

TENDER DOCUMENT

OF

N.I.T.No: BGT/PERS/26/2016

FOR

Computer Training Classes for Surrounding literate youths of Bagjata Mines under CSR Program

URANIUM CORPORATION OF INDIA LIMITED

(A govt. Of India Enterprise)

CIN : U 12000 JH 1967 GOI 000806

P.O.: JADUGUDA MINES ,DT: EAST-SINGHBHUM
JHARKHAND – 832102

NOTICE INVITING TENDER No. BGT/PERS/26/2016

TENDER

FOR

**Computer Training Classes for Surrounding literate youths of
Bagjata Mines under CSR Program**

Tenders to be deposited in the Office of Manager (Pers.), Jaduguda on or before
04.04.2016 at 03:00 PM.

Tenders shall be opened in presence of Tenderers who may like to present at
03:30 PM on 04.04.2016 in the Office of Manager (Pers.), Jaduguda.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

CIN : U 12000 JH 1967 GOI 000806

NIT No: BGT/PERS/26/2016

Computer Training Classes for Surrounding literate youths of
Bagjata Mines under CSR Program

SPECIAL INSTRUCTIONS TO THE TENDERERS

Tenderers are requested to submit the technical part and price part separately and **price part in Triplicate (Filled in Original along with Two Xerox copies of the same)** and Tender document in a sealed envelope super scribing **NIT No: BGT/PERS/26/2016**, Name of work, Name of Tenderer , Technical part or Price Part and date of opening of Tender as advertised / notified.

The sealed envelope containing E.M.D. document and the envelop as described above should be kept / put inside a main cover envelope with proper superscription/ mentioned of **NIT No: BGT/PERS/26/2016**, due date of opening, name of work and address of the tenderer on the envelop / cover.

All the pages of Tender document should be duly signed along with seal of the Tenderer without which Tenders are likely to be rejected.

- N.B.: 1) Conditional tender may disqualify so tenderers are advise to quote their technical Part and price part separately as per the **NIT No: BGT/PERS/26/2016** condition only.
- 2) All Administrative/ Local problems will be sorted out by the Contractor independently.

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(A) Technical part

- I - Notice Inviting Tender
- II - Condition of Tendering
- III - General conditions of contract.
- IV - Special condition of Contract

(B)- Price part

URANIUM CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

P.O. : Jaduguda Mines,

Dist. : E. Singhbhum, Jharkhand, PIN : 832 102

No : UCIL/ BGT (PERS)/2016

12th, March , 2016

N.I.T. No : BGT/PERS/26/2016

Limited tenders are invited (in Triplicate) from the institutes which are having experience in doing computer training classes for the last three years i.e till 31st of December ,2015 with one work value of rupees not less than 1.6 lakh or two work value of rupees 01 lakh.

Name of work	Computer Training Classes for Surrounding literate youths of Bagjata Mines under CSR Program
Estimated Value of work	Rs. 2,00,000.00
Period of contract	Three Months
No of Batches	Four
Duration of Each Batch	Three Months (Minimum 60 days classes per Batch)
Cost of tender document	Rs. 350.00
EMD to be deposited with tender	Rs. 4000.00
Last date for submission of tender document	04-04-2016 up to 3.00 p.m.
Date and time of opening of technical part and Price Part	04-04-2016 at 3.30 p.m.

This N.I.T and Tender document shall be downloaded from our website: www.ucil.gov.in. The down loaded Tender Document shall be accepted and the cost of Tender Document shall be paid by the tenderers in form of demand draft drawn on S.B.I, Jaduguda, in favour of Uranium Corporation Of India Limited, Jaduguda. The same draft shall be submitted along with the Tender. Fax or e-mail tenders will not be entertained.

The submitted Tender Document must be accompanied with credentials and Work Orders of the similar works. Without submission of requisite documents mentioned in N.I.T., the Tender will not be considered /accepted without prejudice. Tender received without EMD will be summarily rejected. Conditional tender may disqualify so tenderers are advised to quote price as per **NIT No: BGT/PERS/26/2016** conditions only.

Sealed Tenders will be received at the office of G.M.(Pers.)-IRs Jaduguda till stipulated date and time and will be opened on that mentioned date at **3.30 p.m** at Jaduguda by Chairman and Managing Director or his representative in presence of tenderers who may like to be present.

The successful tenderer shall have complied with provision of contract Labour (Regulation & Abolition) Act. 1970 and rule appended there under if applicable to him. The Corporation reserves the right to accept or reject or cancel any or all tender either in full or part thereof or to split-up the work, if necessary without assigning any reasons whatsoever.

**For Chairman & Managing Director,
Uranium Corporation of India Limited**

Distribution:

G.M.(Pers.)-IRs/DGM (Mines)/Company Secretary/Mine Manager(Bagjata)
Time Office-(BGT- Mines / JAD-Mines /JAD-Mill / BTN/NWP/TMD/MDH)
New A.D .Building /Old A.D. Building /Site Office(Mill) /Estate Office (Jad)

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

CIN : U 12000 JH 1967 GOI 000806

N.I.T.No. : BGT/PERS/26/2016

Computer Training Classes for Surrounding literate youths of Bagjata Mines under CSR Program

1. 00.00 PREPARATION OF TENDER

1. 01.00 Tenderer to study

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

1.01.02 It shall be the responsibility of the Tenderer to request for any missing document or information. In absence of any such request, the Tenderer will be deemed to have received and read all documents.

1.01.03 The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document. Should there be any discrepancy in, or any doubt, or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer. The Tenderer must set forth in writing such discrepancy, doubt or obscurity, and submit the same in duplicate to the Purchaser (Attn: the Officer of the Purchaser issuing the NIT) so as to reach them two days in advance before date of tender opening mentioned in the NIT for such purpose. The elucidation given by the Purchaser shall be final and binding on the Tenderers.

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

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

1.01.06 The tender shall contain firm price for the work.

1.02.00 Language

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

1.03.00 **Canvassing Prohibited**

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

1.04.00 **Misinformation**

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

1.05.0 **Documents not transferable**

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

1.06.00 **Not more than one tender**

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

1.07.00 **Tender document property of the Purchaser**

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

1.08.00 **Tenderer to bear expenses**

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

2.00.00 **SUBMISSION OF TENDER**

2.01.00 Tenders shall be open on date specified in N.I.T.

2.01.01 **List of documents to be submitted**

- a) Tenderer's covering letter.
- b) Document showing deposit of Earnest Money in original.
- c) Filled in Questionnaires duly signed.
- d) Signed NIT tender documents i.e. all tender papers which comprise the following shall be signed and returned with the original copy of tender.
 - Notice inviting Tender
 - General information
 - Conditions of Tendering
 - General conditions of contract
 - Special conditions of contract

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

2.02.00 **Tenders to be unambiguous**

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

2.03.00 **All pages to be signed**

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

2.04.00 **Tenderer's identity**

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

2.05.00 **Authorization**

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

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

In the event of the tender being submitted by Indian agent on behalf of his foreign principal, in addition to above document, the letter or agreement of authorization clearly indicating the status extent and validity of authorization from foreign principal shall be submitted along with the tender. A confirmation in the form of division of responsibility covering the various activities required to be undertaken for execution of the contract shall be enclosed.

2.06.00 **Delivery of tender**

The completed tender(Technical as well as price part) with all its accompaniments shall be deposited in the tender box kept at the office of General Manager(Per.)-IRs, UCIL, Jadugoda.

3.00.0 Qualification of Tendere : As stipulated in the **NIT No.: BGT/PERS/26/2016**

4.00.00 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the Purchaser for a period of Three(3) months from the date the tenders are opened, during which period the tenderer shall not withdraw his offer or amend, impair or derogate there from. If the tender submitted does not contain all the relevant information or needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification, the aforesaid validity period of Three months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete.

Every Tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the Purchaser in terms hereof, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of three (3) months that his tender has been accepted, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser until a written contract has been executed in place of such agreement.

The tenderer whose tender has been accepted and so notified shall become the "Successful Tenderer"

5.00.0 EARNEST MONEY

5.01.00 Earnest money as per Notice Inviting tender shall be deposited unless otherwise instructed to the contrary in the following ways :-

Acceptable mode of payment of Earnest Money Deposit:

a). Requisite amount of E.M.D. should be submitted in the form of Deposit at Call or TDR or Fixed Deposit issued by S.B.I.,Jaduguda / Hartopa or Punjab National Bank , Jamshedpur or any Nationalized Bank duly pledged in favour of Uranium Corporation of India Ltd., payable at SBI , Jaduguda. Amount may also be submitted by Demand Draft/Bank Draft payable at SBI, Jaduguda or PNB, Jamshedpur if so desired by the tenderer.

- Note:**
- i) Tender without requisite earnest money at the time of submission is liable to be rejected.**
 - ii) Failure of successful tenderer to carryout the tender work shall entail forfeited of E.M.D. and Security Deposit entirely.**
 - iii) Cash/Cheque shall not be accepted as EMD or Security Deposit**

5.02.00 Uranium Corporation of India Ltd. will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from Addl. Manager(Pers) Jaduguda Mines.

5.03.00 Upon acceptance of the tender, Earnest Money shall be treated as part of the Security deposit. Failure of successful tenderer to carry out the tender work shall entail forfeiture of E.M.D. & Security Deposit entirely.

6.00.00 The tenderer shall submit the tender which satisfied each and every condition laid down in the notice, failing which the tender will be liable to be rejected.

7.00.00 The Corporation reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at quoted rates.

8.00.00 Tender without requisite earnest money at the time of submission is liable to be rejected.

9.00.0 **SERVICE TAX**

9.01.0

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

10.00.00 **AWARD OF CONTRACT**

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

11.00.00 **TIME FOR COMPLETION**

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

12.00.00 **OPENING OF TENDER**

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

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

13.00.00 **SECRECY**

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

URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

CIN : U 12000 JH 1967 GOI 000806

P.O.- JADUGUDA MINES – 832 102

DIST. SINGHBHUM (EAST) –JHARKHAND

INTERPRETATION AND DEFINITIONS

Singular and Plural

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Headings and Marginal Notes to Conditions

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

Definition

3. (a). Office at Jaduguda Mines, post office and Town – Jaduguda Mines- 832 102, in the State of Jharkhand and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
(b). The ‘Accepting Authority’ shall mean the authority mentioned in Schedule ‘F’.
(c). The ‘Contractor’ Shall mean the individual or firm or company whether incorporated or not , undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company .
(d). A ‘Day’ shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day ‘Officer -in-charge’ shall mean the Officer appointed by the undertaking or his duly authorized representative who shall direct, supervise and be-in charge of the works for purpose of this contract.
(e). ‘Excepted Risks’ are risks due to riots (otherwise than among Contractor’s Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
(f). The ‘Site shall mean the lands and/or other places on, under in or through which the work is to be executed under the Contract including any the lands of places which may be allotted by the Corporation’s or used for the purposes of the contract.
(g). ‘Urgent Works’ shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.
(h). A ‘Week’ shall mean seven days without regard to the number of hours worked any day in that week.

- (i). The 'Work ' shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

SCOPE AND PERFORMANCE

Contract Documents

4. The Contractor shall be furnished, free of charge, two certified true copy of the contract Documents except standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the Site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representative or by other inspecting Officer.
- 4.1 None of these documents shall be used by the Contractor for any purpose other than that of this contract.
- 4.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

Security deposit

- The Contractor shall permit the Corporation at the time or making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 10% on the gross amount of bill till the sums and deducted amount to the figure shown in 9 (c)of Schedule-F.
- 5.1 All compensation or other sums of money payable by the contractor under the. Terms of this Contract or any other contract or any other account whatsoever maybe deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason o any such deduction or sale as aforesaid the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- 5.2 **Refund of Security Deposit:** One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been Completed as per Condition 31 hereof etc. On expiry of the Defects liability period (referred to in Condition 33 hereof) or on Payment of the amount of the final Bill payable in accordance with Condition 49,whichever is later, the Engineer-in-charge shall, on demand from the Contractor refund to him the remaining portion of the Security Deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

Employing of Instructor

- 6 The contractor shall pay to Instructor employed by him wages not less than fair/minimum wages as defined in the contract labour (Regulation & Abolition) Act'1970 and Rules made there under.
- 6.1 The contractor shall in respect of Teachers employed by him comply with or cause to be complied with the contract labour (Regulation & Abolition) Act'1970, and Rules made there under in regard to all matters provided therein.
- 6.2 The contractor shall comply with the provisions of the payment of wages Act, 1938, workmen's Compensation Act'1923, Industrial dispute Act'1947, Maternity Benefit Act1961 and Mines Act'1952, E.P.F. & M.P.Act'1952 or any other law relating thereto and rules made there.
- 6.3 The contractor shall be liable to pay his contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of " the employees state Insurance Act'1945" as amended from time to time and as applicable in this case. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 6.4. The Officer-in-charge shall on a report having been made by an Inspecting staff as defined under the contract labour (Regulation & Abolition) Act'1970 and Rules made there under have to power to deduct the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a staff by reason of non-fulfillment of the conditions of the contract for the benefit of staffs, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or nonobservance of the said Act.
- 6.5 The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act'1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 6.6 In the event of the contractor committing a default or breach of any of the provisions of aforesaid Acts and rules made there under/amended from time to time or furnishing any information or submitting or filling any from/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the contractor shall without prejudice pay to the corporation a sum not exceeding liabilities for such defaults including liquidated damages etc, for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the labour department and the contractor should indemnify the Corporation against all such liabilities.

Compliances of Labour Welfare

7. The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare as provided under the rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Officer-in-charge shall be entitled to do so and recover the cost thereof from the contractor. Failure to comply with model rules for labour welfare, Safety code or the provisions relating to report on accidents and to grant maternity benefits to female workers shall make the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Officer-in-charge in such matters based on reports from the Inspecting Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

8. The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Officer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be indicated by the Officer-in-charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor :-
- (i) that he shall pay a nominal license fee of Re. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him;
 - (ii) that such use or occupation shall not confer any right of tenancy of the land to the contractor;
 - (iii) that the contractor shall be liable to vacate the land on demand by the Officer-in-charge;
 - (iv) that the contractor shall have no right to any construction over this land without the written permission of the engineer-in-charge. In case he is allowed to construct any structure, he shall have to demolish and clear the same before handing over the completed work unless agreed to the contractor.
9. The Contractor shall provide, if necessary or if required on the site, all temporary access, there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the engineer-in-charge and make good all damage done to the site.
10. The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owner, tenants or the Corporation and shall be disposed of as the Engineer-in-charge.

Compliances of Labour Laws

11. The contractor has to follow strictly the Government Labour Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Labour 's security Insurance, will have to be made by the contractor at his own cost.

Duties and Powers of Officer-in-Charge's Representative.

12. The duties of the Representative of the Officer-in-charge, are to watch and supervise the works and to test and examine works. He shall have no authority to order any work involving any extra payment **by the Corporation or to make any variation in the works.**
13. The Officer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Officer-in-charge and shall furnish to the contractor copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Officer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the corporation as though it had been given by the Engineer-in-charge.
14. Failure of the Representative of the Officer-in-charge to disapprove any work shall not prejudice the power of the Officer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

15. If the contractor shall be dis-satisfied with any decision of the Representative of the Officer-in-charge he shall be entitled to refer matter to the Officer-in-charge who shall thereupon confirm, reverse or very such decision.

Completion Certificate.

16. As soon as the work is completed, the contractor shall give notice of such completion the Officer-in-charge and within ten days of receipt of such notice, Officer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the contractor and /or (c) items for which payment shall be made at reduced rates.
17. The amount of compensation may be adjusted or set of against any sum payable to the Contractor under this or any other contract with the Corporation..

Termination of Contract for Death

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

Cancellation of Contract in full or part.

19. If the Contractor:

- (a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Officer-in-charge : or
- (b) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-charge :: or
- (c) Ails to complete the works or items of work with individual dates of completion, and does not complete them whiten the period specified in a notice given in writing in that behalf by the Officer-in-charge.
- (d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- (e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge; or
- (f) Shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering ; or
- (g) Being an individual, or if a firm, any partner thereof , shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him of shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his or editor

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

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

- 20. On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any , is recoverable from the Contractor for completion of the works or part of the works or in case the woks or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
- 21. Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 22. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Officer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

Liability for Damage, Defects or Imperfections and Rectification thereof Urgent Works

Change in Constitution

- 23. Where the Contractor partnership fir, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Condition 41(j) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 41.

Payment of Account

- 24. Payment on account for amount admissible shall be made on the Officer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting there from the accounts already paid, the security deposit and such other amounts as may be

deductible or recoverable in terms of the Contract. Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Officer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are accordance with the contract.

25. Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

Time Limit for payment of final Bill

26. The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

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

Overpayments and Underpayments

27. Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit ; or he shall pay the claim.
28. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed for this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
29. If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered , the amount shall be duly paid to the Contractor by the Corporation.
30. Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
31. Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other contract or account whatsoever.

A R B I T R A T I O N A N D L A W

Arbitration

32. Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director of Uranium Corporation of India limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman and Managing, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of Arbitrator shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all parties to this contract.

Law governing the Contract

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

34. No escalation shall be payable under this contract.

35. There is no defect liability period in this contract.

36. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by corporation towards teachers for this work.
37. Contractor should adjust the local labour to engage for execution of this work and to deal with all Administrative/ local problems at their own cost.
38. In case payment of Teacher engaged for this work, has not been made on stipulated payment day, Corporation shall compel the contractor to stop the work and necessary action will be taken.
39. Necessary workmen insurance coverage for1 (**one Nos. of teachers**) shall be obtained by the contractor for this work at his own cost for the entire period of the contract and shall be furnished to the corporation before commencement of the work.
40. No deviation in tender condition shall be applicable. No condition will be accepted in tender
41. The works have to be carried out as per the provision of Mines Act -1952 Metalliferous Mine Regulations. 1961, Mines Rules- 1955, Indian Electricity Act and Rules and AERB.
42. Sunday will be weekly rest day. On emergency basis rest day will be changed as per instruction of Engineer-in-charge.
43. **Guidelines for engaging contract Labour :**
 - a. All the contract workers engaged for more than two weeks need security clearance from the local police. They are supposed to be in possession of police verification certificate and have to produce it on demand during the period of their contract agreement.
 - b. The contract labour apart from displaying the passes issued to them need to be provided different colour bands for working for different zones which may be fastened on their arms for early identification.

URANIUM CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

P.O. : Jaduguda Mines, Dt. : E. Singhbhum, Jharkhand, PIN : 832 102,

CIN : U 12000 JH 1967 GOI 000806

N.I.T.No: BGT/PERS/26/2016

(B) Price Part

**Computer Training Classes for Surrounding literate youths of
Bagjata Mines under CSR Program**

FOLLOWING DOCUMENTS NEED TO SUBMIT BY THE AWAREDED PARTY ALONG WITH BILL:

- (1). Xerox copy of monthly attendance register
- (2). Xerox copy Teacher attendance register
- (3). Month wise syllabus completion report
- (4). Month wise test (written and viva) report

SCHEDULE FOR THE CONTRACT

Sl.No.	Features	Description
1.	Batch Capacity	20 Students per batch
2.	Course Duration	Three months duration
3.	Classes	Minimum 60 days classes per batch
4.	Class Duration	02 Hours per class
5.	Frequency of Classes	05 Days in a week
6.	Minimum Hours allocated for theory	60 Hours
7.	Minimum Hours allocated for practical	60 Hours
8.	Course Structure	As per the Syllabus (Annexed-“A”)
9.	Book/Study Material	Rapidex computer course as a book and oxford dictionary printed with UCIL to each student & Classmate ITC notebook shall be provide by the party on the inauguration day
10.	No. of Batches	40 Batches
11.	Computer and Student ratio	Computer and Student ratio shall be 1:2
12.	Sitting arrangement for students and computer table	Sitting arrangement for students and computer table shall be provided by the party
13.	Certificate to the students	Certificate shall be distributed among the students by the institute after completion of training program
14.	Training place	School Students with in the radius of 5 km from Bagjata Mines. UCIL Will Provide the Coaching Place. Responsibilities and risks shall be borne by the party.
15.	Electrical equipment like stabilizer or wiring if required	The party will provide electrical equipment like stabilizer or wiring if required.
16.	Selection method of Students	Either conducting written examination or Selection on nomination basis as recommended by the village or Panchayat representatives of nearby Panchayat
17.	Counselling of Parents of selected students	Counselling of Parents of selected students will be done jointly by the party and the management representative before commencing of Class
18.	Instructor qualification	Diploma in Computer Application/BCA /B.Sc (Computer Science) and having teaching experience
19.	No of Instructor	As per the requirements
20.	Internet Facility	For learning, internet facility has to be provided by the party

Quoted Amount:

Sl. no	Job Descriptions	Quoted amount in Rupees (In figure as well as in words)
01	Four Batches (04), each batch consist of 20 students	

Course Detail for Computer Training Classes

<u>1.0</u>	FUNDAMENTAL OF COMPUTERS
	History of computers, Computers generation, application of computers, definition of computer, characteristics of computer – speed, accuracy, memory, diligence, automation; block diagram of a computer – CPU, input unit; computer types-analog, digital, and hybrid; classification of computer – micro, mini, mainframe and super computers; general idea about PCs.
<u>1.1</u>	HARDWARE
	Meanings of bit, byte, word, kilobyte, megabyte, giga byte, tera byte, semiconductor memory – definition and purpose of RAM, ROM, EPROM, EEPROM – typical Ram capabilities in personal computers; floppy disks – usage, size (5.25”, 3.5”) and capacities, organization of floppy disks – tracks, sectors, index hole, write protect notch; hard disks-sides, cylinders, heads, sectors, CD-ROM drive –usage, capacities and organization; peripheral devices, laser printers, ink-jet printers, plotters.
<u>1.2</u>	INTRODUCTION TO SOFTWARE AND OPERATING SYSTEM
	Introduction languages and Packages, Definition; mode of operation – batch, online, time sharing; PC operating systems-Dos, UNIX and WINDOWS.
<u>2.0</u>	WINDOWS :
	Introduction; GUI, functions of Windows, basic organization of windows screens – Windows, Icons, task bar, desktop; Windows elements – control menu box, title bar, maximize button, minimize button and restore button, workspace, windows borders and window organization list of programs available in START menu, usage of those programs: operation Windows; starting a program; exit a program; using accessories – starting and using notepad, word pad and paint (type and edit text in a document, insert pictures in a document, format text in a document, save and print a document, draw pictures in a document for format text in a document, save and print a document, draw pictures using paint), Windows explorer – opening and closing a file, copying, moving, deleting files and folders, creating and renaming files and folders; recycle bin concepts; configuring the windows OS with option in the control panel, adding printers and printer settings starting the Windows in different modes; working with short cut keys; scanning the hard disk and defragmenting the hard disk; using the Anti Virus software taking backups and retrieving them.
<u>3.0</u>	MS-OFFICE
<u>3.1</u>	WORD PROCESSING (MS – WORD)
	Introduction to MS office, definition of word processing – application of word processing, basic concepts of word processing; introduction to MS-WORD, document - starting new, opening, entering, inserting, deleting, saving and exiting MS – WORD; elements of Word screen – menu bar, formatting tool bar, rules, title bar, status bar and scroll bar; editing documents – selecting the text, deleting, undo features, moving and copying, using cut, copy, paste, searching text and replacing, spell check; print formatting, use of macros – using different fonts, bold, italic, underline, changing cases; text formatting – page numbering, headers, footers, page margins, paper size orientation, page preview and merge printing
<u>3.1</u>	SPREAD SHEET (MS – EXCEL)
	Worksheet basics, data entry in cells – entry of numbers, text and formula; moving data in a worksheets, moving around in a worksheet, selecting data range, using the interface (toolbar, menus), editing basics, working with work books, saving and quitting cell referencing, formatting and calculation, working with formula, efficient data display with data formatting, working with graphs and charts, database management – finding records with data form, adding / deleting records.

<u>3.2</u>	DATA BASE HANDLING (MS – ACCESS)
	Understanding the Four Main Database Objects, Gathering Data into a Database, Accessing Information from an Access Database, Maintaining and Presenting Data, Using Advanced Tables and Queries, Querying Databases, Creating Business Info , Creating Action Queries and Adv. Relationships, Working with Advanced Forms and Reports, Creating Customized Reports, Developing Navigation Forms and User Interface, Creating a Refined User Experience, Implementing Your Database / Normalizing a Database
<u>3.3</u>	PRESENTATION – (MS POWER POINT)
	MS PowerPoint: Introduction, PowerPoint elements -templates, wizards, views, colour schemes. PowerPoint menus options, sub-options, preparing presentation using different tools, working with drawing, templates, dialog boxes, building slides and slide shows.
<u>4.0</u>	Business Handling Through : Tally – 7.2
	Accounting Fundamental, Creating the ledger Account, Alteration of Ledger Account, Multiple Ledger Creation, Balance Sheet, Accounting with Tally using Inventory, Creating Stock Group, Creating Stock categories, Creating Units of Measures, Creating Stock Item, Entering Opening Stock Qty & Amount, Tally Voucher (Accounting & Inventory), Creating new Voucher Type, Introduction to VAT, VAT Classification ,Creating Purchase Ledger, Creating Sales Ledger, Creating Tax Ledger Input VAT @ 12.5 %,Creating Tax Ledger Output VAT @ 4%, Accounting Voucher in Tally (as voucher format), Accounting Voucher in Tally (as invoice format), Inventory Voucher & Tracking Number, Bill- Wise Details, Cost Centres, Cost Categories, Bank Reconciliation, Order Processing, Batch wise details, Price List, Bill of Material, Manufacturing Journals, Zero value entries in vouchers, Budget & Control (credit limit).
<u>5.0</u>	INTERNET
	<p>Concepts: Internet, internet and Intranet differences among them</p> <p>About Internet and Its Working, Business use of Internet, Services Offered by Internet, Evolution of Internet, Internet Service Provider (ISP), Windows Environment for Dial Up Networking (Connecting to internet).</p> <p>Email: Basic Introduction, Advantages and Disadvantage, Structure of an E-Mail Message, Working of E-Mail (sending & receiving messages), Managing Email (creating new folders, deleting messages, forwarding messages, filtering messages), Configuration of Outlook Express.</p> <p>Introduction to the Functionality of Web Browsers: Internet Explorer, Netscape Navigator Concept of WWW, surfing through web sites. Web Browsing (opening, viewing, saving a web page and book mark). Searching and downloading of different sites and software.</p>