



MECON LIMITED RANCHI – 834002

A Government of India Enterprise

Phone : 0651 248 31325/3498/3060

Fax : 0651 2480 610

Web site: <http://www.meconlimited.co.in>

e-mail: ucil_proc@meconlimited.co.in

Date: 20.05.2021

Corrigendum-1

Project: ITT for Engagement of Chartered Accountants/Cost Accountants for Accounting & Taxation Services" for UCIL.

Subject: Corrigendum-1 to MECON'S Tender Enquiry No. 11.UC.Q7KT/Engagement of CA /W279 dated 06-05-2021

Due dates and times pertaining to above tender enquiry is being extended/changed as per the following details:

Description	Schedule as per existing tender	Schedule as per revision in tender
Tender Sale End Date & Time	20.05.2021 at 10.00 Hrs. IST	27.05.2021 at 10.00 Hrs. IST
Tender Submission Due Date & Time	20.05.2021 at 11.00 Hrs. IST	27.05.2021 at 11.00 Hrs. IST
Tender Opening Due Date & Time	20.05.2021 at 12.00 Hrs. IST	27.05.2021 at 12.00 Hrs. IST

All other terms & conditions of tender enquiry as well as addendums (if any) shall remain unchanged till further notification.

Sr. GM (Contracts)
MECON Ltd., Ranchi



मेकॉन लिमिटेड (भारत सरकार का संस्थान) MECON LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)



प्रधान कार्यालय (Head Office) : राँची-2, झारखण्ड, भारत, Ranchi-2, Jharkhand, India, फोन/Phone : 0651-2483000, फैक्स/Fax : 0651-2482189/2482214
ई-मेल/E-mail : ranchi@meconlimited.co.in, वेबसाइट/Website : https://www.meconlimited.co.in
CIN No. : U74140JH1973GOI001199

Date: 17-05-2021

ADDENDUM-1

Subject: Addendum - 1 to MECON'S Tender Enquiry No. 11.UC.Q7KT/Engagement of CA /W279 dated 06-05-2021

Description: Engagement of Chartered Accountants/Cost Accountants for Accounting & Taxation Services" for UCIL.

This addendum is being issued to rectify following typo graphical errors in the tender .Bidders shall note the same before submission of their bid.

Clause	Existing	To be read as
ITT Page 1, S.I. No. F	As per clause no. 3.0 of Special Conditions	As per clause no. 2.0 of Special Conditions
ITT Page 2, S.I. No. M	Close: on 06-05-2021 ,at 10:00 Hrs IST	Close: on 20-05-2021 ,at 10:00 Hrs IST
ITT Page 3, S.I. No. 1.0	Eligibility Criteria	Pre Qualification Criteria (PQC)
ITT Page 3, S.I. No. 1.1	Pre Qualification Criteria (PQC)	Deleted

All other terms & conditions of the Tender enquiry shall remain unchanged till further notification.

S. Kumar
Sr. GM Contracts
सुजीत कुमार
Sr. GM CONTRACTS
वरिय महाराष्ट्र
मेकॉन राँची-2
MECON, RANCHI-2

Page 1 of 1
Major Offices:

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delhi@meconlimited.co.in

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+91-22-2781 2275 (Fax)
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INVITATION TO TENDER (ITT)

SUB: ITT for Engagement of Chartered Accountants/Cost Accountants for Accounting & Taxation Services” for UCIL.

SALIENT FEATURES OF THE INVITATION TO TENDER

A.	TENDER ENQUIRY NO.	11.UC.Q7KT/Engagement of CA /W279 dated 06-05-2021
B.	SCOPE OF WORK	As per Attachment -I.
C.	TENDER DUE DATE AND OPENING OF TECHNO-COMMERCIAL BID ON E-PORTAL OF TENDER WIZARD	Submission: 20-05-2021 by 11.00 Hrs “Indian Standard Time (IST)”. Opening: 20-05-2021 by 12.00 Hrs. IST.
D.	PRE-BID MEETING	In view of the current “Covid-19” pandemic in country & movement restrictions, all clarifications/queries shall be addressed through e-mail or in the form of addendum/corrigendum as detailed in clause 2.0 herein after. All clarifications/queries with regard to subject tender may be sent through mail latest by 11-05-2021 to mail ID: ucil_proc@meconlimited.co.in .
E.	SUBMISSION OF DOCUMENTS IN PHYSICAL MODE, IF ANY	At the Office of the Sr. General Manager (Contracts), UCIL Procurement Division, MECON Limited, Ranchi - 834002.
F.	TIME SCHEDULE	As per clause no. 3.0 of Special Conditions.
G.	VALIDITY OF TENDER	120 days from the due date or extended due date (as applicable) of opening of Techno-commercial Part i.e. PART-I.
H.	EARNEST MONEY DEPOSIT	Refer Declaration format for Bid Security (Attachment-XIII)
I.	COST OF BIDDING DOCUMENT	₹2,950/- including GST @18% (Rupees Two Thousand Nine Hundred Fifty only)
J.	AVAILABILITY OF TENDER DOCUMENTS	The Tender documents can be downloaded from www.tenderwizard.com/MECON . Bidder who wishes to view free Notification and Tender Documents can visit www.tenderwizard.com/MECON , MECON website http://www.meconlimited.co.in & Central Public Procurement Portal, www.eprocure.gov.in ; MECON may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which will be published on above websites.
K.	TENDER PROCESSING FEE (NON-REFUNDABLE)	₹ 1,770/- including GST@18%(INR One Thousand Seven Hundred Seventy only) (Payable to M/s ITI Ltd. Online) (Non- Refundable).
L.	HELP DESK FOR E- TENDERING	For any clarification, help and registration on Tender wizard for e-Tendering & Digital Signature, contact www.tenderwizard.com / MECON and Telephone No. 011 - 49424365/ 07717743815 (Mr. Roop Narayan).

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		फोन / Phone	: 0651 – 248 3416
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M.	SALE OF TENDER DOCUMENTS	Start: on 06-05-2021 Close: on 06-05-2021 at 10.00 Hrs. IST www.tenderwizard.com/MECON
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Dear Sirs,

M/s MECON Limited (hereinafter referred to as MECON) have pleasure in enclosing the following tender documents for the above work and invite online bids from prospective bidders with the best & binding offer as per the following:

Sl.No.	Description	Attachments
i)	Scope of Work	Attachment I
ii)	Draft Work Order	Attachment II
iii)	Special Conditions	Attachment III
iv)	Declaration by Bidder for 'No Deviation' from terms & conditions of tender enquiry	Attachment IV
v)	Price Schedule Format	Attachment V
vi)	Declaration by Bidder regarding blacklisting by any other procuring agency	Attachment VI
vii)	Declaration by Bidder regarding category of supplier as per latest Government of India guidelines for Make in India	Attachment VI (A)
viii)	Proforma of Bank Guarantee for Security Deposit	Attachment VII
ix)	Information regarding Bidder with regard to MSME norms.	Attachment VIII
x)	Information Regarding Bidder regarding category of supplier as per latest Government of India guidelines for Make in India	Attachment-VIII(A)
xi)	Methodology for Reverse auction	Attachment IX
xii)	Format for Company Profile	Attachment X
xiii)	Proforma For Electronic Fund Transfer (RTGS/ NEFT)	Attachment XI
xiv)	Format of No Claim Certificate	Attachment XII
xv)	Declaration by Bidder for Bid Security in lieu of EMD	Attachment XIII
xvi)	Integrity Pact	Attachment XIV
xvii)	Undertaking not to give any gift/inducement	Attachment XV
xviii)	Secrecy/Confidentiality Agreement	Attachment XVI
xix)	Checklist	Attachment XVII

Note:

- Bidders may depute their authorized representative, on due date of submission of the tender specified above, to participate during opening of techno-commercial offer.
- Any change in the due date shall be notified on e-tender portal (www.tenderwizard.com/MECON) / MECON's website/ CPP Portal of Government of India.

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- c) **THIS IS A 'NO DEVIATION' TENDER AND OFFER OF THE BIDDERS TAKING DEVIATIONS IN ANY TERMS & CONDITIONS OF THE TENDER SHALL BE REJECTED.**
- d) Bidders shall ensure that offers are submitted taking cognizance of all corrigendum/addendum, if any.
- e) Documents viz Cost of Tender, Declaration by the Bidder for Bid Security etc. required to be submitted by the bidder in Physical Form shall be preferably submitted before the closing date and time as specified in tender but in any case not later than **5 (five) calendar days from date of opening of techno-commercial bid (Part - I) failing which their offer shall be liable for rejection**
- f) Bidders whose name is appearing in banned/suspended list of MECON website (www.meconlimited.co.in), are not be eligible to bid against this tender.

1.0 **ELIGIBILITY CRITERIA**

The bidder who wishes to participate in the tender shall fulfil the following eligibility criteria:

1.1 **PRE QUALIFICATION CRITERIA (PQC)**

CA/CMA firms possessing the following PQC are invited to submit documentary evidences in support of the same :

SI No	PQC	Documents Required
1.	The firm of Chartered/Cost Accountants should not be less than FIVE years old as on date of tender and minimum number of qualified partners in the Firm must be 10 along with minimum 25 working staff.	(i)Copy of firm registration certificate (FRC) issued by The Institute of Chartered /Cost Accountants of India and , (ii)Copy of certificate of practice of all the partners of the firm, period with association with this firm, detail of staff with qualification.
2.	Firm must have the experience and expertise in implementing Ind-AS accounting at least in one PSU (processing/ manufacturing company) or a large public limited/Private Company having turnover not less than Rs. 500 crore in any of the last five Financial Years ending 31.03.2021.	Copy of Appointment letter/work order and work completion certificate from client.
3.	Firm must have the experience and expertise in Capitalization having value not less than Rs. 100 crore in any of the last five Financial years ending 31.03.2021 of at least in one PSU (processing/ manufacturing company) or a large public limited/Private limited Company having turnover not less than Rs.500 Crore.	Copy of Appointment letter/work order and work completion certificate from client.
4.	The firm should have an exposure in handling Income tax matters during previous five years ending 31.03.2021.	Copy of Appointment letter/work order and work completion certificate from client.

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5.	Firm should have average annual gross receipts of at least Rs. 100 Lakhs in three previous financial years i.e. 2017-2018, 2018-2019 and 2019-2020.	Copy of Audited Annual Accounts of last three financial years as mentioned in Note (b) below.
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Note:

a) Bidder not fulfilling any of the above PQ criteria need not submit bid as their bid shall liable to be summarily rejected.

b) DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER FOR SL NO. 5 OF ABOVE PQC , AS APPLICABLE

- i) Audited Annual Financial accounts for last 3 (three) consecutive financial years ending 31st March 2020 (Balance Sheet and Profit & Loss Account statement). The signed Balance Sheet and Profit & Loss Account statement furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant & UDIN, if required, as per guideline of ICAI.
- ii) In case Bidder is not a Company and is not able to submit the above, 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.
- iii) In case of Companies / Firms which are less than three (3) years old, the average annual gross receipt of the bidder shall be calculated by considering the gross receipt as per the audited balance sheet and profit & loss account statement or CA certificate submitted by the bidder for the available period divided by three (3).
- iv) In case of Companies / Firms which are more than three (3) years old, bidders are mandatorily required to submit audited balance sheet and profit & loss account statement or CA certificate for all the three (3) consecutive financial years failing which their offer will be liable for rejection.

2.0 PRE BID CLARIFICATION

- 2.1 It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the requirements and 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 from MECON before submission of the tender. Such clarifications should be necessarily obtained at least 3 days before the due date/extended due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. **Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.**
- 2.2 MECON shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender. Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification/query, shall be made exclusively through issue of an Addendum/ Corrigendum. The Addendum/ Corrigendum, if any, will be uploaded on e-tender portal (www.tenderwizard.com/MECON) / MECON's website/ Government e-procure website and it shall become part of the Contract Document. However, in case any query remains un-replied, it shall be

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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.

- 2.3 Offer has to be submitted by sole Bidder only. Offers submitted in Consortium/JV shall not be accepted.

3.0 SUBMISSION OF TENDER

- 3.1 Tender shall be prepared and submitted online on the e-portal as per the instructions given in ITT. **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.

- 3.2 **Digital signatures are required for entire tendering process. Bidder shall ensure that their DSC is valid during entire tendering process and request for extension of tendering process, if any, shall not be entertained by MECON on account of non availability of DSC.**

- 3.3 Class III Digital Signature Certificate is advised to be used by bidder to participate in e-procurement. The bid should be submitted at the portal for e-tender (www.tenderwizard.com/MECON) by the bidders who have valid digital signatures against payment of requisite tender fee on or before the closing date and time indicated in the bid document. MECON or ITI Limited shall not be responsible for any delay in bid submission due to last minute rush or server becoming slow/busy/ not responding. **Bids submitted by any other mode will not be accepted and will be summarily rejected.**

- 3.4 Bid should be submitted at the portal for e-tender (www.tenderwizard.com/MECON) in Two Bid system in two parts as below:

- Un-priced techno-commercial bid (Part - I) and other
- Price bid (Part - II)

The un-priced techno-commercial bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated herein below) scanned and uploaded by the bidder as per the requirement **without indicating price quote.**

All pages of the bid document shall be stamped & signed by the authorized person of the firm / company.

3.5 Documents Required in Physical Form:

The following documents (as applicable) are also mandatorily required in physical form and should be submitted to address given in Invitation to Tender (ITT) in a sealed envelope super-scribed as **"Physical documents against e-procurement Tender Number, so as to reach to the Tender inviting office (as indicated in "Invitation to Tender") preferably before the closing date and time specified for submission of bid through e-bidding portal and in any case not later than 5 (five) calendar days from the due date of bid submission:**

- Declaration of Bidder for Bid Security in lieu of EMD as per Attachment-XIII of ITT provided along-with MECON's tender document
- Cost of tender documents (non-refundable) in case of Demand Draft in favour of MECON Limited, Ranchi.

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Note: 1. If a bidder claims exemption from submission of Cost of Tender Documents & Declaration of Earnest Money Deposit in line with clause 6.0 & 7.0 of ITT, scanned copy of documentary proof of same shall be uploaded with online bid.

2. If required, MECON may call for original documents submitted by bidder during scrutiny of documents submitted.

3.6 Tender shall be prepared and submitted online as follows:

PART - I : Techno Commercial Part

Documents to be uploaded shall contain:

- i) **Cover letter indicating offer no. and date detailing list of contents in the bid document being submitted by the Bidder.**
- ii) **Documents as per technical eligibility criteria (clause no. 1.1 of ITT).**
- iii) **Documents required for financial eligibility of the party as per financial eligibility criteria (clause no. 1.2 of ITT).**
- iv) **Signed & stamped Invitation to Tender (ITT) including all the attachments enclosed with this ITT, duly signed, stamped and filled (wherever necessary). Attachment-IV, VI , VI A & XIII are to be uploaded in company's Letter Head.**
- v) **PAN No. with documentary proof**
- vi) **GST Registration No & P.F. Registration No. with documentary proof**
- vii) **Check list duly filled as per format.**
- viii) **Un-priced schedule as per format enclosed to be uploaded indicating quoted/not quoted/included as applicable.**
- ix) **The "Power of Attorney" or or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in scanned copy of original to be uploaded, 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" can also be uploaded 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 uploaded.**
- x) **In case of 'Class-I local supplier'/ 'Class-II local supplier'/Non Local Supplier, bidder shall indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' /Non Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.**

Note: Bidders shall also take notice of the following points during preparation and submission of price format:

- a) **Bidder shall submit their Price bid strictly as per the Price Format (Attachment - V of ITT) provided along-with MECON's tender document. Price submitted by bidder in any other format shall render their offer invalid and shall not be considered for evaluation.**

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- b) There shall be no change or addition/ deletion except for filling-up of the actual price/ rate in the Price part submitted in Part - II.
- c) **Please note that neither Price should be given in Blanked Price Format nor price bid should be put in this techno-commercial part of bid. In case this condition is not complied, the bid may be liable for rejection.**
- d) Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they
- Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or
 - 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.

3.7 **PART - II : Price Part**

- i) Price part shall contain PRICE indicating incidence of tax (rates), if any, as per price format (Attachment - V) without any terms & conditions.
- ii) Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc that are applicable on his quoted prices/ rates. **The bidder shall not indicate the same as “extra” or “extra as applicable”.**
- iii) Price Schedule (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/MECON and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/addendum and the same shall be considered for submission of price bid. In case Bidders have already submitted their bid before publishing of corrigendum/addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. **Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system.**

- 3.8 All correspondences with regards to this tender enquiry shall be made through e-portal with an e-mail copy to ucil_proc@meconlimited.co.in. Detailed Address is indicated below. **However, tender shall be submitted in the**
Office of Sr. GM (Contracts), MECON Limited,
Vivekananda Path, Doranda, Ranchi - 834002
Phone no.: 0651 - 248 3416
Fax: 0651 - 248 2289
E-mail: ucil_proc@meconlimited.co.in

4.0 **SCOPE OF WORK AND TERMS & CONDITIONS**

As per Draft Work order, Special Conditions & Scope of work enclosed herewith.

5.0 **LANGUAGE**

The bid prepared by the bidder and all correspondence & documents related to the bid exchanged by the bidder and the MECON, shall be written in the English Language. Bid submitted in any other language is liable to be rejected. In case, any printed literature furnished by the bidder, is written

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in another language, it must be accompanied by a translation of its pertinent language, it must be accompanied by a translation of its pertinent passages in the English Language and for the purpose of interpretation of bid, such translation shall govern.

6.0 COST OF THE TENDER DOCUMENT

- 6.1 The Bidder can view / download the “Tender Documents” from the website, www.tenderwizard.com/MECON or <http://www.meconlimited.co.in> or <http://eprocure.gov.in/cppp/> . Bidder shall submit non-refundable fee towards cost of the Tender Document, along with their offer, as required as per tender conditions. **Offer not accompanied with Cost of tender shall be liable to be rejected unless exempted as per tender stipulations.**
- 6.2 The Non-refundable fee towards cost of Tender documents shall be deposited in form of Demand Draft from a Scheduled or Nationalized Indian Bank, **other than** a Co-operative or Gramin Bank, drawn in favour of “MECON Limited” payable at Par at Ranchi, India.
- 6.3 Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below in order to avail the benefits/ reference available under the policy:
- District Industries Centres;
 - Khadi and Village Industries Commission;
 - Khadi and Village Industries Board;
 - Coir Board;
 - National Small Industries Corporation;
 - Directorate of Handicraft and Handloom; and
 - Any other body specified by the Ministry of MSME.
 - UDYAM registration / UDYAM Acknowledgement issued by Ministry of MSME.

The MSEs registered with above mentioned agencies/ bodies are exempted from payment of tender fee.

7.0 EARNEST MONEY DEPOSIT

- 7.1 The bidder must provide declaration for Bid Security in lieu of EMD as per format attached in Declaration Format (Attachment - XIII of ITT) provided along-with MECON’s tender document.
- 7.2 Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below in order to avail the benefits/ reference available under the policy:
- District Industries Centres;
 - Khadi and Village Industries Commission;
 - Khadi and Village Industries Board;
 - Coir Board;

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- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.
- h) UDYAM registration / UDYAM Acknowledgement issued by Ministry of MSME.

The MSEs registered with above mentioned agencies/ bodies are exempted from submission of declaration for Bid Security.

8.0 CAPACITY OF THE BIDDER

8.1 TECHNICAL CAPACITY

The Bidder shall satisfy MECON 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.

8.2 LEGAL CAPACITY

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

8.3 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, MECON may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

9.0 ARRANGEMENT OF TENDER

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

10.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though MECON may elect to withdraw the Invitation to Tender.

11.0 OPENING OF PART-II: PRICE BID/ REVERSE AUCTION

MECON Limited reserves the right to finalize the tender through online mode and/or through e-Reverse Auction as per the procedure outlined below:

In case of online mode

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in the presence of such duly authorised representatives of bidder who may wish to attend the price bid opening on a specific date and time. The eligible bidders will be informed about the date and time of Price-bid opening giving adequate advance notice (**maximum 3 working days**) for

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deputing their authorised representative. Only one authorised representative of each bidder shall attend the price bid opening.

The authorized representative of vendors shall be required to sign on attendance sheet/ attendance register.

In case of e-Reverse Auction: As per Attachment (IX)

12.0 **FINALISATION OF TENDER**

- 12.1 While MECON will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same. During finalization of the tender, MECON is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- 12.2 **The L1 bidder shall be the bidder having the lowest total Price (Total Basic Price + GST) amongst the techno-commercially acceptable bidders.**
- 12.3 In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered.
- 12.4 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.
- 12.5 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.
- 12.6 **Bidder must quote their rates against all the items in Price Schedule enclosed with this tender. If bidder fails to quote any of the 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.**
- 12.7 Final discussions shall be held with the techno-commercially acceptable L-1 Bidder only, if required.

13.0 **PURCHASE PREFERENCES FOR LOCAL SUPPLIER (IN LINE WITH GOI ORDER NO. P-45021/2/2017-PP (BE-II) DATED 16.09.2020)**

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' as defined in this tender are eligible to bid irrespective of purchase value. In case bidder does not fall under category of Class-I local supplier, decision of UCIL shall be final & binding regarding acceptance/non acceptance of bid for Class-II local supplier or Non Local Supplier.
- b. Subject to the provisions of the above mentioned Order and to any specific instructions issued by the Nodal Ministry, purchase preference shall be given to "Class-I local supplier" in the manner specified hereunder:

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A. In procurement of goods or works which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a “Class I local supplier”, the contract for full quantity will be awarded to L1.
- If L1 bid is not from “Class I local supplier”, 50% of the quantity to be ordered shall be awarded to L 1 bidder. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L 1 price. In case such lowest eligible ‘Class-I local supplier’ fails to match the L 1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

B. In procurement of goods or works which are not covered by paragraph b (A) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’, as per following procedure the following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a “Class I local supplier”, the contract for full quantity will be awarded to L1.
- If L1 is not ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L 1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L 1 price.
- In case such lowest eligible ‘Class-I local supplier’ fails to match the L 1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.
- **Class-II local supplier and Non Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.**

C. In tenders where it is intended to award contract to multiple bidders subject to matching of L1 rates or otherwise, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’, as per following procedure:

- In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only ‘Class I Local suppliers’.

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➤ In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this tender.

➤ If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

➤ First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Definitions: For the purposes of this tender:

- **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'.
- **'Class II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
- **'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- **'Margin of purchase preference'** means the maximum extent to which the price quoted by

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a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

- **'Nodal Ministry'** means the Ministry or Department identified pursuant to Government's order in respect of a particular item of goods or services or works.
- **'Procuring entity'** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- **'Works'** means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.
- **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is **minimum 50%**. For 'Class-II local supplier', the 'local content' requirement is **minimum 20%**. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively. Below 20 % , Non Local Supplier.
- **Margin of Purchase Preference:** The margin of purchase preference shall be **20%**.

Note:

False declarations regarding ClassI/ClassII status will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

14.0 NOTICE ON BEHALF OF MECON

Notice and Certificate on behalf of MECON in connection with the tender may be given by duly authorised officers of MECON. Any modification which may become necessary in the interim period will be intimated to the Bidder as soon as possible.

15.0 CLARIFICATIONS

MECON may seek clarification from any Bidder to clarify any aspects of the bidder's offer that require explanation at the stage of the evaluation. MECON may invite the Bidder(s) to a clarification meeting, if required. During these meetings, MECON may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification/ details/ documents about the tender. All such amendments or changes required by MECON will be listed and will be notified to all the Bidders.

16.0 CONFIDENTIALITY

Bidder shall note that all data/ specification enclosed with Tender document 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. Bidder shall return the Tender document along-with the Tender.

17.0 CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MECON's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest

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with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or c) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or d) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid. Further, action as outlined in MECON's prevailing approved Suspension/ Banning procedures shall be initiated.

18.0 **SUSPENSION / BANNING OF BIDDER**

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, withdraws bid after opening of Techno-Commercial Part of offer shall be banned / suspended for business dealings with MECON. Period of banning / suspension shall be governed by MECON's prevailing approved Suspension / Banning procedures.

19.0 **GENERAL**

- Bidder Shall Submit Their Offer Strictly In Accordance With The Technical Specifications & As Per Terms And Conditions of Tender Document.
- Before submission of tender, 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.
- 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.
- 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.
- Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to UCIL before commencement of the work without which contractor will not be allowed to start the work.
- 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.
- If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the MECON reserves the right to reject such tender.
- Tender documents are not transferable.
- Bidder shall have to comply with provision of contract labour (Regulation & Abolition) act 1970 and rules appended there under, if applicable to him.

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- 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 cartelisation in the bidding process.

20.0 It is advisable for MSME bidder to be registered on TReds (Trade receivables electronic discount system) platform of M/s Mynd Solution Pvt Ltd, Gurgaon.

21.0 MECON/UCIL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

The MECON/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 MECON/UCIL's action

Thanking you,

Yours faithfully,
For MECON LIMITED

Sr. GM (Contracts)

Encl.: as above

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ATTACHMENT - I

SCOPE OF WORK

A. INTRODUCTION

Financial Accounting & Reporting Systems at UCIL:

UCIL maintains Books of Accounts as required under the applicable regulations and statutes. The Company has detailed financial system manuals covering major areas of business operations viz., Accounting, Costing, Internal Audit, Personnel, Stores, Purchase, Works etc. having Corporate Office at Jaduguda, Jharkhand. Annual Financial Statements are prepared at the corporate office after compilation of the financial statements of the company as a whole. UCIL is using in-house developed/customized IT applications based on hybrid platforms (viz, Oracle, COBOL, FoxPro etc.) for Accounting, MIS and other business processes. There is an On-line Financial Accounting System (OLFAS) at all the accounting units to capture and process accounting data as per Ind- AS.

B. SCOPE OF WORK

SCHEDULE - I

SCOPE OF ACCOUNTING SERVICES/FUNCTIONS

(A) Compilation of Quarterly/Annual Accounts.

The Accounts is compiled through On -Line Financial System (OLFAS). The Accounts have to be compiled and duly reconciled with the subsidiary ledgers.

- 1) Looking after various jobs related to Fund section, Salary & Wages section, Works Accounts section, Purchase Accounts section, Purchase store ledgers and General Accounts section of all units and Corporate Office.
- 2) Ensuring proper TDS compliance of all units.
- 3) The firm should carry out computerization and system development of various jobs in Accounts department in consultation with Electronic data Processing (EDP) department. Programme development will be carried out by EDP personnel of UCIL.
- 4) Compilation of Annual Accounts of the Corporation as per Ind- AS, as per Companies Act 2013 and IFC/IFRS, if applicable. To provide guidelines and assistance for compliance to applicable Laws, Rules & Act in force.
- 5) Any other work related to Accounts department from time to time and as directed by HOD (Finance)-Jaduguda.

(B) Preparation of and submission of M.I.S. Reports

Various MIS reports required are to be compiled and submitted on requirement basis. The content and type of MIS reports to be prepared shall be carried out as per the directives of HOD (F).

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SCHEDULE - II
SCOPE OF TAXATION SERVICES

(A) Taxation

1. Preparation and submission of returns of Income Tax, to appropriate taxation authorities including revised return, if required with in time as prescribed in the concerned Law, Act & Rules.
2. Draft of replies in compliance of the notices and other communications received from the Taxation Authorities.
3. To represent Corporation & appear before Taxation Authorities /Appellate Authorities for current as well as old pending cases and preparing and submitting explanation and information asked for time to time.
4. Examination of the Assessment Orders / Appellate orders and advising further action in the matter.
5. Collecting & preparing information from client office, Preparation and filing of Appeal before Commissioner of Income Tax (Appeal) / Income Tax Appellate Tribunal Ranchi.
6. To arrange the refunds due to Corporation from Income Tax department departments including old pending refunds.
7. To provide expert opinion for the case as and when required by the corporation under the Income Tax etc.
8. Filing on line income tax return well in time.

(B). Specialized services on Call out basis

Further to above Scope of Work, UCIL wants to avail the special services of Tax Consultant for representing it in ITAT whenever there is a requirement to pursue the case in ITAT. (this is part of present scope). The scope of work for this activity shall include the following:

1. Preparation and filing of appeal/application before ITAT including Drafting of Grounds of Appeal and Statement of Facts, preparation and filing of written submissions/paper book.
2. Representing UCIL in hearings by a senior counsel having experience in dealing with ITAT .

Note: Estimated no. of days on which manpower is to be deployed is 610 days.

C. INFORMATION TO BE GIVEN BY THE BIDDER

- a) Name of the bidder firm :
- b) Name of partners members :
- c) Number of working staff :
- d) Address of the firm :
Telephone No. :
Office :

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- Mobile :
Fax :
E-mail Id :
e) Registration particulars of the firm &
Date of formation :
f) Name /Designation /Address of the signatory
Of the bid with letter of authorization, if any :
g) Permanent Account No (PAN)of the firm :
h) G.S.T. registration details :
i) Details of experience (in brief) :
j) Details of professional personnel/ working staff :
k) Details of Bank Account for Payment :

Certified that the information given above is true and if at any time this is found to be false or misleading the bid /contract shall be liable to be cancelled:

Name :
Signature :
(Capacity in which signed)

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	MECON LIMITED A Government of India Enterprise	ई-मेल/ Email	: ucil_proc@meconlimited.co.in
		वेबसाइट/ Website	: http://www.meconlimited.co.in
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ATTACHMENT - II

DRAFT WORK ORDER

M/s

Amendment No.: Nil
Dated: Nil

Work Order No.	Date of Order	Date of Completion	Contractor's Code
11.....		As per clause no. 4.0	

Sub: Work Order for, in accordance with scope of work required for M/s UCIL.

Ref.: 1. MECON's Tender Enquiry No. 11.UC. ____/____/____/____ dated _____.
2. Your offer No. _____ dated _____.
3. Subsequent discussion ending with your letter No. _____ dated _____.

Dear Sirs,

With reference to above, we, the MECON LIMITED (hereinafter referred to as MECON) are pleased to award order on you (hereinafter referred to as Contractor) for, in accordance with scope of work required at -----, of M/s Uranium Corporation of India Ltd.,) as per terms & conditions herein below:

1.0 SCOPE OF WORK

- 1.1 Scope of work shall be strictly as per **Annexure - I** and Special conditions (**Annexure - II**), with the entire scope of work to be completed as per the completion schedule indicated ahead.
- 1.2 Contractor's scope of work inter-alia include the following:
 - i) Take necessary insurance coverage for the manpower engaged against this order during entire tenure of contract as per prevalent rules.
 - ii) Abiding by all statutory obligations as applicable etc. during entire period of execution of order. CONTRACTOR shall submit all documentary evidence in this respect as required by MECON/UCIL and shall keep MECON/UCIL indemnified against any claims whatsoever in this regard.

2.0 CONTRACT PRICE

- 2.1 Contract Price for the scope of work enumerated in Clause 1.0 is detailed in Price Schedule enclosed at **Annexure - III**. The Contract price is based on the quantity specified (estimated quantity) and the agreed firm unit rates as per the order. The Final Contract Price shall be arrived based on the following:
 - a. Actual deployment of manpower, as duly certified by UCIL and agreed unit rates and as governed by stipulations contained in work order.
 - b. Price adjustment/ variation (wherever applicable) as specified in the Special Conditions.
 - c. Statutory variations/ abrogation of existing taxes & cess and/ or imposition of any fresh taxes & cess.

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- 2.2 Unit rate is inclusive of all charges towards deployment of manpower incl statutory expenses except GST. GST shall be extra as applicable.

3.0 TAXES & DUTIES

Except as otherwise specifically provided in the order, the Contractor shall bear and pay all taxes, cesses, levies and charges assessed on the Contractor by any/ all authorities of State or Central Government. Royalty charges as per Govt rule for consumption of minor minerals if any shall be paid by the Contractor and necessary royalty clearance certificate shall be submitted before claiming final payment.

- 3.1 Tax invoice shall be raised by Contractor in the name of “MECON Limited, Ranchi” as per the GST norms. GST shall be paid at actual against Tax Invoice to be submitted by the Contractor. However, in case the Input Tax Credit of GST is denied or demand is recovered from MECON Limited, on account of any non-compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor along-with penalty/ interest, as applicable, levied on MECON. Contractor shall indemnify MECON Limited in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- 3.2 The adjustment in the Contract Price towards imposition of any new taxes & cesses shall be applicable pursuant to a government notification. In this regard, Contractor shall furnish necessary documentary evidence.
- 3.3 The contract price specified under clause 2.0 is based on taxes, duties, levies etc. prevailing as on effective date of Order i.e. date of order.

Goods & Service Tax Number (GSTN) of MECON, Ranchi: 20AACCM2119B1ZG
Goods & Service Tax Number (GSTN) of UCIL, Jharkhand: 20AAACU2207N1ZO

- 3.4 MECON reserves the right to ask for copies of GST return while processing the Invoices of Contractor for payment. In case of failure to submit the same, amount equivalent to GST shall be withheld while making payment.

3.5 RECOVERY OF TAX, AS APPLICABLE

Any Tax which MECON may be required to deduct by law/statute, shall be deducted at the source and the same shall be paid to the Tax Authorities on account of the Contractor. MECON shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their PAN & GSTN.

4.0 COMPLETION SCHEDULE

- 4.1 Completion Period is indicated in the Special Conditions.
- 4.2 The completion schedule shall be suitably extended due the following reasons:
- Delay in providing fronts by UCIL, for undertaking the work
 - Any suspension order given by MECON/UCIL under clause no. 12
 - Any occurrence of Force Majeure as provided in clause no.14

The completion period under the above condition shall be extended by such period as shall be fair and reasonable in all the circumstances and shall fairly reflect the delay or impediment sustained by

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the Contractor for the reasons attributable to MECON/UCIL. Except where otherwise specifically provided in the order, the Contractor shall submit to MECON/UCIL their claim for an extension of the Completion period together with particulars of the event or circumstances justifying such extension as soon as reasonably practicable after the commencement of such an event or circumstances. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligation under the order.

5.0 PAYMENT CONDITIONS

- 5.1 Subject to any deductions which MECON may be authorised to make under the Contract, the Contract Price shall be payable as stipulated in Special Conditions.
- 5.2 All payments to Contractor shall be made from the fund to be provided by UCIL for execution of the order. Payment shall be released within 30 days through RTGS upon submission of pre-receipted invoice along-with correct & complete documents at MECON, Ranchi. MECON 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 Finance Section, MECON, Ranchi.
- 5.3 All Bank Guarantees shall be in MECON's proforma.
- 5.4 All Bank Charges shall be to account of the Contractor.
- 5.5 All interim/ progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed or as an admission by MECON of the due performance of the Contract, or any part thereof by the Contractor.
- 5.6 All payment to Contractor employed for execution of this package shall be made only from the fund provided by UCIL.
- 5.7 Cost towards legal charges, expenses towards Arbitration & Arbitral award arising out of award of Arbitration between MECON & Contractor shall be made from the fund provided by UCIL.
- 5.8 Contractor shall strictly comply to prevailing statutory GST norms while raising Invoice on MECON. Any financial liability arising out of non compliance shall be borne by Contractor.

6.0 SECURITY DEPOSIT

- 6.1 The Contractor will furnish within thirty (30) days from the date of the Work Order, Security Deposit in the form of either Demand Draft (in case of SD amount up to Rs. 150,000/-) or Bank Guarantee from a Scheduled or Nationalized Indian Bank, other than a Co-operative or Gramin Bank for a value of 3% of the Contract Price in favour of MECON in the prescribed pro-forma.
- 6.2 Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the Contractor and MECON in the Contract.
- 6.3 The Security Deposit furnished by the Contractor will be subject to the terms and conditions of this order and MECON will not be liable for payment of any interest or any depreciation thereof.
- 6.4 The Security Deposit BG shall remain valid up to sixty (60) days beyond the Completion of work as certified by UCIL plus defect liability period as applicable and shall be released on Contractor's request thereafter.

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6.5 Security Deposit will not be accepted in case the same has reference of remitter/ financier (If not declared in the bid/order) other than contractor on the financial instrument of Security Deposit submitted by the contractor.

6.6 If Contractor does not submit Security Deposit within 30 days of order, notice will be served to the Contractor for immediate submission of Security Deposit. Reminder notice will be served on the Contractor upon expiry of initial notice period. In the event Contractor commences work without submission of Security Deposit, the amount of Security Deposit will be adjusted from the bills to be submitted by the Contractor ensuring that payments are released to the supplier only after adjustment of entire Security Deposit amount.

7.0 LIQUIDATED DAMAGES

Not Applicable

8.0 CONVERSANCE WITH ORDER CONDITIONS

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

9.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

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

10.0 SUB-LETTING

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 MECON. In the event the Contractor contravenes this condition, MECON reserves the right to reject the work and complete the same at Contractor's Risk and Cost.

11.0 LIQUIDATION, DEATH, BANKRUPTCY, ETC.

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

- 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
- 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.

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12.0 SUSPENSION AND TERMINATION

- 12.1 MECON may at any time temporarily stop the work under the order or any part thereof by notice in writing to the Contractor. MECON will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension.
- 12.2 MECON will be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the Contractor in the following events:
- If the Contractor fails to comply with the provision/ provisions of the order.
 - If the Contractor is involved in any action involving moral turpitude.

13.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE

- 13.1 If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by MECON in the order, MECON may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, MECON without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that MECON may sustain in this regard.
- 13.2 Should the Contractor fail to comply with such notice within a period of 15 (fifteen) days from the date of serving thereof, MECON shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies. This shall be without prejudice to MECON's rights under other clauses of this order.
- 13.3 MECON shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.
- 13.4 In case, Risk Purchase is to be taken against an order, the LD shall be applicable on the total contract price i.e without excluding the price of the work/ supply for which Risk Purchase has been undertaken.

14.0 FORCE MAJEURE

- 14.1 Should the fulfilment of the present order be infringed due to hostilities, embargo, blockages, strike and restraint by Government or any other contingency beyond either party's control i.e. due to Force Majeure, the Contractor shall not be responsible for the fulfilment of the present order.
- Upon the occurrence and cessation of any such contingency, the party suffering therefrom shall immediately give the other party notice, in writing, within fifteen (15) days of such occurrence or cessation and the representatives of the parties shall immediately consult each other and agree upon the measures to be taken.
- 14.2 Under the said circumstances, the time of fulfilling the obligations under the present order shall be prolonged for the period within which the Force Majeure or consequences thereof exist.
- 14.3 If Force Majeure conditions persist for a continuous period of THIRTY (30) days and make further performance of this contract impossible, the parties shall meet to reach an agreement for

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continuation, modification or termination of this contract within a further period of THIRTY (30) days and the parties will develop a mutually satisfactory solution.

15.0 **ARBITRATION**

For PSUs

In the event of any dispute or difference relating to interpretation and application of the provisions of Contract between the Contractor & MECON, such dispute or difference shall be taken by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no:4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The place of arbitration shall be New Delhi and the language to be used in Arbitration proceeding shall be English. During the pendency of the Arbitration proceedings both the parties shall continue to perform their contractual obligations.

For other than PSUs

Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Order shall be settled between MECON and the Contractor amicably. If, however, the MECON and the Contractor are not able to resolve their disputes / differences amicably as aforesaid, the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties. Conciliation shall be resorted to prior to invoking Arbitration. Work under this Order shall be continued by the Contractor during the Arbitration proceedings unless otherwise directed in writing by MECON or unless matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

The arbitration shall be governed and regulated in all respect according to Laws of India.

The Arbitration proceedings shall be regulated and governed by Indian Arbitration and Conciliation Act 1996, or such modification thereof. The venue of Arbitration proceeding shall be Ranchi.

This order including the Arbitration proceeding shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Ranchi.

16.0 **SEVERABILITY**

If any provision or condition of the Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Order.

17.0 **NOTICES**

- 17.1 All notices under this Purchase Order shall be given in writing and shall be deemed sufficiently given when delivered either in person or by fax /email/post/courier addressed to the other party at its address set forth in this Purchase Order with a copy to the nominated representative (if any) at site.
- 17.2 If any such notice is delivered by hand, it shall be duly acknowledged. Either party shall by notice in writing inform the other party of any change of its address for receiving such notices.

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18.0 CORRUPTION, GIFT AND PAYMENT OF COMMISSION

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of MECON or any person on his behalf in relation to the execution of this or any other order with MECON 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 MECON.

19.0 WARRANTY AND GUARANTEE /DEFECT LIABILITY PERIOD

Not Applicable

20.0 GENERAL

No director or official or employee of MECON shall in anyway be personally bound or liable for acts or obligations of MECON under the order or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

21.0 CORRESPONDENCE

All correspondences with regard to **Commercial** matters shall be made in duplicate to the following address:

Shri Sujit Kumar, Sr. GM (Contracts)
MECON LIMITED, Vivekanand Path, Doranda, Ranchi - 834 002

All correspondences with regard to **Technical** matters shall be made in duplicate to the following address:

Shri T.Muthu Vinayagam, AGM (GMMB)
MECON LIMITED, Vivekanand Path, Doranda, Ranchi - 834 002

Kindly acknowledge receipt of this Work Order and return enclosed "Order Acknowledgment" copy within 15 days duly signed & stamped on each page as a token of your acceptance of this Work Order with the terms and conditions stipulated therein.

Thanking You,

Yours faithfully,
For **MECON LIMITED**

Sr. GM (Contracts)

Enclosures:

1. Annexure - I(Scope of Work)
2. Annexure - II (Special Conditions)
3. Annexure - III(Price Schedule)
4. Annexure - IV(Integrity Pact)

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ATTACHMENT - III

SPECIAL CONDITIONS

This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the Draft Work Order. Whenever there is conflict, the provisions herein shall prevail over those in the Draft Work Order.

1. Scope

As per Scope of work (Attachment-I) & Price Schedule.

2. PERIOD OF CONTRACT:

The period of contract shall be for **TWO** years from the date of LOI/fax order, whichever is earlier. Contractor will be endeavoring to execute the order to the satisfaction of UCIL. In case of failure to do so, the order would be liable to be cancelled.

3. MANPOWER REQUIREMENT

- i) Minimum 3 (Three) number of Qualified Chartered /Cost Accountants (out of which at least 1 (one) shall be a Chartered Accountant) are required to be deputed at Jaduguda/Turamdih/Tummalapalle unit for the Accounting job for full year.
 - ii) Minimum 5 (Five) no of Semi Qualified Chartered /Cost Accountants (of which at least three must be Semi-Qualified Chartered Accountant) are required to be deputed at Jaduguda/Turamdih/Tummalapalle unit for the Accounting job.
 - iii) Out of the Semi-Qualified Chartered /Cost Accountants, 1 (one) person is required to be posted at our Tummalapalle (Andhra Pradesh) unit and balance 4 (four persons) will be posted at Jaduguda/Turamdih unit in Singbhum, Jharkhand.
4. All the deployed manpower should be present at least 22 working days in a month.
 5. Firm should take permission from H.O.D. (Finance),UCIL before replacement of manpower.

6. TRAVELLING, BOARDING & LODGING:

Only Lodging shall be provided by UCIL at its colony subject to availability, at free of cost. Food, T.A / D.A and all other expenses is inclusive in the rates and MECON/UCIL will not pay any amount on account of it.

7. PAYMENT TERMS:

100 % Quarterly payment alongwith with applicable tax and duties shall be released upon submission of Tax Invoice duly certified by UCIL after adjustment of TDS etc. Every month and time to time scope of work of taxation services will be given to the Firm and payment will be made on the basis of compliance of work.

8. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

MECON reserves the right to accept any bid , and to cancel the bidding process and rejects all bids , at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the MECON's/UCIL's action.

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9. RELATED PARTY:

Related Parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation, the same shall be liable to be rejected. Parties are considered to be related if one or more partner / member are common.

10. INCOME TAX:

Income tax inclusive of surcharge and any other tax if applicable shall be deducted at source as per rules.

11. GOODS & SERVICE TAX (GST) :

Goods & Service tax (GST) shall be paid extra as applicable on the date of actual render of service. Any changes in taxation will be applicable as per prevailing statutory provisions.

12. SECRECY:

The successful bidder shall not at any time during the tenure of contract or thereafter disclose any information furnished to them by UCIL/MECON or any drawings, designs, reports and other documents and information prepared for this work, without the prior written approval of UCIL/MECON except in so far as such disclosure is necessary for the performance of the Party's work and service hereunder.

Successful bidder will be required to enter into Secrecy Agreement with UCIL, proforma of which is enclosed herewith failing which no payment shall be released. The firm shall comply with all statutory provisions relating to tendered job and it's related Acts.

13. OTHER TERMS AND CONDITIONS:

- i) Successful bidder shall depute sufficient number of competent staff as specified for this work at their own cost.
- ii) The posted staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
- iii) MECON/UCIL shall not be responsible for any accident caused to contractor's personnel due to any circumstances happening within or outside the UCIL's/MECON's premises.
- iv) Every effort shall be made to complete the work strictly as per scope of work in time.
- v) Successful bidder shall be reporting to HOD (Finance), UCIL, Jaduguda.
- vi) Information made available during the course of work shall be used only for bonafide work relating to work of UCIL and not for any other purpose. The person shall not divulge the information made available by UCIL or otherwise acquired during the course of engagement to any other agency.
- vii) MECON reserves the right to accept /rejects any or all the offers without assigning any reason whatsoever therefore.

14. Necessary insurance coverage for all manpower deployed for this job at UCIL units shall be taken by the Firm.

15. PENALTY CLAUSE FOR NON DEPLOYMENT OF MANPOWER:

In case of non deployment of manpower as per manpower requirement as stated above, proportionate recovery of fees as per specific item of Price schedule will be made. However, if the non deployment of manpower is more than 7 (seven) days in a particular month, recovery will be made one and half times (1.5 times) of specific price part. In case of non deployment of manpower for more than 7

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(seven) days in a month continues for more than three months the contract may be cancelled at the sole discretion of MECON/UCIL and Security deposit will be forfeited.

Note : Penalty amount, as applicable, shall be computed & certified by UCIL.

16. FAILURE AND TERMINATION:

If the bidder fails in the performance of the contract in the manner and within the time fixed or there is likelihood of an anticipatory breach of whole or part of the contract, MECON/UCIL will have the right to rescind the contract by giving one month notice period.

17. ESCALATION:

Escalation will be paid extra as per following formula based on the Circular of UCIL. Escalation is payable on item no. 1 & 2 of price schedule i.e. deployment of manpower to Qualified and semi qualified persons. No escalation will be made on item no 3- fees for Taxation services. Escalation will be calculated as per below formula:

$$E = W \times 0.80 \times [(LF-L0)/L0] :$$

Where E = the escalation amount payable:

W = Gross value of work done (excluding GST).

L0 = Minimum wages in rupee of skilled labour as applicable at the time of opening day of tender as per AI of UCIL.

LF = Minimum wages in rupee of skilled labour as per Adm. Instruction of UCIL as applicable for month under consideration.

Note : Escalation amount, as applicable, shall be computed & certified by UCIL.

18. VARIATION IN QUANTITY OF ITEMS

The quantities set out in the price schedule are the estimated quantities only. The quantities may vary from those indicated in the tender documents based on actual requirement or due to other reasons. The contractor shall carry out all the work up to a total variation of +10% on the contract price and up to any extent on individual items of schedule of quantities. All tendered rate shall remain firm within this limit and extra items may be included as per instruction of Engineer-in-Charge.

19. Contractor has to abide by all rules and regulations prescribed by statute or UCIL even if the same is explicitly not mentioned in the tender.

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		फोन / Phone	: 0651 – 248 3416
		फैक्स / Fax	: 0651 – 248 2289
	MECON LIMITED A Government of India Enterprise	इ-मेल / Email	: ucil_proc@meconlimited.co.in
		वेबसाइट / Website	: http://www.meconlimited.co.in
		CIN	: U74140JH1973GOI001199
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ATTACHMENT - IV

NO DEVIATION DECLARATION

(To be furnished on company letter head)

“It is hereby confirmed that our offer is strictly as per terms & conditions of the Invitation to Tender, Special Conditions , Draft Work order and Technical Specification/Scope of work of MECON’s tender enquiry no.dated

We confirm our acceptance to all technical as well as commercial terms & conditions, including Special Conditions, of the above-referred tender enquiry without any deviation, whatsoever. Any deviation appearing anywhere in our bid shall stand withdrawn”

Signature of the Bidder

Name:

Designation:

(Seal of the Company)

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ATTACHMENT - V

PRICE SCHEDULE FORMAT

BIDDER SHALL SUBMIT THEIR PRICE BID IN MECON'S PRICE SCHEDULE FORMAT ATTACHED SEPARATELY WITH THIS TENDER IN ONLINE MODE ONLY.

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		फैक्स / Fax	: 0651 – 248 2289
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ATTACHMENT - VI

DECLARATION BY BIDDER
(To be furnished on letter head)

MECON's ITT No. & Date:.....

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

- We hereby declare that our organisation M/s _____ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.
- We hereby declare that our organisation 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 therefrom. 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 MECON during this process without protest or demur.
- 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 MECON/UCIL fully indemnified against any or all claims arising out of the above with regard to the subject order.

Signature of the Bidder

Name:

Designation:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

	मेकॉन लिमिटेड भारत सरकार का संस्थान	राँची / Ranchi-834002/ झारखण्ड / Jharkhand, भारत / India	
		फोन / Phone	: 0651 – 248 3416
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ATTACHMENT - VI (A)

DECLARATION BY BIDDER WITH REGARD TO GOVERNMENT GUIDELINES FOR MAKE IN INDIA

(To be furnished on letter head)

MECON's ITT No. & Date:

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

Technical Specification No.:

- a. We hereby declare that our organisation M/s _____ are _____(Class I Local Supplier/Class II Local Supplier/Non Local Supplier as defined in this tender) for the items offered by us against the tender.

- b. We hereby declare that our organisation 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 therefrom. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process with regard to provisions of our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by MECON during this process without protest or demur and necessary action as stipulated in **GOI Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 shall be taken against us.**

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

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ATTACHMENT - VII

WITH IMMEDIATE EFFECT

(To be submitted on Non-Judicial Stamp Paper worth Rs. 10/- purchased in the name of issuing Bank)

BANK GUARANTEE FOR SECURITY DEPOSIT

- i) Name of the Issuing Bank
- ii) Address
- iii) Bank Guarantee No.
- iv) Limit of liability
- v) Issued on behalf of
- vi) Issued in favour of
- vii) Contract/Order No. & Date
- viii) Description of work
- ix) Date of issue
- x) Date of Expiry
- xi) Claim period from the date of expiry

This top sheet shall form part of the original bank guarantee.

**Authorised signature with Code No.
And stamp of the issuing bank**

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		फोन/ Phone	: 0651 – 248 3416
		फैक्स/ Fax	: 0651 – 248 2289
	MECON LIMITED A Government of India Enterprise	ई-मेल/ Email	: ucil_proc@meconlimited.co.in
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PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be submitted on Non-Judicial Stamp Paper worth Rs. 100/- purchased in the name of issuing Bank)

No.....

dated :

MECON Limited
Ranchi - 834 002
(Jharkhand)
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Security Deposit of Rs. (Rupees only) furnishable to you by M/s (hereinafter referred to as Contractor) in terms of the Contract No. dated for supply of required for (hereinafter referred to as the 'Contract') in the form of a bank guarantee in the manner hereinafter contained we Branch (Banker's Name) having registered office at, do hereby covenant and agree with you as follows :

1. We hereby undertake to indemnify you up to a sum of Rs..... (Rupees..... only) against any loss or damage caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms of the terms and conditions contained in the said Contract and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protestor demur pay to you such sum or sums not exceeding in total the said sum of Rs. (Rupees only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor.
2. Notwithstanding anything to the contrary contained in this Guarantee your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the related warranty period of the said Contract and after the Contractor have discharged all their obligations under the said Contract and produced a certificate of due completion of the work under the said Contract and submitted a 'No Demand Certificate', provided always that this guarantee shall in no event remain in force after the date of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing

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- before the expiry of one year from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We (Name of the Bank), further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
 5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said Contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees only) as aforesaid or extend the period of the guarantee beyond the said date of unless expressly agreed to by us in writing in terms of clause 4 hereof.
 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Contractor.
 7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said Contract and in respect of which your claim in writing is lodged on us before expiry of one year from the date of expiry of this guarantee.
 9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier/ registered post/ speed post/ email (...email id of bank...) / fax to us or our local address as aforesaid and if sent by special courier/ registered post/speed post, it shall be deemed to have been given when the same has been posted.
 10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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		फोन / Phone	: 0651 – 248 3416
		फैक्स / Fax	: 0651 – 248 2289
	MECON LIMITED A Government of India Enterprise	ई-मेल / Email	: ucil_proc@meconlimited.co.in
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11. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Contractor or any reference to arbitration of the said dispute/ controversy pending or a civil suit filed by the Contractor in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to (..... only) and this guarantee shall remain in force until Unless a written claim is lodged on us for payment under this guarantee within one year from the date of expiry of this guarantee i.e. on or before all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the Bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the Bank.
16. Beneficiary may take confirmation for the details and genuineness of the Bank Guarantee from our local Branch at Ranchi, Jharkhand at..... (address of local bank branch) ...”
17. We..... (Name of the Bank) agree that any claim due and arising under this guarantee shall also be enforceable against our local branch..... (fill the address of the local branch at Ranchi) at Ranchi having e-mail id (.....@.....) and shall honour such demand immediately on receipt of demand.’

Signed & delivered
for and on behalf of
the above named bank

For and on behalf of
(Bankers name)

Branch Manager
Bankers Seal)

Address : _____
(with Phone No. and Email Id)

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		फोन / Phone	: 0651 – 248 3416
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	MECON LIMITED A Government of India Enterprise	ई-मेल / Email	: ucil_proc@meconlimited.co.in
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ATTACHMENT - VIII

INFORMATION REGARDING BIDDER

The Bidder shall fill up the Format as provided below & also substantiate with the supporting documents, as applicable.

<u>Sl. No.</u>	<u>Question</u>	<u>Answer</u>
1.	Whether the bidder is registered as Micro, Small or Medium Enterprise under MSMED Act.2006	YES/NO (Please tick)
a)	If, YES-Please indicate Whether Micro/Small/Medium	Micro/Small/Medium (Please tick)
b)	If, MICRO/SMALL, please submit/attach self-attested copy of Registration Certificate and EM Part-II Acknowledgement with ENTREPRENEUR MEMORANDUM NUMBER (12 digit) / UDYOG AADHAAR NUMBER	
c)	Whether MSE owned by SC/ST (if Yes, Documentary proof to be submitted)	YES/NO (Please tick)
d)	Whether MSE owned by Women (if Yes, Documentary proof to be submitted)	YES/NO (Please tick)
e)	We confirm that above status is valid upto (Date)	
f)	Annual turnover as per Audited Accounts (In case of Micro or Small) for FY 2019-20.	

SIGNATURE OF THE BIDDER:

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.

E- mail:

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		फैक्स / Fax	: 0651 – 248 2289
	MECON LIMITED A Government of India Enterprise	ई-मेल / Email	: ucil_proc@meconlimited.co.in
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ATTACHMENT - VIII (A)

INFORMATION REGARDING BIDDER WITH REGARD TO GOVERNMENT GUIDELINES FOR MAKE IN INDIA

Bidder's Offer No. & Date: _____

The Bidder shall fill up the Format as provided below & also substantiate with the supporting documents, as applicable.

<u>Sl. No.</u>	<u>Question</u>	<u>Answer</u>
1.	Whether the bidder is Class I Local Supplier as per stipulations of this tender.	YES/NO (Please tick)
a)	If, No then, please indicate Whether Class II Local Supplier/ Non Local Supplier	Class II/ Non Local (Please tick)
b)	Whether the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier'.	YES/NO (Please tick)
c)	Kindly indicate percentage of Local Content of the items offered by you against the tender.	
d)	Kindly give details of the location(s) at which the local value addition is made (if any)	

SIGNATURE OF THE BIDDER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.

E- mail:

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		फोन/ Phone	: 0651 – 248 3416
		फैक्स/ Fax	: 0651 – 248 2289
	MECON LIMITED A Government of India Enterprise	ई-मेल/ Email	: ucil_proc@meconlimited.co.in
		वेबसाइट/ Website	: http://www.meconlimited.co.in
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ATTACHMENT - IX

GUIDELINES/ INSTRUCTIONS FOR REVERSE AUCTION

1. Service Provider:

MECON Limited (MECON) shall utilize the services of Service Provider or (SP) for conducting the Reverse Auctions. Service Provider is fully authorized to give clarifications/coordinate with the bidder on behalf of MECON w.r.t. conduct of Reverse Auction.

M/s ITI Limited,
M-5/26, AcharyaVihar,
Bhubaneswar -751013
Phone: 0674-2567225, 2567229, 2567227
Fax: 0674-2567228
E-mail: itirobbsr@rediffmail.com

2. Introduction to General Rules & Regulations:

The General Rules and Regulations provided herein govern the conduct of On-line Reverse Auctions operated by Service Provider or (SP). These rules cover the roles and responsibilities of the bidders in the On-line Reverse Auctions on their platform. Acceptance to these General Rules and Regulations is a pre-requisite for securing participation in the On-line Reverse Auctions on their platform, failing which bidder will not be allowed further to participate in the bidding process.

3. Role of Service Provider:

Service provider is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency is providing the auction engine, the role of Service provider would include:

- Setup the reverse auction based on tendered item details and bidding rules as mentioned in tender document.
- Providing access, through user-ID protected by password, to the approved bidders to participate in the auction.
- Enhancing bidder awareness by providing them the details/ steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.
- Summarizing auction proceedings and communicating of the outcome to MECON. If required, provide training to bidders prior to Conduct of On-line Reverse Auction.

4. Role of the Bidder:

The role of the bidder is outlined below.

- Give written consent to General Rules and Regulations.
- Access to auction mechanism shall be provided only after such consent.
- Ensure that user-ID and password to access the auction is not revealed to unauthorized persons.
- Participate in the Reverse Auction with the aim of bidding to secure the auctioned items in the

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		फोन / Phone	:	0651 – 248 3416	
		फैक्स / Fax	:	0651 – 248 2289	
	MECON LIMITED A Government of India Enterprise	इ-मेल / Email	:	ucil_proc@meconlimited.co.in	
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auction (being selected for supplying MECON's requirement in a Reverse Auction).

- e. Convey last quoted price in writing to MECON/ Service Provider, immediately after close of RA by e-mail to be followed by hard copy.
- f. Provide break up of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- g. In the event of winning an allotment, fulfil all obligations under the contract.

PROCESS OF e-REVERSE AUCTION

e-Reverse Auction event may be carried out among the Techno-Commercially qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

- i) For the proposed e-reverse auction, only Techno-Commercially Qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- ii) Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through Service provider e-Procurement portal i.e. their platform / MECON.
- iii) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
- iv) E-Reverse auction will be conducted on scheduled date & time.
- v) Start price for the e-reverse Auction will be notified by Service Provider.
- vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider/ auctioneer.
- vii) Any bid once made through registered Login ID/ password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
- viii) Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- ix) Service Provider shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e-reverse auction.
- x) At the end of e-reverse auction event, the lowest Bid value will be known on the network.
- xi) The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xii) In case MECON decides not to go for e-Reverse auction procedure for the tender enquiry, the financial bids already submitted shall be opened and evaluated as per terms of tender enquiry.
- xiii) MECON's decision on award of Contract shall be final and binding on all the Bidders.

Note:

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After evaluation of bids i.e. technical and commercial, MECON will decide whether to conduct e-Reverse Auction or resort through normal Tender without reverse auction. For reverse Auction intimation would be sent by MECON/ Service Provider to techno-commercially qualified bidders in advance at least **03 days** prior to the e-Reverse Auction date through e-portal / e-mail/ fax.

TERMS & CONDITIONS OF E-REVERSE AUCTION

MECON may conduct e-Reverse-Auction among the techno-commercially qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

A. Eligibility of Bidders to participate in e-Reverse Auction:

- i) Bidders who are techno-commercially qualified and accept all the Terms & conditions of e-Reverse Auction, can only participate in e-Reverse Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have **valid digital certificate** (preferably class III) well in advance to participate in the e-Reverse Auction. MECON and / or Service Provider will not be responsible in case Bidder could not participate in e-Reverse Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-portal website of MECON.
- iv) The date & time of commencement of e-Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least **03 days** prior to the e-Reverse Auction date through tender e-portal/ e-mail/ fax.
- v) MECON reserves the right to postpone/change/cancel the e-Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.
- vi) E-Reverse Auction will normally be for a period of two hour. If a Bidder places a bid price in last 05 minutes of closing of the e-Reverse auction, the auction period shall get extended automatically for another **5 minutes**. In case there is no bid price in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension.
- vii) During e-Reverse Auction, if no bid is received within the specified time, MECON, at its discretion, may decide to revise Start price / scrap the e-reverse auction process/extend the date of e-reverse auction/ proceed with already opened financial bids.

B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

C. Start Price :

- i) Online sealed price bid submitted by bidder will be opened by representative of Client and Finance personnel of MECON.
- ii) Start bid price as well as decrement amount shall be arrived by MECON based on lowest online sealed price bid or MECON's estimate, whichever is lower.
- iii) The start bid price and decrement amount shall be communicated to service provider and shall

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be during the e-Reverse Auction process.

- iv) The start price of an item in online reverse auction is open to all the techno-commercially qualified bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount.
- v) Any of the techno-commercially qualified bidder can start bidding, in the online reverse auction.
- vi) Please note that the first online bid that comes in the system during the online reverse auction is atleast lesser than the auction's start price by one decrement.
- vii) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.

Note: In case, none of the bidders participate in the reverse auction process by submitting at least one decrement, thereby resulting in the reverse auction process becoming unsuccessful, MECON reserves the right either to initiate the process of finalization of tender based on the lowest online sealed bid received or to cancel the tender.

D. Decrement Bid Value :

- i) Bidder is required to quote their bid price only at a specified decremented value.
- ii) Bidder need not quote bid price at immediate next available lower level but it can be even at 2/3/4 Level of next available lower level.

E. Web Portal and Access :

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-reverse auction successfully.
- ii) The bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of bidders during the e-Reverse auction cannot be the cause for not participating in the e-reverse auction. On account of this, the time for the auction cannot be extended and MECON shall not be responsible for such eventualities.
- iv) MECON and / or Service Provider will not have any liability to bidders for any interruption or delay in access to site of e-Reverse Auction irrespective of the cause.
- v) Neither MECON nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders will be able to view during the auction time the current lowest price on portal. A hammer sign will be displayed in the screen of the bidder if their price is lowest at a particular time during the e-Reverse auction.

G. Masking of Names:

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- i) Bidder will be able to view the following on their screen along with the necessary fields in e-Reverse Auction:
 - Opening Price
 - Leading / Lowest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e-Reverse Auction process and bidders/ vendors will be given suitable dummy names.

H. Finalization of the Successful Bidder:

- i) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.
- ii) MECON's decision on award of Contract shall be final and binding on all the Bidders.
- iii) Successful Bidder is bound to execute the work at a price mentioned in the **Order**. In case of back out or non-execution as per the rates quoted, MECON will take appropriate action against such Bidder and forfeit the EMD/Bid Security amount, and /or may debar him from participating in future tenders.
- iv) In case MECON decides not to go for e-Reverse Auction related to the work/procurement for which tender is floated, the financial bids submitted will be opened in presence of bidder who wish to visit to be present and shall be evaluated as per as per tender conditions.
- v) In case of Reverse Auctioning, packages where order is to be finalized based on item rates, the item-wise breakup for Packing & Forwarding Charges, Freight and GST taken from L1 bidder on their letter head through fax or email immediately at the end of reverse auction wherein the bidder will proportionately reduce the rates quoted for all items as per the percentage reduction quoted for total value in the reverse auction. Item-wise lowest rate as discovered through RA and original online Price Bid shall be considered for placement of order.
New rate for each item after e-reverse Auction.
**** New Rate = old rate as per their Financial bid of that bidder -
(less) %age of reduction for each item on the basis of %age reduction achieved in total value after e-Reverse Auction.**

I. Bidder's Obligation :

- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, MECON shall disqualify the vendor / bidders concerned from the e-Reverse auction process and initiate suitable action against the errant bidder(s).
- ii) Bidder shall not divulge either his Bid details or any other details of MECON to any other party without written permission from MECON.

J. Change in Terms & Conditions of e-Reverse Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by Tender Inviting Authority of MECON.

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- ii) MECON reserves the right to modify / withdraw any of the Terms & conditions of e-Reverse Auction at any point of time.
- iii) Modifications of Terms & conditions of e-Reverse Auction, if any, will be communicated to techno-commercially qualified bidders.

K. Errors And Omissions :

On any issue or area of material concern regarding e-Reverse Auction not specifically dealt with in these rules, the decision of MECON shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-reverse auction, it is the bidder's responsibility to have backup internet connections and all other facilities necessary to prevent/ circumvent such situation. In case there is a problem at the e-procurement/ e-reverse auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of MECON by the bidders in time, then MECON will promptly reschedule the affected event(s).

e-TENDER CUM REVERSE AUCTION (RA) DECLARATION

1. MECON reserves the right to go for e-Reverse Auction (RA) or resort through normal Tender without reverse auction. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.
 - (a) Name and Designation of Official
 - (b) Postal Address (complete) :
 - (c) Telephone Nos. (Land line & Mobile both) :
 - (d) FAX no. :
 - (e) E-mail address :
 - (f) Name of place/state, wherefrom he will participate in the RA :
2. Information instructions and general terms and conditions governing Reverse Auction have been read by us and we confirm to abide by all the stipulated Rules, instruction and terms & condition governing the Reverse Auction.
3. After discovering the L1 price through RA and obtaining necessary Price Break-up from L-1 bidder under the heads stipulated in tender, MECON shall proceed with finalization of order(s) as per stipulation of ITT.

We confirm our acceptance on the above.

(Signature of the Bidder with Name, Designation & company's Seal)

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ATTACHMENT - X

Details of Company profile.

Details of company profile have to be provided as below:

A) Company profile

Sl. No.	Description	Details (please attach Xerox copies)
1.	Name & Address of the firm	
2.	Name of owner /partners	
3.	Telephone nos. office , Residence & Mobile no.	
4.	Email address:	
5.	Year of establishment:	
6.	Areas of operation /nature of jobs carried out:	
7.	Permanent account number	
8.	GST registration no.	
9.	P.F. code no	
10.	E.S.I. code no (as applicable)	
11.	Labour license no(If any)	

By submitting the application the Applicant authorizes UCIL/MECON to seek verification on the information supplied and related matters.

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ATTACHMENT XI

FORMAT OF APPLICATION FOR OBTAINING PAYMENT THROUGH ELECTRONIC FUND TRANSFER (NEFT / RTGS)

Ref. No.

Date:

To,
DGM I/c (Finance)
MECON Limited,
Doranda, Ranchi -834002

Sub: Payment through Electronic Fund Transfer (NEFT / RTGS)

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Account as given below:

1.	Name	
2.	Address	
3.	Telephone no.	
4.	Name of the Bank	
5.	Phone no. / Fax no. of Bank	
6.	Name of the Branch	
7.	Branch code	
8.	MICR no.	
9.	Current Account no.	
10.	IFS Code of the Branch (Printed on cheque leaf)	
11.	PAN No.	
12.	E-mail Address	

Authorised Signatory

Certified that the above particulars are matching with our records in respect of the above mentioned company.

Signature & Stamp of the Authorised Bank Officer

Date :

Place:

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ATTACHMENT XII

FORMAT FOR NO CLAIM CERTIFICATE
(TO BE SUBMITTED ON THE LETTER HEAD OF PARTY)

We hereby confirm that with the release of Rs. (Rupees only) against order no(s). dated..... for (description of work), we shall have no further claim, including extra claim and liquidated damages on M/s MECON Limited and the aforesaid order shall stand closed from our end.

We confirm that we have complied with all provisions as per GST Act & Rules to enable M/s MECON Ltd. For GST input credit against our invoices. We further confirm that in case of denial of input credit for any irregularities from our end it will be paid by us to M/s MECON Ltd. We also confirm that this closure of order shall not absolve us from our responsibilities under the subject order and we shall continue to discharge responsibilities as provided under the terms & conditions of subject order.

We further confirm that in case of any liability against the order arises in future towards violation of any statutory requirement like PF of employees, minimum wages, statutory taxes and duties, legal notice etc. for works executed by us, we shall bear the same fully keeping M/s MECON Limited & indemnified against the same in all respects.

Dated :

Signed by
(Authorized Signatory)

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ATTACHMENT - XIII

FORMAT FOR BID SECURITY DECLARATION
(in Company's Letter head)

Date: DD/MM/YYYY

Tender Enquiry No.date.....

Bidder's Offer No.Dated.....

To,

MECON LIMITED,
RANCHI-834002.

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration in lieu of Earnest Money Deposit.

I/We* understand that if I/We* withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We* fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We* will be suspended for the period of six(6) months from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we* are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: [insert signature of person whose name and capacity are shown/ In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of : [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal (where appropriate)

***Please delete as appropriate**

(Signature of the Authorised Signatory)

(Official-Seal)

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ATTACHMENT - XIV

INTEGRITY PACT

Between

MECON Ltd., Ranchi hereinafter referred to as “**The Principal**”,

and

..... hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption i.e. corrupt/ fraudulent/ collusive/ coercive and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she

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is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s) / Contractor(s) will not enter with other Bidders 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 or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on the others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only as per the “Guidelines on Indian Agents of Foreign Suppliers”.
 - e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Purchaser is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Tenderer(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Purchaser is entitled also to exclude the Tenderer/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years and/or minimum of 2 bidding process and maximum of 6 bidding process.

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- 2) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may revoke the exclusion provided such corruption prevention system have been audited by an independent agency.

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any Public-Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Contractor(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s)/ Contractors(s) / Sub-contractors(s)

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

Section 8 - External Independent Monitor/ Monitors

- 1) The Principal has appointed External Independent Monitor for this Pact, whose name and address is given below:

Shri S.P. Rao, J 001, Nagarjuna Residency, Telecom Nagar, Gachiboli, Hyderabad-32

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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	MECON LIMITED A Government of India Enterprise	ई-मेल / Email	: ucil_proc@meconlimited.co.in
		वेबसाइट / Website	: http://www.meconlimited.co.in
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- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MECON.
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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- 6) The Monitor will submit a written report to the CMD, MECON within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the MECON Board.
- 8) If the Monitor has reported to the CMD, MECON, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, MECON has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of MECON.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance a jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(Office Seal) KUMAR

Place: Ranchi

Date: मेकॉन राँची-2

MECON, RANCHI-2

(For & On behalf of the Bidder/Contractor)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

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ATTACHMENT - XV

UNDERTAKING NOT TO GIVE ANY GIFT /INDUCEMENT IN CONNECTION WITH SECURING ANY FAVOUR IN DEALING WITH UCIL

Date:

To,

M/s. Uranium Corporation of India Ltd
PO Jaduguda Mines,
Distt -East Singhbhum
Jharkhand - 831 012

I / We am / are a Vendor / Customer of Uranium Corporation of India Ltd (now onwards to be referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with securing / being granted favour (s) in my / our dealings with the Corporate office of the company and / or its any field units.

To immediately report any gift and / or inducement sought by any employee of the Company granting favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature.....

Name.....

Title.....

Name of the Company and Address (with Seal).....

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		फोन / Phone	:	0651 – 248 3416
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ATTACHMENT - XVI

SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of _____, 20- - by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand 831 012, India (hereinafter called “UCIL”) on one part and _____, a company duly incorporated under _____, with its registered office _____ (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

- A. UCIL intends to purchase _____ from _____ (Name of the company).
- B. _____ (Name of the company) intends to produce _____ at their _____ project in _____ (Name of the place) and intend to sell the same to UCIL
- C. The parties, therefore, intend to enter into an MoU and subsequently an _____ agreement for the sale and purchase of _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term “Confidential Information” means:
 - (1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.
2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that :
 - (i) at the time of its disclosure hereunder is in the public domain,
 - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder (“Receiving party”) (but only after it is published or otherwise becomes part of the public domain),
 - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
 - (iv) was received by the Receiving Party after the time of disclosure by a party hereto (“Disclosing Party”) hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such

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		फोन / Phone	: 0651 – 248 3416
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Confidential Information, (ii) have been informed of the confidential nature there of and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of UCIL,(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.

5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.

8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

9. This Agreement shall be governed by and construed in accordance with Indian laws.

10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with UCIL and the duplicate with(name of the party).

1. For _____ Witness:
(Name)
1. _____
Designation (Name)
Designation
2. _____
(Name) Designation
Designation

2. For Uranium Corporation of India Ltd.
Witness :
(Name)
Designation
1. _____ (Name) /Designation
2. Name /designation

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ATTACHMENT - XVII

CHECKLIST

Sl. No.	Details of Documents	Submitted (Yes/ No)
1.	Covering letter with offer no. & date	
2.	Duly Signed & stamped copy of ITT	
3.	Duly Signed & stamped copy of Scope of Work/TS (Attachment - I)	
4.	Duly Signed & stamped copy of Draft Work order (Attachment - II)	
5.	Duly Signed & stamped copy of Special Conditions (Attachment - III)	
6.	Duly Signed & stamped copy of Declaration by Bidder for 'No Deviation' from terms & conditions of tender enquiry, in company's letter head (Attachment - IV)	
7.	Un-priced Price format Bidder to indicate HSN/SAC code (as applicable)& GST % in Un-priced Price	
8.	Duly Signed & stamped copy of Declaration by Bidder, in company's letter head (Attachment - VI)	
9.	Duly Signed & stamped copy of Declaration by Bidder regarding category of supplier as per latest Government of India guidelines for Make in India, in company's letter head (Attachment - VI (A))	
10.	Duly Signed & stamped copy of Proforma of Bank Guarantee for Security Deposit (Attachment - VII)	
11.	Duly filled, signed & stamped copy of Information regarding Bidder (Attachment - VIII)	
12.	Duly Signed & stamped copy of Information regarding Bidder regarding category of supplier as per latest Government of India guidelines for Make in India (Attachment - VIII (A))	
13.	Duly Signed & stamped copy of Guidelines of Reverse Auction (Attachment - IX)	
14.	Duly filled Signed & stamped copy of Details of Company Profile (Attachment - X)	
15.	Duly Signed & stamped copy of Proforma For RTGS (Attachment - XI)	
16.	Duly Signed & stamped copy of Format of No Claim Certificate (Attachment - XII)	
17.	Duly Signed & stamped copy of Declaration by Bidder on bid security, in company's letter head (Attachment - XIII)	
18.	Duly Signed & stamped copy of Integrity Pact (Attachment - XIV)	
19.	Duly Signed & stamped copy of Undertaking not to give any gift/inducement (Attachment - XV)	
20.	Duly Signed & stamped copy of Secrecy/Confidentiality Agreement (Attachment - XVI)	
21.	Documents required for PQC of the party as per clause no. 1.0 of ITT Bidders to ensure that FRN,MRN & UDIN as applicable is properly indicated in documents submitted.	
22.	Power of Attorney/ Authorization with the seal of the company of person signing the Tender document.	
23.	Whether supplier has indicated their status with respect to 'Class-I local supplier'/ 'Class-II local supplier' and provided self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier'.	