



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5515747 Dated/दिनांक : 29-10-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-11-2024 19:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-11-2024 19:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo	
Department Name/विभाग का नाम	Department Of Atomic Energy	
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited	
Office Name/कार्यालय का नाम	Jaduguda	
ltem Category/मद केटेगरी	Custom Bid for Services - Engagement of Chartered AccountantsCost Accountants Firm for Accounting Taxation Services IT GST etc including return filings for UCIL Jharkhand	
Similar Category/समान श्रेणी	Manpower Hiring for Financial Services	
Contract Period/अनुबंध अवधि	3 Year(s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	10086532	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
Arbitration Clause	No	
Mediation Clause	Yes ( <u>Mediation clause document</u> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and prelitigation mediation can be taken up without any such clause also	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100865

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	42

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

**ACCOUNTS WORKS** 

URANIUM CORPORATION OF INDIA LIMITED, PO-Jaduguda Mines, East Singhbhum Jharkhand 832 102. (Chief Manager A/c Works)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No

#### **Details of the Competent Authority for MSE**

Name of Competent Authority	T K MUKHERJEE
Designation of Competent Authority	HOD FINANCE
Office / Department / Division of Competent Authority	UCIL
II.	
CA Approval Number	-
CA Approval Number  Competent Authority Approval Date	29-10-2024

Competent Authority Approval for not opting Micro and Small Enterprises Preference: View Document

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

PRICE breakup - 1729163501.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1729163897.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:  $\frac{1730207128.pdf}{}$ 

**Instruction To Bidder:** 1730207138.pdf

Pre Qualification Criteria (PQC) etc if any required: 1730207151.pdf

Scope of Work: 1730207304.pdf

GEM Availability Report (GAR): 1730207283.pdf

Payment Terms: 1730207308.pdf

Custom Bid For Services - Engagement Of Chartered AccountantsCost Accountants Firm For Accounting Taxation Services IT GST Etc Including Return Filings For UCIL Jharkhand (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of Chartered AccountantsCost Accountants Firm for Accounting Taxation Services IT GST etc including return filings for UCIL Jharkhand
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subas Chandra Soren	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	1	N/A

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

# 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# PRE QUALIFICATION (PQ) CRITERIA

CA/CMA firms possessing the following PQ criteria are invited to submit docume ntary evidences in support of the same.

SI No	Pre Qualification criteria	Documents Required (se If attested)	Basis for awar ding of points	
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1.	The firm/LLP of Chartered/Cost Accountants should not be les s than FIVE years old as on dat	Copy of firm/LLP regist ration certificate (FRC) issued by The Institute of Chartered /Cost Acc	3 points and additiona I 2 point for additional year of Firm/LLP's Reg istration	10
2.	e of tender  Minimum number of qualified partners in the Firm/LLP must be 5 (five).	contants of India  Copy of certificate of practice of all the partners of the firm.	2 points for each Asso ciate member and 3 p oints for each fellow member.	10
3.	The firm/LLP should have an experience in handling Income Tax/IT TDS related matters during previous 5 years ending 31.03.2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment I etter/work order, work completion certificate and Annual Report of c lient.	5 points for each expe rience with client.	20
4.	The firm/LLP should have an experience in handling GST/ GST TDS related matters during previous 5 years ending 31.03. 2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment I etter/work order, work completion certificate and Annual Report of c lient.	5 points for each expe rience with client.	20
5.	The firm/LLP should have an experience in handling Accounting services/finalization of Accounts/Ind-As related services/Audit related jobs during previous 5 years ending 31.03.2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment I etter/work order, work completion certificate and Annual Report of c lient.	5 points for each expe rience with client.	20
6.	Firm/LLP should have an avera ge gross receipts of at least Rs . 3 Crore in three previous fina ncial years i.e. 2021-2022, 20 22-2023 and 2023-24.	Copy of Audited Annua I Accounts of last three financial years to be s ubmitted in support of gross receipts.	10 points for gross re ceipts of Rs. 3 (three) Crore and additional 5 points for every additional gross receipt of Rs.1 (one) Crore.	20
			TOTAL	100

# Note:

i. If any bidder not fulfilling any of the above P Q Criteria, they need not submit bid as their bid shall be liab le to be summarily rejected.

- ii. All pages of tender documents and documents submitted in support of PQ criteria to be self attested by the bidder.
- iii. The Firm/LLPs securing at least 50 (fifty) points out of 100 based on above system shall be considered as qualified and eligible for opening of price bid.
  - iv. L1 bidder will be decided on the basis of lowest rate quoted in the price Format. In case rate q uoted by the bidders is tie, preference would be given to the firm who got highest score in PQC and if still there is tie, preference would be given to the firm who was incorporated earliest.
  - v. The bidder/firm/LLP who failed to execute the job in UCIL in last five financial years will be sum marily rejected.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

# URANIUM CORPORATION OF INDIA LIMITED JADUGUDA MINES

**DIST: EAST SINGHBHUM** 

**JHARKHAND - 832102.** 

PHONE NO. 0657-2730122/ 2730222

FAX NO.: 0657-2730322

# **TENDER DOCUMENT**

**FOR** 

**NIT NO. UCIL/AC /2024/01** 

# **FOR**

"Engagement of Chartered Accountants/Cost Accountants Firm for Accounting & Taxation Services (IT, GST etc) including return filings for UCIL, Jharkhand"

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### I. 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. Unit level Accounts Sections are maintained at Turamdih in Jharkhand State and Tummalapalle in Andhra Pradesh. Annual Financial Statements are prepared at the corporate office after compilation of the financial statements of the company as a whole. UCIL is using inhouse developed/customized IT applications based on hybrid platforms (viz, Oracle, COBOL, FoxPro etc.) for Accounting, MIS and other business processes. There is an Online Financial Accounting System (OLFAS) at all the accounting units to capture and process accounting data as per Ind- AS. ERP is in implementation stage and will be completed very soon.

# II. PRE QUALIFICATION (PQ) CRITERIA

CA/CMA firms possessing the following PQ criteria are invited to submit documentary evidences in support of the same.

SI No	Pre Qualification criteria	Documents alification criteria Required (self attested)		Max. points
1.	The firm/LLP of Chartered/Cost Accountants should not be less than FIVE years old as on date of tender	Copy of firm/LLP registration certificate (FRC) issued by The Institute of Chartered /Cost Accountants of India	3 points and additional 2 point for additional year of Firm/LLP's Registration	10
2.	Minimum number of qualified partners in the Firm/LLP must be 5 (five).	Copy of certificate of practice of all the partners of the firm.	2 points for each Associate member and 3 points for each fellow member.	10
3.	The firm/LLP should have an experience in handling Income Tax/IT TDS related matters during previous 5 years ending 31.03.2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment letter/work order, work completion certificate and Annual Report of client.	5 points for each experience with client.	20
4.	The firm/LLP should have an experience in handling GST/ GST TDS related matters during previous 5 years ending 31.03.2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment letter/work order, work completion certificate and Annual Report of client.	5 points for each experience with client.	20
5.	The firm/LLP should have an experience in handling Accounting services/finalization of Accounts/Ind-As related services/Audit related jobs during previous 5 years ending 31.03.2024 at least in one PSU (Central/State PSU excluding Bank and Insurance Co.) having turnover not less than Rs. 800 Crore in that year.	Copy of Appointment letter/work order, work completion certificate and Annual Report of client.	5 points for each experience with client.	20

6.	Firm/LLP should have an average gross receipts of at least Rs. 3 Crore in three previous financial years i.e. 2021-2022, 2022-2023 and 2023-24.	10 points for gross receipts of Rs. 3 (three) Crore and additional 5 points for every additional gross receipt of Rs.1 (one) Crore.	20
		TOTAL	100

#### Note:

- i. If any bidder not fulfilling any of the above P Q Criteria, they need not submit bid as their bid shall be liable to be summarily rejected.
- ii. All pages of tender documents and documents submitted in support of PQ criteria to be self attested by the bidder.
- iii. The Firm/LLPs securing at least 50 (fifty) points out of 100 based on above system shall be considered as qualified and eligible for opening of price bid.
- iv. L1 bidder will be decided on the basis of lowest rate quoted in the price Format. In case rate quoted by the bidders is tie, preference would be given to the firm who got highest score in PQC and if still there is tie, preference would be given to the firm who was incorporated earliest.
- v. The bidder/firm/LLP who failed to execute the job in UCIL in last five financial years will be summarily rejected.

# III. INFORMATION TO BE GIVEN BY THE BIDDER

Name of the bidder firm	:
Name of partners members	:
Number of working staff	:
Address of the firm	:
Telephone No.:	
Office	:
Mobile	:
Fax	
E-mail Id	:
Registration particulars of the firm &	
Date of formation	:
Name /Designation /Address of the signatory	
Of the bid with letter of authorization, if any	:
Permanent Account No (PAN)of the firm	:
G.S.T. registration details	:
Details of experience (in brief)	:
Details of professional personnel/ working staff	:
Details of Bank Account for Payment	:
	Name of partners members  Number of working staff  Address of the firm  Telephone No.:  Office  Mobile  Fax  E-mail Id  Registration particulars of the firm &  Date of formation  Name /Designation /Address of the signatory  Of the bid with letter of authorization, if any  Permanent Account No (PAN) of the firm  G.S.T. registration details  Details of experience (in brief)  Details of professional personnel/ working staff

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)	

#### IV. BID OPENING AND EVALUATION:

- i. UCIL shall open the bids in the presence of bidders or his authorized representatives, who choose to attend, at 15:30 hrs on the due date. The bidder's representatives, who will be present, shall sign, in the attendance register. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in the bid opening.
- ii. The technical part containing PQ criteria shall be opened first and Price bid shall be opened only for qualified bidders and date of opening of Price bid will be communicated later to only qualified bidders.
- iii. All the bids shall be evaluated based on the terms and conditions of this tender to shortlist the qualified bidders. UCIL shall consider placement of order to the lowest qualified bidder whose offer shall be lowest value i.e. L1 basis.

UCIL reserves the right to cancel one or all bids at any time before awarding the work and decision of Corporation will be final.

#### V. LATE BIDS:

Any bid received by M/s UCIL after the prescribed date & time for submission of bids, shall be rejected.

#### **VI. PERIOD OF CONTRACT:**

The period of contract shall be **THREE** years from the date of work order. Contractor will be endeavoring to execute the order to our satisfaction. In case of failure to do so, the order is liable to be foreclosed.

# **VII. MANPOWER REQUIREMENT:**

Minimum 3 (three ) members i.e. one Qualified & experienced Chartered Accountant and two semi qualified & experienced Chartered/Cost Accountants are required to be deputed at Head Office, Jaduguda for executing the jobs as mentioned in scope of work.

Suitable man power may be enhanced by firm during the contract period depending up on the circumstances of exigency for successful completion of jobs mentioned in scope of work.

Members should have relevant experience in the area as mentioned in scope of work.

Firm should take prior permission from H.O.D. (Finance) for initial joining and replacement of man power.

All the deployed manpower should be present at least 22 working days in a month.

# **VIII. SCOPE OF WORK:**

### **SCHEDULE - I**

# **SCOPE OF ACCOUNTING SERVICES/FUNCTIONS**

# (A) Compilation of Quarterly/Annual Accounts & other accounting jobs.

The Accounts is compiled through On —Line Financial System (OLFAS) at present. In future ERP implementation will be completed and to be compiled through ERP. The Accounts have to be compiled and duly reconciled with the subsidiary ledgers.

- Assisting in timely preparation, finalization and authentication of Quarterly/annual Compilation of Books of Accounts of the Corporation as per Ind- AS and Companies Act 2013 following the necessary guidelines, compliance of applicable Laws, Rules & Act in force during the finalization including notes, schedules, statements relating to Balance sheet.
- 2. Co-ordinating with Statutory Auditors, CAG Auditors, Internal Auditors, Tax Audit, Cost Audit, GST Audit etc including suitable replies relating to above.
- 3. Providing opinion/views/checking of data on accounting issues relating to current tax/deferred tax/contingent liabilities/capitalization/pricing etc based on accounting/tax guidelines applicable to Corporation. Time to time updation of changes in accounting provisions/laws/standards etc.

#### **SCHEDULE - II**

# **SCOPE OF TAXATION SERVICES**

# (A) Taxation

- 1. Preparation and submission of various returns i.e. monthly, quarterly, annually etc relating to Income Tax, GST, Professional Tax, Provident fund trust including revised return, if required, with in specified time as prescribed in the concerned Law, Act & Rules. Submission of various returns to be done from the Office of UCIL.
- 2. Preparation, consolidation and payment of monthly Income tax/GST TDS amount and submission of monthly TDS return filing at our office within the specified time as per the Act. This should be matched with our books of Accounts.
- 3. Preparation and finalization of advance tax payment under Income Tax guidelines. Reconciliation, preparation and handling of Tax Audit, GST Audit etc.

- 4. Form-26 AS/AIS/TIS of Organization should be reconciled with books of accounts and suggested for necessary adjustments. TRACEs default need to be checked on regular basis and to be nullified.
- 5. Checking proper deduction of Income Tax from salary for new/old tax regime considering operative/inoperative PANs.
- 6. Preparation, consolidation and finalization of monthly GST TDS, RCM amounts etc and submission of monthly/quarterly/annual returns etc and e invoicing at our office within the specified time as per the GST Act. Input tax credit etc should be carefully complied. These payments/adjustments should be matched with books of Accounts.
- 7. All the returns, filings, appeals, reconciliations etc should be maintained in soft copy and hard copy. These will be handed over to the representative of UCIL.
- 8. Monitoring the Income Tax and GST portal on daily basis to check for new notices or any orders etc. issued by Departments. Preparation of suitable replies and uploading/submitting the responses/filing of appeals etc within specified timelines at Departments.
- 9. Draft of replies in compliance of the notices and other communications received from the Taxation Authorities.
- 10. To represent Corporation & appear before Taxation Authorities (Income Tax/GST/VAT/Service Tax) /Appellate Authorities/Tribunals etc at various places for current as well as old pending cases and preparing and submitting suitable explanations and information asked for time to time at their jurisdictions.
- 11. Review of various tax appeals filed by Income tax/GST and analysis impact on Corporation. Detailed computations and analysis of demand/refunds arising there from.
- 12. Examination of the Assessment Orders / Appellate orders of present or old cases relating to Income Tax & GST and taken further course of action in the matter. Suitable replies favouring to UCIL will be prepared and filed with authorities timely.
- 13. Preparation of draft representation to tax authorities for seeking any clarifications in Income tax/GST provisions and it's process at various Departments.
- 14. Our Income tax and GST authorities are located in Jamshedpur and Ranchi and perform the tax matters by maintain good relation with authorities.
- 15. To arrange the refunds due to Corporation from Income Tax department/GST Department including old pending refunds.
- 16. To provide expert opinion/comments/clarifications on various Income Tax, GST and any other direct tax enactment issued by the government for the cases as and when required by the Corporation. Time to time updation of changes in tax provisions/laws etc.

17. To provide any other assistance/advice to the Corporation on any other tax related issues.

# (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 and GST whenever there is a requirement to pursue the case in ITAT and GST. (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/CESTAT 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/ CESTAT.

Scope includes any others works entrusted by HOD (Finance), Jaduguda from time to time.

(The above scope of work is indicative and not exhaustive i.e. terms of reference shall include providing professional assistance for all activities required for due compliance with applicable taxes, rules, laws etc.)

# IX. EARNEST MONEY DEPOSIT (EMD):

- **1.** The bid shall be accompanied by EMD of Rs. 1,00,865/- (Rupees one lakh eight hundred and sixty five only) in the form of 'demand draft' issued by any scheduled/Nationalized bank in favour of Uranium Corporation of India Ltd. payable at Jaduguda or Bank Guarantee from any Scheduled/Nationalized Bank. However, GeM rules will be applicable for EMD.
- **2.** Exemption of EMD will be allowed to organizations registered with MSME/SSI/NSIC etc subject to submission of scan copy of valid documentary evidence as per MSME rules.
- **3.** No interest shall be paid on EMD. The offer without EMD in any form other than specified herein above is liable to be summarily rejected.
- 4. EMD shall be dealt with as follows
  - a. In case of unsuccessful bidder it shall be returned without interest immediately after finalization of order.
  - b. For successful bidders, it will be converted into Security Deposit in case of Draft and will be returned after completion of work.

#### **5.** The EMD shall be forfeited if:

- a. The bid is revoked during its validity period.
- b. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- c. The tenderer fails to accept the order when placed or fails to commence work after accepting the order.
- d. In case bidder submits false /fabricated documents etc.

# X. SECURITY DEPOSIT:

The total amount of Security deposit will be 10% (ten) of the awarded value of contract price and shall have to be deposited 5% initially either in Demand Draft or Bank Guarantee from any Scheduled/Nationalized Bank before commencement of work. Balance 5% will be recovered from RA bills @ 10% on bill value. Earnest money already deposited will be converted in to Security deposit and balance amount to be deposited in the form of demand draft/bank guarantee in favour of UCIL. Security deposit will be returned without any interest after successful completion of the contract. It will be adjusted/forfeited, in case of recoveries from awardee/failure in execution of contract.

### XI. TRAVELLING, BOARDING & LODGING:

Only Lodging shall be provided by the Company on chargeable basis as per UCIL rules at its colony subject to availability. No travelling, boarding, DA and out of pocket expenses will be paid. Payment of fee will be limited to as quoted in price schedule by the successful bidder.

Necessary vehicle will be arranged by UCIL up on official requirements for local visits to Jamshedpur, Ranchi and wherever necessary. Otherwise travelling expenses at par with E1 Grade for qualified professional and E-0 Grade for Semi-qualified professional at actual will be reimbursed as per UCIL rules.

#### **XII. PAYMENT TERMS:**

Quarterly payment will be made along with applicable tax and duties on submission of Bill after adjustment of TDS etc. Payment will be made within 30 days from the date of receipt and acceptance of valid invoice by In-charge of the job along with supporting documents i.e. proof of payment to their man power and receipt of their staff.

# **XIII. GENERAL TERMS & CONDITION OF CONTRACT:**

# 1. VALIDITY OF OFFERS / FEES

Bidders have to quote the fees strictly as per the Price Bid format. Fees quoted by the bidders in their bids shall remain firm and valid for the total contract period or till complete execution of the contract. However, statutory levies/taxes are payable by UCIL as applicable on prevailing date of actual render of services on submission of invoice. The offered price should be valid for a period of 90 days from the date of opening of price bid.

# 2. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

M/s UCIL 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 UCIL's action.

#### 3. 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. Related party as defined in Section 188 of Companies Act, 2013 read with the rules prescribed in Competition Commission of India. If the bidder falls under this, the bidders shall be rejected in prima facie.

#### 4. INCOME TAX:

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

# 5. GOODS & SERVICE TAX (GST):

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

# 6. **SECRECY**:

The successful bidder shall not at any time during the tenure of contract or thereafter disclose any information furnished to them by the company or any drawings, designs, reports and other documents and information prepared for this work, without the prior written approval of the company 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, copy of which is enclosed.

**7.** The firm shall comply with all statutory provisions relating to tendered job and it's related Acts.

#### **XIV. OTHER TERMS AND CONDITIONS:**

- 1. Successful bidder shall depute sufficient number of competent staff as specified in NIT for this work at their own cost.
- 2. The posted staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
- 3. The company shall not be responsible for any accident caused to your personnel due to any circumstances happen within or outside the company premises.

- 4. Every effort shall be made to complete the work strictly as per scope of work in time.
- 5. Successful bidder shall be reporting to HOD (Finance) Jaduguda.
- 6. Information made available during the course of work shall be used only for bona fide work relating to work of the company and not for any other purpose. The person shall not divulge the information made available by the company or otherwise acquired during the course of engagement to any other agency.
- 7. The company reserves the right to accept /rejects any or all the offers without assigning any reason whatsoever therefore.
- 8. Necessary insurance coverage for all manpower deployed for this job at UCIL units shall be taken by the Firm and to be submitted by successful bidder before execution of job.

# XV. PENALTY CLAUSE FOR NON DEPLOYMENT OF MANPOWER:

In case of non deployment of manpower as per manpower requirement clause VII of tender documents, recovery of fee will be made from their bills @3,500/- per day for Qualified professional and Rs.2,500/- per day for Semi-qualified professional. 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 the above rate of each staff. In case of non deployment of manpower as per man power requirement clause VII continues for more than three months the contract may be foreclosed at the sole discretion of UCIL and Security deposit will be forfeited.

### XVI. FORCE MAJEURE:

If at any time during the currency (tenure)of the order , it is not possible to execute any portion of the work stipulated in the order , due to reasons beyond control of either UCIL or the bidder , on account of emergency declared by the government , reasons of go slow , strike or lockout at our/the bidders office , war , civil commotion , earth quake , fire , storm, flood, act of God, acts of any government , sabotage, riot , police action , revolution unforeseen circumstances or the other hindrances beyond one's control, there shall be no liability on the part of the defaulting party for consequential losses.

# **XVII. FAILURE AND TERMINATION:**

If the awardee fails in the performance of the contract in the manner and within the time fixed as per satisfaction of UCIL or there is likelihood of an anticipatory breach of whole or part of the contract, the company will have the right to rescind the contract by giving one month notice period. In such case, UCIL has power to carry out the work by engaging other firms/LLP at the risk and cost of the awardee.

# **XVIII. CONCILIATION:**

Any dispute or differences whatsoever arising between UCIL and the party out of or relating to the construction, meaning and operation or effect of this tender shall be settled amicably with the concerned by conciliation.

### **XIX. MEDIATION:**

Mediation in contracts is recommended by the Department of Expenditure, Ministry of Finance, Govt. of India through an Office Memorandum being No. F.1/2/2024-PPD dated 03.06.2024 under Mediation Act, 2023.

In case, an amicable settlement is not arrived between the parties, then the disputes or differences shall be referred for Mediation under Mediation Act, 2023 or as agreed by the parties. Even the Mediation also fails, party may approach the Court of Law to resolve the disputes.

#### **XX. LEGAL JURISDICTION:**

Jurisdiction shall be within the Court of District i.e., Ghatsila or Jamshedpur, where either the work site is situated or the supply of materials is being made.

#### **XXI. ESCALATION:**

Escalation will be calculated and paid extra as per following formulae:

# E = W X 0.80 X [(LF-L0)/L0] :

Where **E** = the escalation amount payable:

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

**LO** = Wage in rupees per man day payable to skilled labour (surface) as per notification of ALC (C), Chaibasa on the due date of tender submission.

**LF** = Wage in rupees per man day payable to skilled labour (surface) as per notification of ALC (C), Chaibasa during the period of work executed.

- **XXII.** The eligibility to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQC may be allowed subject to the condition that
  - a) "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
  - b) The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

# 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 / Customer of Uranium Corporation of India Ltd (now onwards to be referr	
I / We agree and undertake:	
Not to provide any gift and / or inducement to any employee of the Comwith securing / being granted favour (s) in my / our dealings with the Corcompany and / or its any field units.	•
To immediately report any gift and / or inducement sought by any Company granting favour(s) to me / us in my / our dealings with the Cofield units.	•
Signature	
Name	
Title	
Name of the Company and Address (with Seal)	

#### SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this aday 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 Confidential Information, (ii) have been informed of the confidential nature thereof 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).

Witnace.

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	(Name)			
		1.		
	Designation			(Name)
		Designation		
		2.		(Name)
		Designation		
2.	For Uranium Corporation	on of India Ltd.		
				MULT
	( NI )			Witness:
	( Name)			
	Designation	4		(Nama) /Danimation
		1.		(Name) /Designation
			2	Name /decignation
			۷.	Name /designation

For

# **PRICE PART**

(in Rs. )

SI No	Particulars	UOM	Rate per month excluding	Rate per month excluding GST (in	Total Amount excluding GST for 36	Rate of GST	Total Amount including GST for 36 months	
			GST words)	_	words)	months (3 Years)	in %	(3 Years)
Α	В	С	D	E	F (Dx36)	G	H [F+ (FxG)]	
1	Fee for professional services mentioned in scope of work & other NIT terms & conditions	LUMP SUM						
			TOTAL	VALUE				
	то	TAL VALU	JE INCLUDING	GST (IN WORDS): (Ru	ıpees			

# Notes:

1.	Quoted rate shall be indicated in both the figures and words. In case there is any discrepancy
	between figures & words, words shall prevail.

Seal and Signature of the bidder