused to any person by reasons of any acts or Commissions or negligence on the part of the supplier or on the part of their agents, representative or employees, Corporation shall be entitled to recover such losses and damages from any amount due to the supplier or from any other money due on any other account or claim from the buyer. The Corporation's assessment of such losses or damages shall be final and binding on the supplier.

6.0 FORCE MAJOR CLAUSE :

6.1 Corporation shall not be liable for any failure or delay in performance due to any cause beyond its control including fires, floods, strikes, go-slow, lock-out, closure disputes with workmen, dislocation of normal working conditions, war, riots, epidemic, political upheaves, government action, Civil, commotions, breakdown of machinery, acts of God,

shortage of labour/staff , demands of requirement or government directly or otherwise and the existence of such cause of consequences shall operate at the sole discretion of Corporation to extend the time of performance on the part of Corporation by such period as may be necessary to enable the Corporation to effect performance after the cause of delay shall have ceased to exist. The aforesaid provisions shall not be limited or abrogated by any other terms of contract whether printed or written.

Signature of party with seal

6.2 Corporation may extend the supply period at its sole-discretion depending upon the circumstances.

6.3 It shall be noted by the supplier that by entering into their contract Corporation is not restricted from entering into similar contract with anyone else of its choice at any time during the subsistence of this contract.

6.4 Corporation shall have the right to issue addenda to tender documents to clarify, amend modify, supplement, or delete any or the conditions, clauses or terms stated there in at any time before opening of the tender Each addendum so issued shall form a part of the original tender documents.

6.5The tender shall have no right to issued addenda to tender documents to clarify, amend, supplement, or delete any of the condition , clauses or items stated therein.

6.6 The decision of the Chairman-Cum –Managing Director of the Corporation of his authorize nominee shall be final in regard to all matters relating to this sale.

6.7 All kinds of legal proceedings in any matter arising out of this contract shall be tribal by appropriate civil court at Ghatsila ,Dist : East Singhbhum only.

6.8 UCIL will provide Building, Electricity and water in free of cost. Successful tenders or party shall have to make their own cooking arrangement and which cooking utensils and others requirements for preparation, supply and service of eatables at Jaduguda Mines Canteen. Cleaning materials will be provided by the UCIL management etc.

6.9 UCIL Management can terminate the contract of supplier as any time without any clarification or reasons.

7.0 LABOURS, UNIFORMS ,MATERILAS AND FUELS

7.1 The Contractor shall have to comply with provisions of contract Labour (Regulation & Abolition) Act,1970 and the rules appended there under if applicable to him and other terms and conditions laid down by UCIL Management.

7.2 The Contractor shall comply with the previsions of EPF and MP Act, 1952 for the purpose of Provident fund to their contract labourer's .Contractor is responsible to pay prevailing statutory minimum wage to his work force engaged for this job.

7.3 The contract has to deploy thirteen contractual employees (one supervisor, Three cooks, Two sweeper and Seven labours for Jaduguda Mines canteen and Seven contractual

employees(One cook and Six Helper) for Jaduguda Mill Canteen. The payment against the contractual employees will be reimbursed to the party by producing bank statement of individual contractual employees. Payment as cash in hand will be not allowed to any contractual employees.

Signature of party with seal

7.4 Two sets of Uniforms(White colour Pant and Shirt) per labour will be given by the party during the contract period and the amount paid on uniforms will be reimbursed by the Company but as per the sole directions of officer in-Charge for this work. The purchase of uniforms for the labours should be done with the participations of officer representative to verify the quality and Costs on Uniforms. Labours without uniform will not allowed to work in working place.

7.5.The eatables material will be purchased from the UCIL Co-operative store,Jaduguda and awarded party need to cook and prepared the eatables as per the ingredients Scheduled. The Cost on Material in the propionate of consumptions and ingredients Scheduled will be deducted from the party bill and paid directly in the account of UCIL Co-operative Store. In the End of Every month if any surplus eatables materials is left, than the values on surplus materials will be deducted in the forthcoming bill on eatables materials of the party. The purchase of eatables from the co-operative store is the full responsibilities of the party but representative from the management will involved to verify the accuracy and qualities of purchase of eatables.

7.6 The Party should purchased Commercial LPG cylinder (19kg) from the UCIL Co-operative Store, Jaduguda(UCIL) and will be reimbursed by the company and paid to the accounts of co-operative store. Small Household cylinders for cooking purpose will not allow.

7.7. Cost on Transportations on materials ,fuels and if any others for this contract purpose will be the responsibilities of the party.

7.8 Party has also the responsibilities to maintain better hygienic in the Jaduguda Mines Canteen Zone.

7.9. All kinds of Labous should be engaged from the locality of Jaduguda Mines and the deployment of Labours for this contract will be in four shift(G,A ,B, C) as per directions of officer in-charge for this work.

7.9(A) Party need to prepared the Eatables in the propionate of consumptions and ingredients Scheduled and management will not responsible for any shortfall in the materials.

8. Tenderer to study

8.1 Before submission of the tender the Tenderers are requested to make themselves fully conversant with the Conditions of Tendering, General Conditions, Special Conditions, Site conditions, Specifications, Schedules and all other relevant information like so that no ambiguity may arise in these respects subsequent to the submission of the tender.

8.2 It shall be the responsibility of the Tenderer to request for any missing document or information. In

absence of any such request the Tenderer will be deemed to have received and read all documents.

8.3 The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document. Should there be any discrepancy in, or any doubt, or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer. The Tenderer must set forth in writing such discrepancy, doubt or obscurity, and submit the same in duplicate
Signature of party with seal

to the Purchaser (Attn: the Officer of the Purchaser issuing the NIT) so as to reach them two days in advance before date of tender opening mentioned in the NIT for such purpose. The elucidation given by the Purchaser shall be final and binding on the Tenderers.

8.4 By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of the Engineer.

8.5 Tenders must be submitted on the attached prescribed forms and/or copies thereof. The schedules shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.

8.6 The tender shall contain firm price for the work.

9.Language

English shall be the ruling language. All tenders, drawings, technical data, document and/or correspondences shall be in English.

10.Canvassing Prohibited

Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

11. Misinformation

If the Tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the Purchaser reserves the right to reject such tender.

12. Documents not transferable

Tender documents are not transferable. Transfer of tender documents, purchased by the tenderer to another is not permitted and tender submitted on the tender document, purchase by any other party, shall be rejected.

13. Not more than one tender

Not more than one tender for a work shall be submitted by one contractor or one firm of contractors.

14. Tender document property of the Purchaser

Tender documents in which tender is submitted by a Tenderer shall become the property of the Purchaser and the Purchaser shall have no obligation to return the same to the Tenderer.

Signature of party with seal

15. Tenderer to bear expenses

15.1 The Purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser opts for complete withdrawal of invitation of Tender

15.2 All the pages of Tender document has to be signed with seal of the Firm/Agency by the tenderer as a token of acceptance of the same without which tenders are likely to be rejected.

16.Tenders to be unambiguous

No alteration in the form of the tender or in the amount or any addition in the form of special stipulation will be permitted. If corrections be needed while filling in the tender, the same shall be made by the Tenderer with his dated signature. Tender which is incomplete, obscure or irregular or only for a part of the package /schedule is liable to rejection.

17. All pages to be signed

All pages of the Tenderer's offer, drawing and other accompanying documents shall be initialled at the lower right corner with ink only and signed where required by the tenderer or any person holding power of attorney authorizing his to sign on behalf of the tenderer before submission of the tender. All signatures shall be dated.

18. Tenderer's identity

The tender shall contain the name, residence and place of business of person or persons submitting the tender.

19. Authorization

19.1 In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of Attorney authorizing him to do so, certified copy of which shall be enclosed.

19.2 Tenders submitted on behalf of companies registered under the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolutions, extracts of articles of association, special or general power of Attorney and other information to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

19.3 In the event of the tender being submitted by Indian agent on behalf of his foreign principal, in addition to above document, the letter or agreement of authorization clearly indicating the status extent and validity of authorization from foreign principal shall be submitted along with the tender. A

confirmation in the form of division of responsibility covering the various activities required to be undertaken for execution of the contract shall be enclosed.

20. SERVICE TAX

UCIL does not have Service Tax liability in respect of this Contract. Other Taxes, if any shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.

Signature of party with seal

21. AWARD OF CONTRACT

The acceptance of a tender and award of contract to one or more than one tenderer, if considered necessary, rests with the Purchaser. It shall not be obligatory on the part of the Purchaser to accept the lowest tender. The purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded of this by any tenderer in respect thereto.

22. FOREIGN EXCHANGE

Unless otherwise provided in the special conditions, the tenderer shall obtain all import permit or licenses and arrange for all foreign exchanges required for any part of the plant or works.

23. TIME FOR COMPLETION

The time of completion for this work shall be 12 **(Twelve) months** which shall be reckoned as stipulated in L.O.I./Work order. The work shall be considered completed only if the Engineer has issued a certificate to that effect.

24. OPENING OF TENDER

24.1 Tenders will be opened at the place notified on the appointed and time presence of tenderer's authorised representative who are present. Not more than two (2) representatives of each tenderer shall be permitted to attend the opening of the tenders.

24.2 If the tenders can not be opened on the notified date and time as per tender notice, due to natural calamity, civil commotion, floods, strikes or any other unavoidable circumstances, this will be opened on a subsequent date which shall be notified to the tenderers by the corporation.

25. SECURITY

The tenderer (whether his tender is accepted or not) shall treat the details of the tender specifications and other documents attached thereto, as private and confidential. The tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian official secret act 1923 (XIX of 1923) and Indian Atomic Energy Act 1962 (XXXIII of 1962) applied to them and shall continue so to apply even after award of the contract (whether his tender is accepted or not).

Signature of party with seal

26. F O R M O F T E N D E R

To
The Chairman & Managing Director
M/s. Uranium Corporation of India Ltd.
P.O. Jaduguda Mines
Dist. Singhbhum (East)
Jharkhand – 832 102

Name of Work : **Prepartions, supply and services of Eatables(Breakfast/Snacks/dinner) for UCIL Canteen at Jaduguda Mines and Supply of Manpower at Jaduguda Mill Canteen**

Dear Sir,

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

I/We undertake to complete and deliver the whole lot comprised in the contract

Within _____ calendar months from the date of commencement of work.

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

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

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

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

Yours faithfully,

Signature:

Name of Partners of the Firm:

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

Signature of party with seal

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and entered into this----- day of ----- TWO THOUSAND ----- AT Jaduguda between M/s Uranium Corporation of India Limited (A Government of India Enterprise) having it's Registered office at Jaduguda Mines, Dist. East Singhbhum, Jharkhand – 832 102 (herein after referred to as the Corporation) which expression shall unless repugnant to the context includes it's successors and/or assigns of one part and M/s _____ having it's Registered Office at _____

_____ (herein after referred to as the Corporation) which expression shall unless repugnant to the context includes it's successors and/or assigns of the other part.

WHERE AS UCIL invited Tenders to be submitted for the work of _____

mentioned in Tender document submitted by the Contractor as laid down in Annexure – A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure – A AND WHEREAS AFTER CONSIDERATION OF THE TENDER SUBMITTED THE contractor UCIL accepted the said Tender as in Annexure – A along with Annexure – B, C, & D.

AND WHEREAS one of the conditions embodied in the Tender submitted the contractor and accepted by UCIL was that the contractor upon acceptance of his Tender shall enter into an agreement with UCIL, and shall deposit the sum of Rs. _____ (Rupees _____

_____ only) in a manner mentioned in the same tender as in Annexure – A and it's subsequent modifications as in Annexure – D duly endorsed in favour of UCIL for the due observance fulfillment and performance by the said Tender so accepted by UCIL.

And whereas UCIL has called upon the Contractor to execute the presents.

27. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

27.1 In this agreement works and expressions shall have the same meaning as are respectively assigned to them in the General Conditions and Special conditions of Contract herein after referred.

27.2 The Corporation's LOI/Work Order Reference No. ----- along with the following documents shall be deemed to form and be read and construed as part of this agreement as thoughtfully written out and set forth herein.

Signature of party with seal

27.3 tender Document for _____ as specified in tender specification vide N.I.T No.

27.4 Various correspondence and Minutes of Meeting In the event of discrepancy or ambiguity this agreement and any of the documents described above this agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions in the documents (a(to (d) inclusive, the priority of these documents shall be settled in accordance with the order (d) to (a) i.e. the document executed on a later date prevailing over the document executed earlier.

27.5 The Contractor hereby covenants with the corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the Agreement and as specified in the above documents (a) to (d) inclusive.

27.6 The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the tie and in the manner prescribed by the Agreement and set-forth in the above documents (a) to (d) inclusive.

27.7 All notices called for by the terms of this agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses.

a) _____

URANIUM CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprises.)

b) _____

27.8. The corporation and the Contractor agree that this contract agreement including annexed documents (a) to (d) inclusive expresses all of the Agreement and covenants of the parties, and that it

integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this contract agreement, except as may otherwise be specifically provided in this contract agreement.

Signature of party with seal

27.9 Both parties shall make best individual to set amicably among themselves in a dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties or not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant counterparts, one for the corporation and the other for the Contractor.

27.10 This contract agreement is made in all good faith and executed in two identical counterparts, one for the corporation and the other for the Contractor.

27.11 (a).In witness there of the Corporation and the Contractor have executed this contract agreement the day and year first above written.

URANIUM CORPORATION OF INDIA LIMITED

28. Sub-contracts.

The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

29. Termination of Contract for Death.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies than unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying to cancel the Contract as to its in completed part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and /or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor and complete the Contract shall be final and binding on the parties, In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

30. Cancellation of Contract in full or part.

30.1 If the Contractor:

(a). At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge : or

(b). Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge :: or

Signature of party with seal

(c). Ails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

(d). Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.

(e). Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or

31. Cancellation of Contract in full or part.

31.1. If the Contractor :

(a). At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge : or

(b). Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge :: or

Ails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.

Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or

Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge; or

Shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering ; or

Being an individual, or if a firm, any partner thereof , shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his or estate shall be given to the Contractor for the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor; or

Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court of debenture holders to appoint a receiver or manager ; or Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority ;
Signature of party with seal

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as whole or only such items of work in default from the Contract.

31.2 The Accepting Authority shall on such cancellation have powers to :take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or(b)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 woks or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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

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

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

32. Time Limit for payment of final Bill

32.1 The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

Contract amount not exceeding Rs. 5 lakhs : Four months.

Contract amount exceeding Rs. 5 Lakhs : Six months

32.2 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract provided however no reimbursement or refund shall be made if the increase/decrease is not more than +10% of the said price, and if so the reimbursement or refund shall be made only on the excess over +10% provided that any increase will not be payable if such increase has become operative after the contract or extended date of completion of the works or items of work in question.

Signature of party with seal

33. Overpayments and Underpayments

33.1 Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit ; or he shall pay the claim.

33.2 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

33.3 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered , the amount shall be duly paid to the Contractor by the Corporation.

33.4 Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

33.5 Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other contract or account whatsoever

34. No escalation shall be payable under this contract.

34.1 In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by corporation towards labour, plant and machinery etc. to the contractor for this work.

34.2 Contractor should adjust the local labour to engage for execution of this work and to deal with all Administrative/ local problems at their own cost.

34.3 In case payment of labourers engaged for this work, has not been made on stipulated payment day Corporation shall compel the contractor to stop the work and necessary action will be taken.

34.4 Necessary workmen insurance coverage for 20 (**Twenty**) **Nos. workmen** shall be obtained by the contractor for this work at his own cost for the entire period of the contract and shall be furnished to the corporation before commencement of the work.

35. No deviation in tender condition shall be applicable. No condition will be accepted in tender

35.1 The work will be carried out in proper condition and contractor shall take necessary safety precautions during the execution of work. Safety appliances like gum boot, helmet, gloves and safety belt etc. shall be provided by the contractor at their own cost.

35.2 Site will be handed over as is where basis the contractor should him self get acquainted with existing site condition before the submitting the tender.

Signature of party with seal

35.3 Successful tenderer should engage one experienced supervisor for each working day.

35.4 The works have to be carried out as per the provision of Mines Act -1952 Metalliferous Mine Regulations. 1961, Mines Rules- 1955, Indian Electricity Act and Rules and AERB.

34.5 Sunday will be weekly rest day. On emergency basis rest day will be changed as per instruction of Engineer-in-charge.

35.6 All Work men and supervisors of successful tenderer must have to take vocational Training for a period of 15 days at VTC, Jaduguda Mines. Wages, transportation cost and other cost related to it for this training period shall be borne by the successful tenderer.

All tenderers must have Service Tax Account Number and submit documentary evidence for the same.

35.7 Guidelines for engaging contract Labour :

All the contract workers engaged for more than two weeks need security clearance from the local police. They are supposed to be in possession of police verification certificate and have to produce it on demand during the period of their contract agreement.

36. The contract labour apart from displaying the passes issued to them need to be provided different colour bands for working for different zones which may be fastened on their arms for early identification.

URANIUM CORPORATION OF INDIA LIMITED, JADUGUDA MINES.

CIN : U 12000 JH 1967 GOI 000806

DETAILS OF CREDENTIALS/ INFORMATION SHEET ABOUT THE TENDERER/ CONTRACTOR

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

1. Name of the Firm/Company of the tenderer :

2. Registered Office and address of the firm :

with Telephone and Fax No. if any for communication

.....

3 Name, designation, address of the person :

.....

4. Nature of the registration of the firm :

.....

Signature of party with seal

Limited Co./Private Ltd./Partnership Co./Proprietor ship firm.

5.Registration No. with date and Registering

Authority:.....

6.

Name of Proprietor/Directors/ Partners	Occupation	Address

7. Financial Particulars:

Value of work/turnover done during preceding three years:

Financial year	Value of work	Income Tax deposited
F.Y : 2011 -20 12		
F.Y : 2012 – 13		
F.Y : 2013 - 14		

c. Audited balance sheet and profit and losEaccount for the last 3 years.

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

10.Income Tax PAN/GIR No. :

11.Any other relevant Regn. No. if any

12. Service Tax Account No _____ :

Note:- Tenderer must fill up the Credential other wise tender will be summarily rejected.

Signature of contractor or his Representative of Tenderer/Contractor

Signature of party with seal

36. DECLARATION OF TENDER:

36.1 That I/We have fully understood the above instructions to parties general terms and conditions of tender and special terms and conditions of tender (in any) which are returned herewith duly signed by me /us as a token of having accepted the same and I/We have made my/our offer keeping in view these terms and conditions.

36.2 The aforesaid amount of Earnest Money is enclosed by me/us with this Tender in the form of Demand Draft drawn on UCIL, payable at Jaduguda /Jamshedpur in favour of the Corporation for each item/items quoted by me/us.

36.3 That I/We declare that no qualifying conditions/conditional offer/combined quotation has been submitted by me/us in the schedule of rate(s) and in case any such conditions are found. I/We authorize you to ignore the same.

36.4 The principle employer not liable for any kind of escalation.

Place : _____

Date : _____

Full Name & Address of the Tendering

Firm/Parties

Static
(Proprietor /Partner/Director)

Date :- _____

Telephone No :- _____

Telex No :- _____

Affix Officer Rubber Stamp)

Signature of party with seal

URANIUM CORPORATION OF INDIA LIMITED

(A GOVT.OF INDIA ENTERPRISE)

PO : JADUGUDA ,832102

EAST- SINGHBHUM DISTRICT, JHARKHAND STATE

TELEPHONE NO: 0657-2730840

TENDER DOCUMENT

(PART – II : PRICE PART)

OF

*Preparation, Supply and Service of eatables(Breakfast/Snacks/Dinner)
for UCIL canteen at Jaduguda Mines and supply of Manpower at
Jaduguda Mill canteen in all working days.*

Signature of party with seal

CONTENTS

1. Important notes in page no.3
2. Billing Schedules in Page no.4

NOTE

The bidder should quote the rates based on the following parameters:

- (1)The individual rate would be written in words as well in figure and contractor required to quote their rate Col.(04)only and L1 status will be decided consider the summation of Col(04) only.
- (2)The above rate also inclusive labour insurance, P.F, Sal Taxes and other over head like transportation of raw material and other Misc. Expenses etc.
- (3)The quoted rate should be inclusive of all taxes and duties including Service Tax.
- (4) All material (Except Vegetables) to be purchased from Jaduguda U.C.E Co-operative store.
- (5) The purchase of vegetables by the parties with his or her own responsibilities with the involvement of officer representative to verify the accountabilities of purchasing and all kinds of vegetables need to purchase from the local Markets. Party is not allowed to purchase vegetable other than local market.
- (5)Costs on fuels, Materials, uniforms and Labours will be reimbursed by the company and The profit will be remain same as quoted by parties throughout the contract period and paid based on the actual consumption of eatables by considering approved Schedule of ingredients which is attached as Annexure - I.
- (6)Income Tax and other statutory taxes will be deducted and deposited as per prevailing rule. No reimbursement will be made for and kind of Taxes during the period of contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

SCOPE OF WORK : The successful tenderer shall have to execute the work as per the scope of contact mentioned below.

- (1)Preparation of eatables as per the approved schedule of ingredients of the UCIL using best quality raw materials from the co-operative store of UCIL in clean and hygienic condition.

(2)Supply and serving of eatables to the employees a Jaduguda Mines Canteen as per the stipulated time fixed by the UCIL.

(3)Ensure cleanliness and proper housekeeping of the distribution place and its surroundings by the contractor at his own cost.

ii)MENU OF THE EATABLES TO BE PREPARED EVERYDAY

The following eatables shall be prepared and served by the Contractor to the employees at Bagjata Mines canteen of the UCIL in all working days.

Signature of party with seal

Module	Description of Item to be supplied/served	Time of supply/service
Breakfast	<ul style="list-style-type: none">➤ Poori with dal/Alu-Motor curry & TeaOr➤ Idli with Sambar/Chatni & Tea	6.45 a,m To 8.30 a.m
Evening Snacks	Aluchop/Piyajee and Tea	2.30 pm to 4pm
Dinner	Rice, Dal, Vegetable curry, Veg.Fry(Bhujia),Papad or Cha or Pickle, Onion, Green chilly, salt etc.	8.00 p.m To 11.00 p.m

Signature of party with seal

ANNEXTURE-1

01	02	03	04	05
Sl No.	Items	Average Consumption Per month in units	Quantities of Ingredients as per schedule	Profits per Unit in Rs. for preparations ,supply and service of eatables at Jaduguda Mines canteen and supply of Manpower at Jaduguda Mill canteen
01	Special Tea@100no	1000	1kg,Sugar 0.35kg,Milk(Powder) 0.150kg,Tea	
02	Pori with @70no.	45,000	1Kg, Atta 0.50Kg.Masurdal 0.35Kg,Oil Masala	
03	Idlli @64no	25,000	1kg,Rice 0.33Kg,Uradal 0.50Kg,Chana dal 0.05kg,Oil Masala	
04	P Chop@55no	25,000	1Kg,Potato 0.50kg,Basan 0.25Kg,Oil Masala	
05	Payjee@100no	7,500	1.25Kg,Besan 1.25Kg Onion 0.6Kg Oil Masala	
06	Ordinary tea @100no.	24,000	1kg,Sugar 0.25Kg Milk(Powder) 0.10kg,Tea	

07	Meal @ 100no	4000	20Kg,Rice 5kg,Masurdal 5kg,Potato 4kg,Onion 1kg,Green Chily 1kg,Sunfloweroil 0.25Kg,Adrak 0.20Kg,Lashon 10kg,Gren Veg. 0.05kg,P. Phoron 10Kg,Bhijia Papad/Chatni Mixed Masalsa	
08	Chanadal Bara@70nos.	7000	1kg Chana Dal 0.25 Kg Oil 0.05Kg Onion 0.05 Kg Green Chilli Masala	
			TOTAL Rs.	

Signature of Party with seal.....