

INSTALLATION, OPERATIONS AND MAINTENANCE OF MOBILE /TELECOM TOWER AT UCIL TUMMALAPALLE UNIT

### URANIUM CORPORATION OF INDIA LIMITED (A Govt. of India Enterprise) <u>TUMMALAPALLE UNIT</u>

PO: Mabbuchintalapalle, Mandal: Vemula, Dist: YSR DISTRICT – 516349 A.P.

Head Office :

P.O.Jaduguda Mines, Dist. Singhbhum (East) JHARKHAND – 832 102.

### **EXPRESSION OF INTEREST (EOI)**

### FOR

# INSTALLATION, OPERATIONS AND MAINTENANCE OF MOBILE /TELECOM TOWER AT UCIL TUMMALAPALLE UNIT

### EOI No.: UCIL/TMPL/EOI/PERS - 001

Dated: 22.12.2023



INSTALLATION, OPERATIONS AND MAINTENANCE OF MOBILE /TELECOM TOWER AT UCIL TUMMALAPALLE UNIT

### URANIUM CORPORATION OF INDIA LIMITED - TUMMALAPALLE UNIT

EOI No.	UCIL/TMPL/EOI/PERS/001 Dated 22.12.2023
Name of Work / Service	Installation, Operations and Maintenance of Mobile /Telecom Tower at UCIL, Tummalapalle Unit
Location	UCIL – Tummalapalle Unit
Last date & time of receipt of EOIs	26.01.2024 up to 15.00 hrs.
Place of submission of Tender	UCIL – Tummalapalle Personnel Office
Security Deposit(towards electricity charges): Should be enclosed with the EOI	Rs.2,68,570.00
EMD amount	Nil
Date & Time of opening of Technical Bid of EOI	26.01.2024 at 15.30 hrs.
Place of opening of EOIs	UCIL – Tummalapalle Personnel Office(Admin Building)
Website for downloading of EOI document	https://www.ucil.gov.in



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### **<u>1.</u>** UCIL Profile:

Uranium Corporation of India Limited was incorporated on 4th October 1967. It is a Public Sector Enterprise under the Department of Atomic Energy with a special standing at the forefront of Nuclear Power cycle. Fulfilling the requirement of uranium for the Pressurised Heavy Water Reactors, UCIL plays a very significant role in nuclear power generation of the country. UCIL is an ISO 9001:2015, 14001:2015 & IS 18001:2007 company and has adopted modern technologies for its mines and process plants. The Company operates six underground mines (Bagjata, Jaduguda, Bhatin, Narwapahar, Turamdih and Mohuldih) and one open pit mine (Banduhurang) in the State of Jharkhand. Ore produced from these mines are processed in two process plants located at Jaduguda and Turamdih. UCIL is also operating one underground mine and process plant at Tummalapalle in Andhra Pradesh. The Company has taken up expansion of some of its operations in Jharkhand and started pre-project activities to set up new mines and plants in different parts of the country namely – Gogi in Karnatka, Lambapur in Telengana and KP M in Meghalaya.

UCIL is operating a uranium ore processing plant at Tummalapalle, which is around 15KM from Pulivendula. Presently it is running at 3000 TPD capacity and Commissioning activities of 3000TPD more capacity are under planning.

UCIL is interested to invite EOI to provide better and unfaltering mobile telecom network. Hence allow the installation of a few mobile/telecom towers on the open land. Accordingly, sealed Expression of Interest (here after referred as EOI) is invited on behalf of UCIL Tummalapalle from the interested parties for installing such mobile/telecom towers in the plant site.

The Mobile/Telecom Towers are presently proposed at UCIL Tummalapalle plant site.

- The EOI document is available on website <u>https://www.ucil.gov.in</u> from where it can be downloaded. The prescribed EOI form duly filled by the applicant in all respects should be delivered duly sealed to UCIL Tummalapalle Unit latest by 26<sup>th</sup> January, 2024 up to 15:00 hrs as address to Manager(Pers.), Tummalapalle Unit, Uranium Corporation of India Limited, PO: Mabbuchintalapalle, Mandal: Vemula, Dist: YSR DISTRICT(Kadapa), 516349, A.P.
- 1. The EOIs will be opened on the date, time and venue as mentioned in this document in the presence of the designated Committee of UCIL Tummalapalle and the authorized representative(s), if any, of the parties submitting the EOI.
- 2. The EOI document consists of the guidelines for submitting the EOI and draft agreement including the General Terms & Conditions.
- 3. The UCIL Tummalapalle reserves the right to accept/reject any or all EOIs without assigning any reasons, whatsoever.

### **GUIDELINES, INSTRUCTIONS AND INFORMATION FOR SUBMISSION OF THE EOI**

### GENERAL TERMS AND CONDITIONS:

1. The EOI is for inviting bids for installation, operations and maintenance of the Mobile/Telecom Towers at



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### UCIL Tummalapalle Site.

- 2. The Mobile/Telecom Tower which is proposed to be setup/installed at above mentioned place and the firm whose EOI has been finally accepted, shall be liable to provide and arrange for round the clock maintenance and uninterrupted operation of the tower.
- 3. The parties intending to submit the EOI are advised to go through the entire document thoroughly before submitting the EOI. The detailed terms and conditions of the contract to be entered into and signed by the respective parties after acceptance of the EOI of the successful party are stipulated in this EOI document.
- 4. The EOI must be submitted in the duly downloaded form of document only. The EOI submitted in any other format and/or with any alteration or modification would be summarily rejected.
- 5. Each and every page of the EOI must be signed by the competent person duly authorized by the firm.
- 6. Any overwriting or cutting in the EOI document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reasons, the same must be duly attested by the person signing the EOI document.
- 7. **Conditional EOIs** shall not be accepted and it will be not considered for technical evaluation.
- 8. The person submitting the EOI should also give his/her full permanent as well as temporary address in Annexure 1 and should also furnish/attach proof there of.
- 9. The Firm whose EOI is accepted, shall be liable to submit a Rs.100/- non- judicial stamp paper at its own cost to the Personnel Office of TMPL Unit for preparing the contract agreement to be signed by the both the parties.

10. Any term or condition of the EOI document may be changed by notifying the same on the website before the closing date for submission of EOIs. However, in case of any such change being affected, the date/time for submission of EOIs would be adequately enhanced to enable the interested parties taking into account the necessary changes, if deemed necessary. As such, all the parties interested in submitting the EOIs should keep watching the website in this regard.

### PQC(Eligibility Criteria- Appendix-A):

- 11. The firm submitting the EOI must have Mobile service provider or any agency contracted by them for mobile tower installation and maintenance and having minimum 03 years' experience in the business of running Mobile/Telecom tower services/installation.
- 12. The firm submitting the EOI must have installed at least **05** (Five) towers in India during last 7 years (in cumulative) and the corresponding purchase/work order copies to be submitted.
- 13. The firm submitting the EOI must confirm that they can be able to provide the services of 2G,3G,4G & 5G (or) higher.
- 14. The firm must submit its PAN Number and GST/GSTN number.
- 15. The firm submitting the EOI should enclose a valid license certificate in the filed of Mobile/Telecom Tower services/installation.



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16. The firm submitting the EOI should have no litigation, whatsoever, pending with any establishment/Govt. regarding its business. However, in case of any litigation existing as such, the details thereof must be submitted along with the EOI document.

### Documents to be attached with the EOI (Appendix-B):

- 17. The firm submitting the EOI and copies/self-attested copies of the following documents along with the EOI. Any EOI not accompanied by any of such documents would be liable for rejection. All the documents should be attached mentioning the details thereof in a separate sheet.
  - (a) Income Tax Registration Certificate/PAN No.
  - (b) Copy of Partnership Deed besides the Power of Attorney (in case of a Partnership firm) or copy of memorandum and articles of association along with the resolution of the Board (in case of a Company).
  - (c) Firm/Company Registration Certificate.
  - (d) GST/GSTN Registration Certificate/No.
  - (e) Proof of experience.
  - (f) Approval from appropriate Government/Authority for Installing Mobile/Telecom Tower.
  - (g) Proof of satisfactory performance of already installed towers.
  - (h) Other Statutory Registrations/Licenses, if any.
  - (i) Details / particulars of the firm submitting the EOI in Annexure-1.
  - (j) Total no. of towers already installed and functioning overall in India.
  - (k) Address proof / Aadhaar Card of person signing the EOI.
  - (I) Other documents as may be deemed necessary and required under any other provision of the EOI document and not mentioned herein above.

### Submission of EOI:

- 18. The EOI shall be submitted in single part i.e. only (i) **Technical bid and** in the following manner:
  - (i) **Technical Bid:** Technical bid shall consist of entire EOI document i.e. Appendix-A and Appendix-B along with all supporting documents to be attached in Annexure-A. The technical bid shall be submitted in a sealed envelope, superscripted "TECHNICAL BID". Also mention the name of the work / service for the EOI submitted.
- The sealed envelope (Technical bid) should be super scribed "The EOI is for inviting bids for installation, operations and maintenance of the Mobile/Telecom Towers at UCIL Tummalapalle Site" and address to(Place of submission of EOI) Manager(Pers.), Tummalapalle Unit, Uranium Corporation of India Limited, PO: Mabbuchintalapalle, Mandal: Vemula, Dist: YSR DISTRICT(Kadapa), 516349, A.P.
- 20. The EOI must be submitted in sealed envelopes by **15:00 hrs of 26<sup>th</sup> January 2024** at the latest. Any EOI received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse etc., shall be entertained.
- 21. The EOI shall remain valid for six months from the date of its submission. After submission of the EOI, it shall be deemed that the firm has undertaken to keep its EOI open for acceptance for the entire period of



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180 days and will have no right to withdraw the same before expiry of the said period.

### **Opening of EOIs:**

22. Technical bid will be opened on the date, time and venue as mentioned in this document in the presence of designated committee of the UCIL Tummalapalle and authorized representative(s), if any, of the respective parties (not compulsory). There is no provision of price bid of this EOI. All the technically qualified parties/party will award the contract.

#### Acceptance/non-acceptance of EOIs:

- 23. The EOIs that do not fulfill any of the above conditions are incomplete in any respect of EOI would be liable to be rejected.
- 24. The UCIL Tummalapalle reserves the right to accept or reject any or all EOIs without assigning any reasons thereof and the party submitting EOI shall have no right, whatsoever, to challenge the same.

### Award and Signing of the Contract:

- 25. The UCIL Tummalapalle would provide the open land at free of cost for installation of the tower.
- 26. UCIL will allow all the party/parties whoever will qualify the technical part.

Signature on behalf of the Firm\_\_\_\_\_

Full name of the Signatory\_\_\_\_\_

Full Address & Telephone/Mobile No.\_\_\_\_\_

Seal \_\_\_\_\_

### Terms and conditions of the contract

### Scope of Contract:

- 1. The scope of contract comprises of installation of Mobile/Telecom Tower and operating it to enable round the clock availability uninterrupted mobile telephonic network besides other facilities as may be incidental to.
- 2. The scope of contract also includes the necessary manning of the sites by the contractor with full costs to be borne by the contractor itself.
- 3. Land for the tower installation will be provided by UCIL at free of the cost to the awarded party/parties.
- 4. The duration of contract will be for FIFTEEN YEARS from the date of signing of the contract and it may be renewed further period of Ten years subject to the satisfactory performance of the party.



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- 5. Note: With regard to the extension of contract period, decision of UCIL Management is final.
- 6. Electricity will be provided by UCIL at actual cost and but awarded party or parties will arrange their own arrangement for connection, installation and commission of it. Awarded party will pay the actual cost of electricity to UCIL on or before 10<sup>th</sup> of every forthcoming month.
- 7. Bidders must keep an energy meter before utilizing of power supply from the source available @ UCIL premises.
- 8. Power consumption/bill generation will be done monthly basis against recorded metering and payment shall be made to UCIL-TMPL account.
- 9. The adequacy of security deposit will be collected by the bidder based on APSPDCL/APTRANSCO guide lines/rules of APSEB.
- 10. The tariff will be (per unit) decided based on derived rate on the main service connection no. CDP.No.232
- 11. Emergency power supply will be catered by the party only.

### Assignment & Subletting:

- 12. The UCIL Tummalapalle shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of telecom tower to provide telephone service network and in default thereof, shall beliable for cancellation/termination of allotment. Sharing of infrastructure with second and more telecom operators without prior permission of the UCIL Tummalapalle will be considered as a breach of contract. If found so, theUCIL Tummalapalle shall at its discretion, have the right to cancel the allotment of site and all amounts against the site will be forfeited or otherwise impose penalty up to an equal amount of the Security Deposit.
- 13. If the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf and the said amount will be deducted from the security deposit of the party.
- 14. Non-payment the electricity charges within time shall be deemed tobe a serious breach of the contract and may lead to termination of the contract at the discretion of the UCIL Tummalapalle Unit.
- 15. The contractor shall use the premises ONLY for which it has been given by the UCIL Tummalapalle under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
- 16. The contractor shall in writing, intimate the UCIL Tummalapalle the name, designation and address besides the contactno. of the competent person to whom, routine correspondence would be addressed by the UCIL Tummalapalle Unit.
- 17. Description and boundaries and total area in square meter of the respective land areas/premises hereby granted shall be communicated to the contractor in due course and the communication regarding this measurement of the land areas shall also be deemed to be an integral part of this agreement.
- 18. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given without prior written permission



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of the UCIL Tummalapalle Unit. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

### Assignment & Subletting:

- 19. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or thereunder without written consent of the UCIL Tummalapalle. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
- 20. The UCIL Tummalapalle shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of telecom tower to provide telephone service network and in default thereof, shall beliable for cancellation/termination of allotment. Sharing of infrastructure with second and more telecom operators without prior permission of the UCIL Tummalapalle will be considered as a breach of contract. If found so, the UCIL Tummalapalle shall at its discretion, have the right to cancel the allotment of site and all amounts against the site will be forfeited or otherwise impose penalty up to an equal amount of the Security Deposit.

### **General Terms relating to Installation of Towers:**

- 21. The mobile tower company shall be liable to follow all the standard rules and regulations regarding radiation from mobile tower as specified by the Govt. of India, Dept of Telecommunication from time to time& shall produce all the necessary documents, as required by laws. The party/contractor shall invariably comply with the provisions of the policy of Jurisdictional Municipal Corporation or any other local/state/Central Govt. authority related to the installation of mobile tower.
- 22. The entire construction/erection work comprising civil, electrical, broadband connection etc. shall be borne by the contractor at their own cost. However, if any NOC (related to UCIL Tummalapalle plant premises matters) required, the same will be provided protecting the interests of the UCIL Tummalapalle.
- 23. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the bidder without written prior permission of the UCIL Tummalapalle. However, the contractor may undertake whitewash / color wash / floor painting and install their furniture, fixtures etc. at its own cost.
- 24. The contractor shall install its GBM, BTS, PIU and other equipment's etc., electrical or otherwise, as also optical fiber cable, as may be necessary, to enable cover all communications falling under the categories of 2G, 3G, 4G or any higher capacity networks to enable seamless voice and data, both at his own cost.
- 25. The erection and construction required for installing the Towers must be compliant to the norms prescribed in this regard.
- 26. The contractor shall be bound to adhere to and comply with all regulations in force from time to time of any/all competent authorities particularly regarding the following:
  - a.EMF radiation norms. For payment of all penalties for non-compliance of such norms shall entirely be the responsibly of the contractor only.
  - b.The required self-certification or other like compliances and submission thereof to the authorities



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concerned shall be the responsibility of the contractor.

- c.Prompt communication of any changes in the Government norms. The contractor shall immediately communicate the same to the UCIL Tummalapalle in writing and implement the changes within the stipulated timeframe with his own cost.
- 27. The UCIL Tummalapalle will review the functioning/performance of the Contractor periodically and may intimate the contractor based on non-performance and non-fulfillment/breach of obligations contained in the contract after providing a fair opportunity to be heard. In case, the UCIL Tummalapalle is not satisfied with the reply of the contractor and/or the contractor does not rectify any breach within the time given by the UCIL Tummalapalle, the UCIL Tummalapalle may terminate the contract.
- 28. In the case of dispute regarding unsatisfactory services by the contractor, decision of the UCIL Tummalapalle will be final and binding.
- 29. The party shall arrange/obtain all necessary clearances/formalities form all other statutory authorities concerned to establish and operate the mobile/Telecom tower.
- 30. The entire civil & electrical work/mechanical etc. will be done by the party or parties at their own cost. The plan of the structure shall also be subject to the approval of the competent authority of the UCIL Tummalapalle and no construction shall be started without such approval in writing. Any building or structure erected by the party shall be treated as temporary structure.
- 31. The UCIL Tummalapalle also reserves the right to determinate the contract forthwith in the event of unsatisfactory performance of the party.
- 32. The parties shall be governed by the rules, regulation and installation of Mobile/Telecom tower policy and instructions of the UCIL Tummalapalle which are in force or which may hereafter come in force governing the use of thesaid land.

### **Cleanliness:**

- 33. It shall be the liability of the contractor to keep and maintain the premises neat and clean at all hours at his own cost.
- 34. Garbage and waste disposal should be done as per the UCIL Tummalapalle norms.

### **Deployment of Workmen:**

- 35. The contractor shall be responsible to deploy any number of workmen as may be deemed appropriate for carrying out its business smoothly and meet the onus in all respects regarding them under any law/enactment/rules/statutes etc. as may be applicable from time to time at his own cost.
- 36. The workers, if any, shall invariably carry their ID Cards (to be provided by the contractor/party at its own costs) and shall be produced to the security personnel and other UCIL Tummalapalle authorities, whenever asked for.
- 37. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
- 38. The contractor shall be bound to remove any such worker and disallow him/her from entering into the



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UCIL Tummalapalle premises whom the UCIL Tummalapalle does not deem appropriate to continue within the UCIL Tummalapalle premises for administrative or any other reasons.

- 39. The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the UCIL Tummalapalle shall have no concern, whatsoever, with all the above-mentioned matters.
- 40. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at thetime besides other statutory liabilities.
- 41. The contractor shall further be liable to make good the loss to the property of the UCIL Tummalapalle, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- 42. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the UCIL Tummalapalle premises.

### **Compliance of Statutory Obligations and Other Provisions:**

- 43. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to the laws relating to minimum wages to workers, employee's compensation and Goods and Service Tax etc.
- 44. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the UCIL Tummalapalle that may be in force from time to time including all the labour laws, employees' compensation and the minimum wages.
- 45. The UCIL Tummalapalle shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities / municipal corporation / courts / forum etc. as well as the provisions of this contract agreement. In case, the UCIL Tummalapalle is put to bear any liability for lapses on the part of the contractoror for its illegal actions, the UCIL Tummalapalle would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
- 46. The contractor would comply with all guidelines / instructions issued by the UCIL Tummalapalle Orders / instructions of security authorities concerning the security/safety issues and UCIL Tummalapalle discipline.
- 47. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the party premises.
- 48. The party shall allow the UCIL Tummalapalle officials free access at all time, to the said land and shall whenever so requested by the UCIL Tummalapalle, forthwith pull down or replace any structure which the UCIL Tummalapalle considers to be improperly situated.



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- 49. The party must provide its own security if required and the UCIL Tummalapalle shall not be liable for any loss or damage, whatsoever so.
- 50. It will be obligation on the part of the party to keep adequate firefighting arrangements such as fire buckets filled, with water or fire sand in the site etc. at its own expense.

### Secrecy of Data:

51. The contractor shall be bound to keep the data, if any, absolutely secret and unto itself and the same shall under no circumstances, whatsoever, relay, divulge, transfer or leak to any person/party for any purpose save under written permission from the UCIL Tummalapalle. The breach of this term would be deemed to be a serious breach of the contract rendering the contract liable for outright termination without giving any time. The total security deposit would also be liable to forfeiture and no explanation shall be entertained that the breach has been caused because of lapse on the part of the contractor's employee (s)/system.

#### Security Deposit:

- 52. The contractor shall have to deposit a security deposit of **Rs. 2,66,836/-** (**Rupees Two Lakhs Sixty Six Thousand Eight Hundred Thirty Six only**) through DD drawn in favor of "Uranium Corporation of India Limited" payable at SBI Pulivendula Branch (Code No. 0989) or any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
- **53**. The security deposit as aforesaid shall be deposited along with the EOI. EOI without having the security deposit will be not considered for technical evaluation.
- 54. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days either on its own or of the receipt of notice in this behalf, through another DD, as aforesaid.
- 55. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the UCIL Tummalapalle, its security deposit may be forfeited either in part or in full as the UCIL Tummalapalle may deem appropriate.
- 56. The security deposit would be refundable without any interest six months after the expiry/determination of the contract, on written request being made by the contractor in this behalf. The same will further be subject to any deductions as may be necessitated regarding the performance of the contract.

#### **Termination of contract:**

- 57. UCIL may terminate the contract by giving 90 days' notice to the party without assigning any reasons, whatsoever.
- 58. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
- 59. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the allotted premises within 90 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the UCIL Tummalapalle @ 50% of the security deposit (vacant possession from 91days to 179days of termination or expired of contract) and if party is not able to vacate the place after the 6 months of



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termination or expired of contract then the penalty will be imposed on the party @100% of security deposit.

- 60. The UCIL Tummalapalle may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act, in case of non-handing over its possession to the UCIL Tummalapalle, as aforesaid.
- 61. The contractor shall be entitled to remove its goods, fittings, fixture etc., at its own cost and had over the space to the UCIL Tummalapalle after restoring it in the same condition in which it existed at the time of commencement of the agreement. In case of failure in this regard, the UCIL Tummalapalle shall have absolute right to dispose of the remains at its disposal, the way it deems appropriate and the cost incurred thereof would be recovered through such disposal or any other lawful manner.
- 62. The contract will be terminated immediately, if the party or parties is found to be associated with any misdeeds, anti-social, anti-national or undesirable activity inside & nearby the allotted site.

### Contract Documents and their interpretation:

- 63. The original agreement shall remain with the UCIL Tummalapalle while a photocopy thereof may be had by the contractor, if it so wishes.
- 64. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the UCIL Tummalapalle through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question.

### Force Majeure:

- 65. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
- 66. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- 67. The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the UCIL Tummalapalle without any penalty.
- 68. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the UCIL Tummalapalle shall have the option of cancelling the Agreement in whole or in part thereof at its sole discretion. Any situation of force majeure shall not be payable by the UCIL Tummalapalle under any circumstances. For the period of force majeure, no amount shall be payable to the Licensor excepting the license fee and the electricity dues.



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### **Dispute/Arbitration:**

- 69. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 70. It is a term of the Agreement that the cost of arbitration shall be borne by the parties themselves.
- 71. The venue of the arbitration shall be at UCIL Tummalapalle.
- 72. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

### Annexure-1

### APPLICATION FORM

Name of the Applicant/Firm	
Father's Name of the Signatory Applicant	
Full Address of Self	
Registered Address of Company / Firm	
Address of Corporate Office, if any	
Phone No./Mobile No. of self & Firm	
Email ID of the Company / Firm	
Aadhaar No. of Signatory Applicant	
GST/GSTN NO	
PAN No.	

Total No. of Documents attached	
(Annexture-1)	

Total No. of documents attached



## INSTALLATION, OPERATIONS AND MAINTENANCE OF MOBILE /TELECOM TOWER AT UCIL TUMMALAPALLE UNIT

# (Appendix- A and Appendix-B) **Declaration:**

I hereby undertake that I bind myself to the terms and conditions of this EOI document.

Date:....

Authorized Signatory:
Full Name of the Signatory:
Name & Address of the Firm:
Seal

.....