



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5148726  
Dated/दिनांक : 25-08-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-09-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-09-2024 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	160 (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
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour
Contract Period/अनुबंध अवधि	2 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	Experience Criteria,Bidder Turnover,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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	2446502
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
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**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	24465

**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).	30

(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 :**

Chief Supdtt. (Mill)  
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO  
(Karthikeyan . P)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the

Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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 Break Up Format - [1720684009.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of work & Job description:**[1720684003.pdf](#)

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1720684025.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1720684035.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 4 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA

Specification	Values
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Addl. Insurance [Accidental and Death Insurance]

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	4	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 522</li> <li>• Bonus (INR per day) : 43.48</li> <li>• EDLI (INR per day) : 2.61</li> <li>• EPF Admin Charge (INR per day) : 2.61</li> <li>• Optional Allowances 1 (INR per day) : 15.66</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 16.965</li> <li>• Provident Fund (INR per day) : 62.64</li> <li>• Number of working days in a month : 30</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

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

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Uranium Corporation of India Limited  
payable at  
Jaduguda

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

URANIUM CORPORATION OF INDIA LIMITED  
Account No.  
33135840169  
IFSC Code  
SBIN000227  
Bank Name  
STATE BANK OF INDIA  
Branch address  
SBI JADUGUDA

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Uranium Corporation of India Limited  
payable at  
Jaduguda

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **BUYER SPECIFIC ATC**

1. Tenderes are invited on behalf of the Chairman & Managing Director, Uranium Corporation of India Limited, Jaduguda for **“CUSTODIANSHIP/CARE TAKING OF VEHICLE STAND LOCATED NEAR JADUGUDA MINES PREMISES & IN FRONT OF CISF MAIN GATE OF UCIL, JADUGUDA FOR THE YEAR 2024-2026”**
2. The tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of tender. Should the tenderer modify or withdraw his tender within the said period of six months from the date of opening the tender, earnest money deposited by the tenderer shall be forfeited and no tenders will be issued further to such tenderer.
3. The works are required to be completed as mentioned in NIT/special conditions of contract latest from the seventh day after the date on which the Engineer-In-Charge issues written orders to commence the work/as per L.O.I. or from the date of handing over of the site, whichever is later, in accordance with the phasing. If any, indicated by the Corporation in the tender documents.

4. Chairman & Managing Director shall be the Accepting Officer (Authority) hereinafter referred to as such for the purpose of this contract.
5. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves about the nature of work before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work of the tender whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
6. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of consideration and rates at which stores, tools and plants, etc. will be issued to him by the Corporation and local conditions and other factors bearing on the execution of the work.
7. A tenderer should quote the rate(s) tendered in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.
8. All rates shall be quoted on the tender form.
9. In the case of item rate tender, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
10. The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same works.

Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.

11. The tender shall be accompanied by tender cost and earnest money even working contractors shall not be exempted from payment of Earnest Money Deposit.
12. On acceptance of tender, Earnest Money will be treated as part of the Security Deposit. Failure of the successful tenderer to carry out the tender work shall entail forfeiture of the Earnest Money and Security Deposit entirely.
13. Uranium Corporation of India Limited, Jaduguda will return the earnest money without any interest to unsuccessful tenderer on production of a certificate of Engineer-in-charge issued by the tenderer.
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
15. The Corporation does not bind themselves to accept the lowest tender or to give any reasons for their decision.
16. The Corporation reserves to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the quoted rates.
17. **All taxes, duties and any other levies etc. of the government /local authorities in respect of this contract shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.**

However, new statutory taxes & duties and revision of the existing ones (if any) during the contract period will be reimbursed based on actual against documentary proof.

18. All other terms & condition shall be applicable as per general conditions of UCIL " tender norms.
19. This notice of tender shall form part of the contract documents.
20. Conditional tender, without cost of tender & E.M.D. amount tender shall be cancelled without any prejudice.

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**PRE-QUALIFICATION CRITERIA**

1. The bidder should have average annual financial audited turnover during the last 3 years, ending 31st March of the previous financial year i.e. FY 2023, should be at least 30% of the estimated cost i.e. 30% of ₹ 24,46,502.00/- equals to ₹ 7,33,950.60/-
  
2. The bidder should have experience of having successfully completed similar works during the last seven years ending the last day of month previous to the one in which the applications are invited should be either of the following.
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. 40% of ₹ 24,46,502.00/- equals to ₹ 9,78,600.80/-
    - a. [OR]
  - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost



ted cost i.e. 50% of ₹ 24,46,502.00/- equals to ₹ 12,23,251.00/-

a. [OR]

- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. 80% of ₹ 24,46,502.00/- equals to ₹19,57,201.60/-.

Similar Work means ‘Manpower Supply’ in any industry /institution (Govt./PS U/Private). The bidder must attach completion certificate for each work. The

### 3. The bidder should have the following NATIONAL

INDUSTRY CLASSIFICATION CODE(S) in UDYAM Registration Certificate –

78300-Human resources provision and management of human resources functions

3. **GEOGRAPHIC PRESENCE:** Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits within Jharkhand State. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

(i) Landline phone number in the name of the Firm or

(ii) Electricity bill for last one year in the name of the Firm or

(iii) GSTIN registration or

(iv) Udyam/MSME/Udyog Aadhaar Certificate.

(v) ESI registration, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.

### 4. **ONE BID PER BIDDER**

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As per General Terms and Conditions on GeM 4.0 (Version 1.12) dated 16th August 2023 [Clause No. 29], a Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

i. individual or proprietorship format and/or

ii. a partnership or association of persons format and/or

iii. a company format Whereby,

A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country. A person shall be deemed to have bid in a partnership format or in association of person's format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

A person shall be deemed to have bid in a company format if the person holds:

- i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or

- ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- iii. Holds more than 10% (ten percent) of voting share capital in and/or
- iii. is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the UCIL towards bidding process and in the scrutiny & evaluation of bids.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

## 5. **PRE-BID CLARIFICATION**

In the event of any doubt regarding the terms & conditions/ formats, the bidder may seek clarification from **Additional Manager (Pers.)/Assistant (Pers.) PO Mill, UCIL Jaduguda**, in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 2 days before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.

## 6. **DOCUMENTS REQUIRED TO BE UPLOADED IN GEM PORTAL**

The following documents are required to be uploaded as per below sequence in GEM Portal:

1. Documents as per **Technical Eligibility Criteria** and **Financial Eligibility Criteria** as mentioned above in **Pre-qualification criteria (PQC)**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process.
2. Copies of the completed work order and completion certificate specifying the work, duration (i.e. from and to) and the amount of work done.
3. Copies of valid Establishment Registration Certificate.
4. Copies of valid EPF Registration Certificate.
5. Copies of valid ESI Registration Certificate.
6. Copies of valid GST Registration Certificate.
7. Copies of valid PAN Card.
8. Cancelled Cheque of the registered firm/organization.
9. Copy of Earnest Money Deposit (EMD) in the form of demand draft (DD)/RTGS, as applicable.
10. Bidder should submit their Price bid strictly as per Price Break up of the lumpsum offering as per enclosed format in Price bid (Part - II) uploaded in GEM Portal against the bid and filled enclosed format are required to be uploaded in GEM Portal. Bidder should quote their rates against all the items in Price Schedule enclosed with this tender failing which their offer may be liable for rejection. If bidder fails to quote one or more items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment. Price submitted by Bidder in any other format shall render their offer invalid and shall not be considered for evaluation. There shall be no change or addition/ deletion except for filling-up of the actual price/rate in the Price part uploaded. Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc. that is applicable on his quoted prices/ rates. The bidder shall not indicate the same as "extra" or "extra as applicable".

Neither Price Break up of the lump sum offering should be given in Blanked Price Format nor any other format as mentioned above. In such case this condition is not complied, the bid may be liable for rejection.

11. Bidder should “**SELF DECLARATION OF ONLINE SUBMISSION IN GEM PORTAL BY BIDDER**” to be filled, furnished on bidder letter head and uploaded as per **ANNEXURE - ‘A’** format as mentioned below in the bid document.

**12. “PRE CONTRACT INTEGRITY PACT”** to be filled, furnished on bidder letter head and uploaded as per **ANNEXURE - ‘B’** format as mentioned below in the bid document.

**13. Buyer Added Bid Specific ATC - Buyer Added text based ATC clauses** as mentioned in the bid document should be **READ, ACCEPTED, STAMPED and DULY SIGNED** by a authorized signatory of the bidder and the same duly stamped and signed documents needs to be uploaded against the bid.

14. Any person submitting the Tender online shall ensure that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

## **7. SUBMISSION OF TENDER**

All the required documents as mentioned above in DOCUMENTS REQUIRED TO BE UPLOADED IN GEM PORTAL shall be stamped & signed by the competent person of the firm/company on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their tender. Bids submitted by any other mode will not be accepted and will be summarily rejected.

Bid should be submitted at the portal in two parts as below.

1. Un-priced techno-commercial bid (Part - I)
2. Price bid (Part - II)

The un-priced techno-commercial bid shall contain all details along with the supporting documents scanned and uploaded by the bidder in GEM Portal as per the requirement as mentioned above **without indicating price quote**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process. The bidder should not submit abnormally low bid i.e. bid price appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price.

If any bidder/ Service provider has quoted abnormally low than our estimation and there by unable to provide the proper justification in the financial breakup, then their price bids may be liable for rejection (UCIL has the right to reject the price bid even after their bid is technically qualified)

## **8. SHORTFALL DOCUMENTS (SEEK CLARIFICATIONS in GEM Portal)**

During evaluation, UCIL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given via GeM Portal asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. **The shortfall information/ documents shall be sought only in case of historical documents which preexisted at the time of the bid opening and which have not undergone change since then.** (Example: if the Permanent Account Number, registration with sales GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the bids, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion / performance certificate, the certificate can be asked for and considered. However, no new work order shall be asked for so as to qualify the bidder.

## 9. **CAPACITY OF THE BIDDER**

### 1. **TECHNICAL CAPACITY**

The Bidder shall satisfy UCIL that he possesses the necessary technical experience and qualification to undertake the work to the best of quality and workmanship. Necessary details in this connection, if any, specified in the Eligibility criteria to be furnished.

### 2. **LEGAL CAPACITY**

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

### 3. **AUTHORITY OF PERSON SIGNING DOCUMENTS**

A person signing the Tender form or any document forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, UCIL may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

### 4. **ARRANGEMENT OF TENDER DOCUMENTS**

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

## 10. **PRICE PART**

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in GEM Portal. The bidders should not submit abnormally low bid i.e. bid price appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price.

### **POINTS TO REMEMBER - PRICE PART- II BID**

Contractors are required to consider while indicating Price Break up of the lumpsum offering as per enclosed format in Price bid -

1. **Cost of Manpower** - Minimum wages as per Central Minimum Wages rate as per latest Govt. Notification, EPF @ 12% + Admn. Charges @ 1%, ESI @ 3.25%, Adnl. Insurance @ 2% (Death benefit), Bonus @ 8.33%, Profit with GEM Service Charges - 3.85% already included in the bid estimate. The Contractor should quote their rates considering the above mentioned pay components and all statutory provisions as per applicable labour laws, acts and rules and future provisions of labour codes and rules. Contractor has to pay escalated value of minimum wages and their subsequent pay components as per the latest govt. notifications of A.L.C. (C), Chaibasa accordingly.
2. **Cost of Tool & Tackles** - The contractor will be required to provide the Tools and Tackles as per the quantity mentioned in Price Break up of the lumpsum offering i.e. Broom - 25 Nos., Long stick broom - 25 Nos., Hand Gloves - 50 Pairs, Mask - 50 Nos., Bleaching Powder - 100 Kgs., Whistle - 10 Nos., Stick - 10 Nos., Dress Code (02 Pairs of Pure Cotton - Shirts and Pants) - 08 Nos..

11. In case of discrepancy in quoted rate(s) and/or worked out amount(s) the following guide line will be followed:-
  - a) In case of Item Rate Tender, only rate quoted shall be considered.
  - b) Rate quoted by the contractor in item rate tender in figure(s) and words should be accurately filled in, so that there is no discrepancy in rates written in figures and words. However, if a discrepancy is found, the rate either in figure or words; which corresponds with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If an amount of the item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct.
  - c) Where the rate quoted by the contractor in figure and in words tally but amount is not worked out correctly, the rate quoted by the contractor will unless otherwise proved to be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.
12. For qualifying to open price bid, party has to submit valid GST no., PF no., PAN no., copy of work order as per the PQC, completion certificate of work as per the claim of the party align with the PQC and others necessary documents, otherwise party may be declared as disqualified by the management.
13. Party should submit an undertaking letter (As per proforma given at ATC as "UNDERTAKING").

## **UNDERTAKING - SELF DECLARATION OF ONLINE SUBMISSION IN GEM PORTAL BY BIDDER**

<PARTY LETTER HEAD>

To

URANIUM CORPORATION OF INDIA LIMITED

JADUGUDA

We \_\_<Party Name & Address>\_\_ hereby undertaking & certifying that -

1. I / We \_\_\_\_\_ have read the bid document attached in the applied bid hereto containing the Terms and Conditions and agree to abide by such conditions.
2. I fully understand and abide by the tender conditions. If found successful I will sign it as an agreement without seeking any change.
3. I / We hereby submit copy of the Bid document duly read, understood and signed online in GEM Portal and given my free consent after reading and understanding the Terms and Conditions.
4. I/We understand that the submission of offers / bids does not guarantee awarding of contract.
5. I submitted my offered value is total of (Total Menu Item cost + Total Default manpower cost)
6. I uploaded both total cost (Total Menu Item cost + Total Default manpower cost)
7. I / We further understand that in case of any information submitted by me / us being found to be incorrect, UCIL will have the right to summarily reject the bid, cancel the awarded contract (If any) or revoke the same at any time with forfeiture of EMD (Wherever applicable) /Security Deposit including debarment for a period of 1 year at any time without assigning any reason whatsoever. UCIL may also initiate criminal action as contemplated under the provision of IPC for submission of wrong/fraudulent documents.
8. In case of acceptance of Bid by the UCIL, I / We undertake myself / ourselves to execute the awarded contract without seeking any change within the time frame stipulated by UCIL and to commence the work as per the terms and conditions failing which, I / We shall have no objection to the forfeiture of full Earnest Money Deposit (EMD) (Wherever applicable)/ Security Deposit, deposited by us with UCIL, Jaduguda in addition to other penalties specified under the terms and conditions of the bid document.
9. UCIL and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
10. We voluntarily agree that the Courts situated at Jharkhand will have exclusive jurisdiction in relation to any disputes under the bid document and tender evaluation.
11. I/ We are Company/ Partnership Firm/ Proprietorship firm/Individual (please tick as applicable.)
12. I/ We are not debarred / blacklisted by UCIL or by any PSUs/Govt. Organizations or any organizations where I/we have worked in my previous assignments.
13. I / We do hereby confirm that I / We have the necessary authority and approval and submit this bid.
14. I/We hereby confirm that if I/We fail (default) to pay statutory payment that is minimum wages, Bonus and Provident Fund to my contractor workers within the scheduled date for second instance, UCIL shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at Contractor's risk and cost including blacklisting procedure that is UCIL will carry out the incomplete work by any means at the risk and cost of the Contractor by taking out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.
15. I/We will not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of UCIL. In the event the Contractor contravenes this condition, UCIL reserves the right to reject the work and complete the same at Contractor's Risk and Cost that is UCIL will carry out the incomplete work by any means at the risk and cost of the Contractor by taking

g out incomplete part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies.

16. If my undertaking is becoming wrong then my tender can be cancelled by the buyer at any point of time.
17. All the data and information as furnished in this proposal are correct and true covered by our formal proposal no. \_\_\_\_\_, dated \_\_\_\_\_.
- 18.

VERIFICATION:

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ year, that the contents of the above undertaking are true and correct to my personal knowledge, no part is false and nothing material has been concealed there from.

Signature of the Bidder

Name:

Designation:

(Seal of the Company)

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## **SCOPE OF WORK**

This contract is intended to look after the safety of UCIL employees' vehicles parked in the designated parking stand and numbers of vehicles are as follows:

- 1) Cycles: 200 (approx.)
- 2) Mopeds/ Motor cycles/ Scooters / Cars : 1200(approx)
- 3) Parking area location

The above quantity is tentative and may vary to any extent. There shall be no extra payment for variation, if any.

The contractor must provide the following items for the entire contract period: Broom - 25 Nos., Long stick broom - 25 Nos., Hand Gloves - 50 Pairs, Mask - 50 Nos., Bleaching Powder - 100 Kgs., Whistle - 10 Nos., Stick - 10 Nos., Dress Code (02 Pairs of Pure Cotton - Shirts and Pants) - 08 Nos.

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## **SPECIAL TERMS AND CONDITIONS FOR CUSTODIANSHIP/CARE TAKING OF VEHICLE STAND LOCATED NEAR JADUGUDA MINES PREMISES & IN FRONT OF CISF MAIN GATE OF UCIL, JADUGUDA FOR THE YEAR 2024-2026 OF UCIL IN ALL THREE SHIFTS (A, G, B & C) IN A DAY.**

1. **Security Deposit:** Party has to deposit a sum of 10% of contract value towards initial security deposit in the form of Demand Draft/ bank Draft duly pledged in favour of Uranium Corporation of India Limited payable at SBI Jaduguda in our Accounts section within 15 days from the date of issue of Letter of intent/work order.
2. **Duration of contract:** This contract shall be for a period of 24 (Twenty Four) months i.e. 02 (Two) years from the date of commencement of work.



3. **Man Power deployment:** Party has to deploy 04 (Four) person i.e one person in each shift for all 04 shifts (Shifts named General, A, B and C).

4. **Penalty:**

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, none/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled / recovered during next payments/final settlements of the service provider and it should not be more than 5% of total work order value including manpower. The decision of imposing penalty is at the discretion of Engineer-In charge.

In case payment of workmen engaged for this work has not been made on stipulated payment day i.e. 07th of every month, As per Payment of Wages Act, 1936 [Clause No. 20 of THE PAYMENT OF WAGES ACT, 1936], penalty will be imposed to contractor with value of Rs. 1500/- for each such offence i.e. for every such delayed month (effective in the Monthly R.A. Bill for such delayed month) after 07th of the month as per the below mentioned 02 conditions -

- a) In case payment of contractor workers (i.e. Central Minimum Wages) engaged for this work has not been made on the stipulated payment day i.e. on or before 07th of every month.
- b) In Case of Bank Holidays/Corporation Holidays/weekend falls on 07th, Minimum Wages and Bonus payment should be done before 07th of the month.

As per Payment of Bonus Act, 1965, penalty will be imposed to contractor with value of Rs. 1000/- for one time, if the Bonus payment will not happen within a period of eight months from the close of the accounting year i.e. November.

The Contractor shall put up the bills on the monthly basis to the Engineer-in-Charge / Engineer representative for necessary certification and payment on or before 16th of every month (In Case of Bank Holidays/Corporation Holidays/weekend falls on 16th, it will be 17th of the month), failing which, Corporation will not be responsible for the delay in payment of monthly RA Bill to contractor accordingly.

5. In case of payment of wages to all labour/worker is not made by the contractor on or before 7th of succeeding month, UCIL being the principle employer will initiate the proposal for approval from the competent authority for the advance for the payment of contractor workers by 08th of the succeeding month, without any further delay. The same advance amount will be adjusted in next monthly RA Bill of the contractor.

5. **Different Taxes:** Goods and Service Tax (GST), as per rules shall be recovered from the Contractor's bills and no reimbursement of the same shall be made by the Corporation.

6. This contract can be terminated by either party by giving one month notice in advance.

7. The vehicle parking stand shall be made available to the contractor on non-chargeable basis/free of cost for parking two/four wheelers i.e., Cars, Scooters, Motor cycles, mopeds and cycles of UCIL employees.

8. No rent/ license fee shall be collected by the Contractor from UCIL employees towards caretaking of their vehicles parked.

9. No alteration/ modification shall be made by Contractor without prior approval of the Corporation.

10. The Contractor should ensure the safety of vehicles parked in the stand duly locked by suitable locking arrangement. Separate coupons/tokens will be issued to the owners of two-wheelers for safe keeping and the contractor should ensure that tokens/coupons are issued/returned from the depositors of vehicle at the time of 'IN' and 'OUT' at the stand.

11. In case of any theft of vehicle, the custodian of vehicle stand will be responsible and necessary replacement/deposit of cost of the bi-cycle/two-wheelers within three days of the event occurred.

12. On the expiry of contract period, contractor should hand over the vehicle stand intact to the Corporation. Any damage/loss will have to adequately be compensated by the Contractor to the Corporation.

13. Workmen Insurance: Workmen insurance (ESIC and Accidental & Death) coverage shall be obtained by the Contractor for 04 (Four) nos. of workers engaged for this work for the whole period of contract so that the same shall be furnished to the Corporation for this work.
14. In case of any dispute arises out of this contract, the decision of the Corporation shall be final and binding.
16. **Payment of Bill with Labour payment method**: The Contractor shall be paid on submission of their bill every month duly certified by the Officer-in-charge for this contract. The register of wages shall be maintained by the contractor and to be certified by the officer-in-charge. Regular attendance register shall be maintained at site. The mode of payment to labours will be through e-payment only and none of other mode will be acceptable. Copy of E-statement will be submitted with the monthly bill. Minimum wage will be reimbursed to the party by producing supporting documents.
17. The contractor shall maintain daily attendance to be certified on daily basis. In case of non-engagement of any workmen in a particular shift; 10% of the daily wage rate will be deducted from the monthly bill apart from making absent on that shift.
18. Total concrete floor area inside of the stand shall be cleaned/washed twice in a week by the custodian of By-cycle/Two-wheelers and separate register for the same will be maintained by the party and copy of same need to be submitted along with the monthly bill. 20% of the daily wage rate will be deducted from the monthly bill for the days, the floor area have not been cleaned.
19. All the labour rules shall be followed strictly and all statutory registers, forms stipulated under minimum wage (Central Rules) Act 1951 should be maintained by the contractor and to be furnished to the Corporation before the commencement of the work.
20. Tenders without earnest money are likely to be rejected. Tenderers are requested to inspect the site of work before quoting their rates. Rates quoted by the contractor shall be valid for a period of two years from the date of commencement of the contract.
21. No material shall be issued in this contract.
22. The contractor should be responsible for good behavior and etiquette of his staff as well as for efficient and prompt service.
23. The successful Tenderers shall have to comply with the provisions of all the Labour Acts & Rules in addition to Contract Labour (Regulations & Abolition) Act 1971 and rules framed there under.
24. The employees Provident Funds and Miscellaneous Provisions Act, 1952 and subsequent amendments: The contractor's shall be liable to deposit online towards EPF (Employee's Provident Fund), EPS (Employee Pension Scheme) and EDIL (Employee Deposit Linked Insurance) as per EPF & MP Act 1952.
25. **Payment of Bonus to Labours**: The contractor's shall also be liable to pay 8.33% or whatever may be the annual bonus as per the Payment of Bonus (Amendment) Act 2015 or any Amendment in future.
28. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to split up the work, if necessary, without assigning any reasons thereafter.
29. First aid/ canteen facility/ electricity for personal use by the engaged staffs shall be provided on chargeable basis as per norms of the company.
30. General term & conditions of contract of UCIL tender norms are applicable in this contract.
31. Labour Escalation: Based on actual deployment of labour escalation will be paid on actual basis.

The labour wage escalation will be paid as per formula mentioned below up to the scheduled completion date including duly approved Time or/and Value Extension, if any, on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time or/and value extension.

$$WEV = R * \frac{W1 - W0}{W0}$$

Where the above abbreviations indicates as follows -

WEV = Wage Escalated Value

R = Work done value during period under consideration

W0 = Minimum Labour Wages based on Govt. notification as per ALC (C), Chaibasa as on the date of opening of the price bid or revised price bid whichever is later

W1 = Revised Minimum Labour Wages, based on Govt. notification as per ALC, (C), Chaibasa, during the period of execution of work

The above formulae of escalation will be applicable to all the applicable wages components e.g. Minimum Wages, ESIC, Additional Insurance, PF, Bonus, Paid Holidays etc. as per the quoted rate in Price Part accordingly.

32. **Retrenchment benefit:** The contractor shall liable to pay the retrenchment benefit as per Industrial Dispute Act-1947 to the contractual employee and other benefit as per prevailing rules.
33. **Earnest Money Deposit (EMD):** Rs. 24,465.02/- (Exempted for MSE)

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#### **GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR**

The information given below is only for the Tenderer's general guidance and shall not relieve him of the responsibility for fully detailed first hand site investigations of his own before tendering.

1. Rates: The Tenderers are required to quote the rates against all items of the Schedule of Quantities in words and figures clearly.
2. In the event of the tender being submitted by a firm (partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a p

erson holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of a work when executed by a firm (Partnership) must also be signed by several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by the other person having authority to give effectual receipts of the firm.
4. The Tenderer is required to **deposit as Earnest money** a sum as such mentioned in N.I.T. in the following forms and attach the official receipt thereof failing which the tender shall not be considered. No interest shall be allowed on the Earnest Money deposited.
  - a. EMD shall be remitted by way of 'demand draft' or 'bankers cheque' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc. is to be accepted.
  - b. Public Sector Undertakings, State Government Undertakings may be exempted from payment of EMD with the approval of Competent Authority. MSE with current valid registration with State or Central Govt. shall be exempted from payment of EMD pertains to the class of items/stores/works for which the tender is floated) by the authority competent to conclude supply/contract orders.
  - c. Please refer to Clause - 9 of General Conditions of contract. The Earnest Money will be refunded to the unsuccessful Tenderers within a reasonable time without any interest. The Earnest Money deposited by the successful tenderer will be retained towards the Security Deposit for the due fulfillment of the contract but shall be forfeited, if the contractor fails to deposit the requisite security money, execute the Agreement/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).
6. **EMD is liable to be forfeited if**
  - a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
  - b. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
  - c. In case bidder submits false/fabricated documents.
  - d. In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.
    - i. Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.
    - ii. The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.
    - iii. Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSE with current valid registration with State or Central Govt. shall be exempted from payment of EMD by the authority competent to conclude supply/ contract orders.

- iv. In specific tenders where there may not be good response or for any other reasons, EMD can be waived with prior approval of competent authority before finalization of tender.
  - v. EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable should be returned immediately once the L1 bidder is decided.
  - vi. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled /nationalized Bank. The genuineness of BG should be checked from the issuing bank.
  - vii. In specific tenders where there may not be good response or for any other reasons, EMD can be waived with prior approval of competent authority before finalization of tender.
  - viii. EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable should be returned immediately once the L1 bidder is decided.
  - ix. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled /nationalized Bank. The genuineness of BG should be checked from the issuing bank.
  - x. In repetitive /routine works, Vendors may submit EMD in the form of Security Deposit. The vendors depositing security deposit EMD of Rs 50,000/- shall be allowed to quote any number of works for works up to Rs. 10 lacs and Vendors depositing Rs 1 lacs shall be allowed quote any number of works for works up to 20 lacs , without submission of EMD . The EMD exemption shall be allowed as long as SD remains with the UCIL. In case of default by the bidder (when L1 backs out) the 2 % of estimated cost shall be recovered from the security EMD lying with UCIL. In cases when L1 defaults in more than one works and when the recovery is more than SD, the recovery shall be affected from the other bills of the defaulter bidder.
7. **Security Deposit:** The total amount of Security Deposit and retention money shall be 10% of the awarded contract sum of the work. Upon acceptance of the Tender, the successful tenderer shall within ten days of the written acceptance of his tender.
  8. After acceptance of tender document, if the tenderer fails to pay the Security deposit as specified above, after written notice to him such acceptance, the sum deposited by him as Earnest Money shall be forfeited. The tenderer shall not be allowed to increase/withdraw his tender within six months from the date of opening of the tender and if he does so the Earnest Money deposit may be forfeited.
  9. Accepting authority shall have the right to reject all or any of the tenders, if not fulfill the eligible criteria's of tender and will not be bound to accept the lowest.
  10. The memorandum, the form of tender and the Schedule of materials to be supplied by the Corporation and their issue rates should be filled and completed in the office of the Corporation before the tender form is issued, if a form is issued to an intending tenderer without having been so filled in, and complete he shall request Corporation to have this done before he completes and delivers his tender.
  11. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various clauses of work involved, and that he has sufficient capital and plant to enable him to execute the same successfully and to complete it in the time framed in the contract. In compliance with this, the tenderer shall along with tender, furnish a list of major works executed by him during three previous years, the Bank with which he has dealings, the Banker's certificate a copy of the profit and loss account and balance sheet for the year the year proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest year. The tenderer must deposit duly filled in format for credential/Information sheet about the Tenderer as per enclosed format with past experienced certificate and completion certificates.

12. The Tender form must be filled in English and all entries must be made by hand written in ink or in type written. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the Tender will be considered invalid. All erases and alterations made while filling the Tender must be attested by dated initials of the Tenderer. Over writing of figures is not permitted, failure to comply with any of these conditions will render the Tender invalid. No advice of any change in rate or conditions after the opening of the Tender will be entertained.

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**FORMS**

**INDEX**

- 1. FORM OF TENDER
- 2. ARTICLES OF AGREEMENT
- 3. UNDERTAKING NOT TO GIVE ANY GIFT /INDUCEMENT IN CONNECTION WITH SECURING ANY FAVOUR IN DEALING WITH UCIL
- 4. SECRECY / CONFIDENTIALITY AGREEMENT
- 5. PRE CONTRACT INTEGRITY PACT
- 6. PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE
- 7. PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT
- 8. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
- 9. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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**FORM OF TENDER**

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To,

The Chairman & Managing Director,  
M/s. Uranium Corporation of India Limited,  
PO: Jaduguda Mines,  
Dist: East Singhbhum,  
Jharkhand - 832 102.

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**N.I.T. No. JAD/PO(Mill)**

**Name of Work: "CUSTODIANSHIP/CARE TAKING OF VEHICLE STAND LOCATED NEAR JADUGUDA MINES PREMISES & IN FRONT OF CISF MAIN GATE OF UCIL, JADUGUDA FOR THE YEAR 2024-2026"**

**Dear Sir,**

With reference to the Tender invited by you for \_\_\_\_\_ I/We have examined Tender Notice, Conditions of Tendering, Articles of Agreement, General Conditions, Special Conditions, and Questionnaire etc. for the above work.

I/We hereby offer to execute whole/part of the said works in conformity with the said Tender Notice, Conditions of Tendering, Articles of Agreement, General Conditions, Special Conditions, Questionnaire etc. for the above.

I/We undertake to complete the whole lot comprised in the contract within \_\_\_\_\_

Calendar months from the date of commencement of the work.

I/We have deposited as the Earnest Money a sum of Rs. \_\_\_\_\_ in shape of \_\_\_\_\_ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by Uranium Corporation of India Limited in the event of accepting my /our tender I/We fail to execute the contract when called upon to do so.

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

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

Yours faithfully,

(Signature with seal)

Address of the firm: \_\_\_\_\_

\_\_\_\_\_  
Name of the Proprietor/Partners/Directors of the firm:

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

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**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ TWO THOUSAND

.....at Jaduguda between M/s. Uranium Corporation of India Limited (A Government of India

Enterprise) having its Registered office at Jaduguda Mines, Dist: East Singhbhum, Jharkhand - 832 102 (herein after referred to as the Corporation) which of one part of M/s. \_\_\_\_\_ having its Registered Office at

\_\_\_\_\_ (herein after referred to as Contractor) which expression shall unless repugnant to the context includes its successors and/or assigns of the other part.

WHERE AS UCIL invited Tenders to be submitted for the work of \_\_\_\_\_ mentioned in Tender document submitted by the Contractor as laid down in Annexure - A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure - A. AND WHEREAS after consideration of the Tender submitted the Contractor UCIL accepted the said Tender as in Annexure - A along with Annexure -B, C & D.

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

er mentioned in the same Tender as in Annexure - A and it's subsequent modifications as

in Annexure - D duly endorsed in favour of UCIL for the due observance fulfillment and performance by the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by UCIL.

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions and Special conditions of Contract herein after referred.
2. The Corporation's LOI/Work Order Reference No. \_\_\_\_\_ along with the following documents shall be deemed to form and be read and construed as part of this agreement as thoughtfully written out and set forth herein.
  - a. ANNEXURE - A: Tender Document for \_\_\_\_ as specified in Tender specification vide N.I.T. No.
  - b. ANNEXURE - B: Bank Guarantee of Security Deposit
  - c. ANNEXURE - C: Detailed Bar Chart
  - d. ANNEXURE - D: Various correspondence and Minutes of Meeting to be read with Annexure - A as listed below:
    - 1.
    - 2.
    - 3.
    - 4.

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

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

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

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

a) \_\_\_\_\_

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

\_\_\_\_\_

b) \_\_\_\_\_

4. The corporation and the Contractor agree that this contract agreement including annexed documents

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

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

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

6.

IN WITNESS THEREOF, the Corporation and the Contractor have executed this contract agreement this \_\_\_\_\_ day and year first above written.

\_\_\_\_\_

URANIUM CORPORATION OF INDIA LTD

\_\_\_\_\_

in the presence of

\_\_\_\_\_  
signed by the said

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
in the presence of

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

Date:

To,

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

Jharkhand - 831 012

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

## SECRECY / CONFIDENTIALITY AGREEMENT

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

### WITNESSETH:

WHEREAS:

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

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

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

iv. was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

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

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such 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 years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For \_\_\_\_\_ Witness:  
(Name)  
Designation 1 (Name)  
Designation

2. (Name) Designation



month of ..... year ..... between Uranium Corporation of India Ltd (hereinafter called the

“BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....

..... (hereinafter called the “BIDDER / Seller” which expression shall mean and

include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER who



ch could afford an advantage to that particular BIDDER in comparison to other BIDDERS

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
  - 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956

3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. **Previous Transgression:**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

i. Bank Draft or a Pay order in favour of \_\_\_\_\_

ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument (to be specified by the RFP).

5.2 The Earnest Money / Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for

the period of its currency.

## **6. Sanctions for Violations**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Independent Monitors**

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

\_\_\_\_\_

\_\_\_\_\_

2

2

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**PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer "s name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as „The Tenderer“) entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_

with \_\_\_\_\_ 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 (herein

after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as „The Contract“).

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_% ( \_\_\_\_\_ percent ) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the UCIL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation, Attorney as per distribution of Attorney No. \_\_\_\_ dt. \_\_\_\_)

Bank's Common seal

-  
-  
**PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT**

**WHEREAS** on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as „The Tenderer“) entered into a contract bearing reference no. \_\_\_\_\_

**dtd.** \_\_\_\_\_ with \_\_\_\_\_, 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 (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as „The Contract“).

**AND WHEREAS** under the terms & conditions of the contract advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is to be made by UCIL to the tenderer, which the tenderer is to repay to „UCIL“, and whereas „UCIL“ has agreed in pursuance of the said terms and conditions of the contract to make advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the tenderer furnishing a bank guarantee in the manner herein contained.

We \_\_\_\_\_ Bank, in consideration of the UCIL having agreed to pay to the tenderer an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) hereby agree and undertake to indemnify the UCIL and to keep the UCIL indemnified to the extent of a sum not exceeding the said sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any damage or loss caused to or suffered by or that would be caused to or suffered by the UCIL by reason of any breach or non-fulfillment by the tenderer of any of the terms and conditions contained in the said Work order/Contract.

We further agree that interest at the rate of 12% per annum will be paid by us to the Contractee from the date of demand for payment till the actual date of payment made by us.

**AND WE** \_\_\_\_\_ Bank, do hereby undertake to pay on demand and without any demand to the UCIL any sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

only) as may be ascertained by the UCIL as the damage or loss that the UCIL may have suffered by reason of breach or non-fulfillment of any of the terms and conditions of the said Work Order/Contract by the tenderer.

**AND WE** \_\_\_\_\_ Bank hereby further agree that the decision of the UCIL as to whether the tenderer has committed breach of any such terms and conditions of the said Work Order/Contract



or not and as to the amount of damage or loss assessed by the UCIL on account of such breach, would be final and binding on us.

This guarantee shall come into force simultaneously with your making the said advance payment to the tenderer and shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

Our guarantee shall remain in force until \_\_\_\_\_ (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6 (six) months from such date, all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

WE \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

## PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

only), under \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the \_\_\_\_\_ Bank (hereinafter called the said Bank) do hereby undertake to pay to UCIL, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by UCIL including the question as to the tenability of the claim of the UCIL for forfeiting the Earnest Money being the Bank G

guarantee herein, we shall forthwith pay the said amount to UCIL on demand being made as aforesaid.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the UCIL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till UCIL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We \_\_\_\_\_ Bank further agree with the UCIL that the UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the UCIL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the UCIL or any indulgence by the UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We \_\_\_\_\_ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20..

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. \_\_\_\_ dt. \_\_\_\_)

Bank's Common seal

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**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer "s name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to a s „The Tenderer“) entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_

with \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as „The Contract“).

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. \_\_\_\_ dt. \_\_\_\_)

Bank's Common seal

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**GENERAL CONDITIONS OF CONTRACT**

**A) INTERPRETATIONS AND DEFINITIONS**

1. Singular and Plural

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

2. Heading and Marginal Notes to conditions:

Heading 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.

3. Definitions:

- a. "Corporation" shall mean Uranium Corporation of India Limited having its registered 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 `Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d. 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 su

ch firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.

- e. The 'Contract Sum' shall mean:
  - i. In the case of Lump Sum Contracts the sum for which the tender is accepted.
  - ii. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
  - iii. In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f. A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g. 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h. 'Excepted Risks' are risks due to riots (otherwise than among Contractors' 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 earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i. 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in Schedule - F to cover all overheads and profit.
- j. Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k. 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 other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l. 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m. 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n. A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o. The 'Works' 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.



## **B) SCOPE AND PERFORMANCE**

### **4. Contract Documents:**

The Contractor shall be furnished, free of charge, two certified true copies of the Contract documents except standard specification, 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 the 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 other Inspecting Officer.

4.1 None of these documents shall be use 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.

### **5. Works to be carried out:**

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labourers necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

### **6. Inspection of site:**

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils(so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### **7. Sufficiency of Tender:**

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

### **8. Discrepancies and Adjustment of Errors:**

The several documents forming the Contract are to be taken as mutually explanatory of one another and the special conditions in preference to General Conditions.

- 8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.
- 8.3 If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
- a. The item description should be clear and unambiguous.
  - b. In case of item rate tender, only quoted rate shall be considered.
  - c. Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in such that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
  - d. where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
  - e. In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

9. **Security Deposit:**

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

- a. Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

**i)** For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.

**ii)** For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Bank duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000 /-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9 (a) (iii).

**iii) For** deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity

In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.

b. 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 may be deducted from or paid by sale of a 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 or any account whatsoever and in the event of his security deposit be reduced by reason of 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.

**c. Refund of Security Deposit:**

Initial Security Deposit 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.

d. On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request 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.

**10. Deviation/Variation Extent & Pricing:**

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition 52.

- a) The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.
- a. In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus
  - b. 25% of the time calculated in (a) above or such further additional time as may be considered r

reasonable by the Engineer-in-charge.

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b) Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows :-

- i. If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
- ii. If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.
- iii. If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

12. **Deputed Worker Details (All documents should be self certified by the workers & contractors) to be submitted to UCIL, on start of the GEM Contract Work**

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- a) Copy of Aadhar Card and Voter's ID Card of each worker
- b) Confirmation Receipt of ESIC (e-Pehchan Card) has to be issued to all eligible contractual labourers from UMANG Portal (<https://web.umang.gov.in/landing/department/esic.html>) by contractor
- c) Confirmation receipt on upload all details on Jharniyojan portal (<https://jharniyojan.jharkhand.gov.in>)
- d) Copy of pass book front page for Bank account number of each worker
- e) Copy of EPF account number of each worker
- f) Police verification Report document for each worker
- g) Medical Examination Report (Recently done) of each worker (Fitness Report), Cost of the medical examination is to be included in the menu cost only. There is no separate provision for the same in the price format.
- h) Training completion clearance by Mill department, without which their bills are not considered

for payment.

- i) Form A-Register entry after completion of Training, without which their bills are not considered for payment.
- j) Complete gate pass form duly signed by the contractor of each worker

### **Other Documents**

- a) Employee Compensation/ESI Insurance for the whole period of contract.
- b) Issuance of ESIC Card
- c) Form-VII Commencement/Completion as per CLRA act 1970.
- d) Form-A,B,C,D & E original register form
- e) On Letterhead Total material/Utensil/Equipment list in English with quantity taking inside plant area.
- f) Worker uniform proof of order/receipt.
- g) Certificate/ License regarding Interstate migrant worker or Undertaking.
- h) Supervisor Details: Name, Qualification, Mobile Number
- i) Security Deposit Bank Guarantee as per format in Tender Document
- j) Copy of company profile as per tender attachment-XI
- k) Copy of integrity pact as per tender attachment - XII
- l) Monthly Worker allocation chart from the day of work commencement.
- m) Compliances of all Labour act as per applicable by the State & Central Government during the currency of the contract.

### **11. Suspension of works:**

The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the process of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for and of the following reasons.

- i) On account of any default on part of the Contractor or
- ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor; or
- iii) For safety of the works or part thereof.

### **12. TIME AND EXTENSION FOR DELAY:**

The time allowed for execution of the works as specified in the Schedule - 'F' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The execution of the work shall commence from the date of 15th day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money /Security Deposit absolutely.

- 13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be

amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.

13.2 If the works be delayed by

- (a) Force major, or
- (b) Abnormally bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- (f) Non-availability of stores which are the responsibility of Corporation to supply, or
- (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
- (h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control.

Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.

13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.

14. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.

14.1 If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.

14.2 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.

14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.

- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.
- 15.0 **MATERIALS:**
- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a) 4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.
- 15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.

15(b) **Materials to be supplied by the Corporation:**

Materials to be supplied by the Corporation are shown in Schedule - B which also stipulates quantity, place of issue and rate(s) to be charged in respect thereof.

15(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.

15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.

15(b)3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under covers required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.

15(b)4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

15(b)5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.

15(b)6. If on completion of works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)7. **Delay in obtaining materials by the Corporation:**

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

15(c) **GENERAL**

Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.

15(c)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine



ne any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

- 15(c)2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.

## 16. **LABOUR**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

- 16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.
- 16.3 The Contractor shall in respect of labour 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.
- 16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.
- 16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of 'The Employees State Insurance Act, 1948' 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.
- 16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.
- 16.6 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.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the Corpor

ation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or 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.

**16.7.1 Model Rules for Labour Welfare:**

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 Engineer-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 on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

17. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-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 purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:

- i) That he shall pay a nominal license fee of Rs. 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 Engineer-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 Corporation.

- 17.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain 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.

**18. SETTING OF THE WORKS:**

The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances required and set out the work and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

**19. SIDE DRAINAGE:**

All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Cont

ractor expenses.

20. **NUISANCE:**

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

21. **MATERIALS OBTAINED FROM EXCAVATION:**

Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.

22. **TREASURE TROVE, FOSSILS ETC.:**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately open discovery thereof and before removal, acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.

23. **PROTECTION OF TREES:**

Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1.0 Mtr. of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

24. **WATCHING AND LIGHTING:**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

25. **CONTRACTOR'S SUPERVISION - SUPERVISORY STAFF:**

The Contractor shall engage and keep at site, qualified technical staff/engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this Contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.

26. **INSPECTION AND APPROVAL:**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

26.2 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine

mine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

27. **DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**

- The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the 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.
- 27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-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.
- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

28. **REMOVAL OF WORKMEN:**

The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

29. **UNCOVERING AND MAKING GOOD:**

The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall re-instate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening or through reinstating and making good the same shall be borne by the Contractor.

30. **WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

Subject to any provisions to the contrary contained in the Contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.

31.1 **COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-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.

ade at reduced rates. When separate periods of completion have been specified for items or groups of items the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

- 31.2 If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract.
- 31.2 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.
- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose.  
This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

## 32. **COMPENSATION FOR DELAY**

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding taxes and duties)
- (b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- (c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.
- (d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.
- (e) All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.
- (f) The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
- (g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

33. **DEFECTS LIABILITY PERIOD**

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the period hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post

34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may occur to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.

34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule - F the same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.

34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961, E.P.F. (M) Act 1952, or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his

s obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

- 34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

35. **FACILITIES TO OTHER CONTRACTORS:**

The Contractor shall, in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution on any work not included in the Contract or of any Contract which the Corporation may enter into the connection with or ancillary to the works.

36. **NOTICES TO LOCAL BODIES**

The Contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before making any variation from the Contract; drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

- 36.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, state laws or any Government instrument, rule or order and any regulations or by-laws of any local authority in respect of the works.

37. **SUB CONTRACTS**

The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting authority.

38. **INSTRUCTIONS AND NOTICES**

Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge .

- 38.1 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

38.2 The Contractor or his agent shall be in attendance at the site/ sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to him.

38.3 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work site order Book" maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instruction by the Contractor, he shall be furnished a certified true copy of such instructions.

39. **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

If at any time after acceptance of the tender, the Corporation shall decide to abandon or reduce the scope of the works for any reason, whatsoever hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage or which he might have derived from the execution of the works in full, which he did not derive in consequence of the fore closure of the whole or part of the works.

39.1 The Contractor shall be paid at Contract rates full amount for works executed at site, and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

(a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage, accommodation and water storage tanks.

(b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.

(d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

The Contractor shall if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

40. **TERMINATION OF CONTRACT FOR DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Acce



pting Authority is satisfied that the legal representative 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 out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete 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 or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor or and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

41. **CANCELLATION OF CONTRACT IN FULL OR IN PART:**

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
  - b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
  - c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-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 consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to 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.
  - 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 terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
  - f) Shall obtain a Contract with the Corporation as a reward 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 adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, 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 or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work 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 or debenture holders to appoint a Receiver or Manager
- or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
  - j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to

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, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.

41.1 Contractor shall pay the Salary (Minimum Wages and Bonus) to their worker within the scheduled time i.e. on or before 7th of every month and provident fund within the scheduled time i.e. on or before 15th of every month. In case of failure to pay salary by contractor to their workers before stipulated payment day that is 07th of every month, provident fund within the scheduled date that is 15th of every month or bonus within a period of eight months from the close of the accounting year that is November of the respective accounting year in 2nd repetitive instance, Corporation shall pay salary directly to contract labours and such amount shall be recovered within two months from their future submitted RA bill from the date of such payment made as well as action will be initiated against respective contractor by imposing penalty. Contractor who fails (default) to pay statutory payment that is minimum wages, Bonus and Provident Fund to my contractor workers within the scheduled date for second instance, UCIL shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at Contractor's risk and cost including blacklisting procedure. In such case, UCIL shall on such cancellation of contract have power to

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
- (b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to 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 the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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 moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

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

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

Such cancellation of contract on account of non-performance by the contractor would entitle the corporation to forfeit the performance security (SD) besides other actions such as downgrading the Contractor's rating or debarment from the GeM for specified period as decided by GeM on merits. UCIL shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out remaining part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies e.g. next lowest bid

ders in the awarded GEM Order etc. This shall be without prejudice to UCIL's rights under other clauses of this order.

41.2 The Accepting authority shall on such cancellation have power to

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc . thereon, and/or
- (b) Carryout the incomplete work by any means at the risk and cost of the Contractor as mentioned above.

42. **LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:**

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

- 42.1 In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surface cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to Contractor.

43. **URGENT WORKS:**

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

44. **CHANGE IN CONSTITUTION:**

Where the Contractor is a partnership firm, prior approval in writing of the accepting authority shall

be obtained before any change is made to 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 ensue as provided for in the said condition 41.

45. **TRAINING OF APPRENTICES**

The Contractor shall during the currency of the Contract, when called upon by the Engineer-in-charge engage and also ensure engagement by Sub-Contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories as directed by E.I.C. and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations, the employer under the Act including the liability to make payment of apprentices as required under the act.

46. **VALUATIONS AND PAYMENT:**

**RECORDS AND MEASUREMENT:**

The Engineer-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the Contract rates for each such items of work.

- 46.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.
- 46.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.
- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.
- 46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications not with

standing any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned in Schedule - F on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

- 48.1 Payment on account for amount admissible shall be made on the Engineer-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.
- 48.2 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 Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 48.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

49. **TIME LIMIT FOR PAYMENT OF FINAL BILL**

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

- a) Contract amount not exceeding Rs. 5 Lakhs..... Two months  
b) Contract amount exceeding Rs. 5 Lakhs ..... Three months

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

51. **OVER PAYMENTS AND UNDER PAYMENTS**

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 deposits or he shall pay the claim on demand.

- 51.1 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 reserves the right

right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

- 51.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or 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 under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 51.3 Provided that the aforesaid right of the Corporation to adjust over payment 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.
- 51.4 Any amount due to the Contractor under this Contract for under payment 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 amount whatsoever.

## **ARBITRATION AND LAW**

### **52.1 ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes 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 abandonment thereof, shall be referred to the sole arbitration of the Chairman & 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 & Managing Director, 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 relates 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 reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office or 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 his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such Chairman & 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 the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Corporation that the bill is ready for acceptance of the Contractor, the claim of the Contractor will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making an

d publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification hereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. 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 venue of Arbitration 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 the parties to this Contract.

52.2 **COST OF ARBITRATION**

Upon every or any such reference, the costs of and incidental to the reference and award respectively shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

52.3 **WORK TO CONTINUE**

Work under the Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the Contract, no payment due or payable by the Corporation shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matters of the arbitration.

53. **LAWS GOVERNING THE CONTRACT:**

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 of Singhbhum (East).

54. The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents 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 PQ-Criteria 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.

c] The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

55. Registered MSME shall get benefits of relaxation in eligibility criteria [prior experience - prior turnover] mentioned in PQC as per Government guidelines.

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**SCHEDULE - B**

**FREE ISSUE MATERIALS TO THE CONTRACTOR ARE AS UNDER:**



Sl. No.	Particulars
	Nil

**SCHEDULE - C**

Sl. No	Particulars	Number available	Hire charges per unit per working day (Rs.)	Frequency to maintenance	Value per unit	Place of Issue	Number required by the contractor

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**SCHEDULE - D**

Sl. No.	Category of Labour	Wage per day	Remarks
1	Unskilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Notice by Asstt. Labour Commissioner (C) Chaibasa, Jharkhand Region from time to time	

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

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**SCHEDULE - F**

**REFERENCE TO GENERAL CONDITIONS OF THE CONTRACT**

**Condition No.**

3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to Overheads and profit	Ten percent
9.	Security Deposit	Ten percent of the contract sum including Earnest Money. Initial 50% of total Security deposit immediately after completion of work and balance after on expiry of DLP or payment of final bill whichever is later.
9(d)	Refund of Security Deposit	payment of

12. Date of commencement	08 days from issue of L.O.I./Work order date.
13. Date of completion	<b>24 (Twenty Four) months</b> from the date of Commencement
32.1 Agreed liquidated damage	Up to a maximum of 5 percent
33. Defect Liability Period	<b>No defect liability period in this contract.</b>
34. Insurance	<b>As required &amp; Instruction of E.I.C.</b>
48. On Account payment	<b>Monthly</b>
52.1 Authority for appointing Arbitrator.	Chairman & Managing Director, UCIL

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**SPECIAL CONDITIONS OF CONTRACT**

1. **SITE INVESTIGATION:**

The Tenderers are advised to **visit** the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, **condition of site** handling and storage of materials, availability of labour, water, electric power, road conditions, traffic density and also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, including sub-soil water levels, the character of equipment and facilities needed, preliminary to and during the progress of the work, and all other matters which can be of, in any way affect the work the cost thereof under the contract.

2. **GOVERNMENT LABOUR ACT:**

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 Labourers Insurance will have to be made by the contractor at his own cost.

### **3. CONTRACT LABOUR ACT:**

According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract (Regulation & Abolition) central rules, 1971 contractors engaging 20 or more contract labour on any day are required to obtain the License from the A. L. C. ( C ), Chaibasa, Jharkhand. In the event of the breach of aforesaid conditions, the contractor shall be open for action as deemed fit by the concerned labour authorities of the Central Government.

### **4. Prices**

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender.

The prices shall be itemized in accordance with the Price Schedule attached in Price bid and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid.

All prices in the tender shall be inclusive of Excise duty, Sales tax, Service tax, GST and any other applicable taxes, duties and all other statutory levies applicable.

The Contractor is responsible and liable for remitting all statutory dues (Service tax, VAT etc. as applicable) collected / included in the Price schedule of the contract to the statutory authorities without fail. UCIL is not responsible for remittance of such tax collections.

### **5. Taxes, duties & levies**

Bidders must clearly mention their Sales Tax & Service Tax Registrations, GST No, TIN etc. in their offers and invoices.

Sales Tax / VAT, Excise Duty, Service Tax, GST etc. shall be clearly mentioned in the offer indicating the applicable rates.

In order to enable UCIL to avail tax benefits like CENVAT credit, Service Tax credit, VAT Credit etc, whenever the relevant Act, Rules and Laws permits, the supplier shall ensure submission of Cenvat Invoice/Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the reimbursable amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall be deducted from his bill.

### **6. Alteration of specifications, patterns and drawings**

During the progress of the work, the Purchaser may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and the Purchaser. Such changes shall not invalidate the Contract. The Contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by the Purchaser. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of the Purchaser, in the cost, shall be final and conclusive.

## **7. Correspondence**

All correspondence shall be in English and addressed to UCIL drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

## **08. Accident or Injury to Workmen**

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

### **a. Compliance with Statutory and Other Regulations**

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law.

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

## **9. Security regulations**

The Contractor shall abide by all the security regulations at site promulgated by the Purchaser from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

## **10. Method of black listing vendors**

Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved list of vendors while periodical review/updating of vendor list. The black listed vendor / contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.

11. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions or prices or withdraw his quotation subsequent to the date of opening.

12. Further, the vendor shall be banned from doing any business with the company in case of:  
a. If security considerations including question of loyalty to the state so warrant.

- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

**13. Secrecy**

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by the Purchaser or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

**14. Indemnity**

The contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss and undertake to pay the same.

**15. Death, Bankruptcy, etc.**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

**16. Arbitration**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

For Global tender this clause may be modified by the competent authority on case to case basis.



**17. Jurisdiction**

The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

**18. Ethics in tendering & other business dealings**

Dear Sir,

Uranium Corporation of India Ltd, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings. Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO-Jaduguda, Distt- East Singhbhum Jharkhand- 831 012 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd PO-Jaduguda, Distt- East Singhbhum Jharkhand- 831 012  Email: <a href="mailto:cvo@uraniumcorp.in">cvo@uraniumcorp.in</a>
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For Uranium Corporation of India Ltd

Name -----

Designation -----

Date

**19. Force Majeure Conditions**

As per General Terms and Conditions on GeM 4.0 (Version 1.12) dt 16th August 2023 [Clause No. 15, iv], If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrong doing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer (i.e. Corporation) shall be at liberty to take over from the Seller (i.e. L1 awarded Contractor) at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

**20. LIQUIDATED DAMAGES (LD)**

Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).

Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work (excluding Taxes and Duties) which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.

For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

**A. Delay attributable to UCIL / Force majeure**

	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation , if indicated in the Work Order/ Purchase Order , shall be applicable during such extended period

**B. Delay attributable to Supplier / Contractor**

	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.  Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.  For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL

## 20. TECHNICAL SPECIFICATIONS:

I.S. /C.P.W.D. / MOIST SPECIFICATIONS for works, in general, shall be followed for execution of works.

21. No any materials, tools and tackles will be supplied by the department for this work except whereas stipulated.
- 22.. All the work shall be executed as per existing running similar work and no any extra claim shall be entertained/paid by the Corporation.
24. This offer must be valid for six months from the date of tender opening, and no contractor shall be allowed to withdraw his/their offer within this period.
25. All item rates should be quoted considering inclusive of cost of all materials and taxes, royalty, tools, tackles, labour, consumables etc.
26. Necessary workmen insurance coverage shall be obtained by the contractor for the labour deployed at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
27. Quantity of any individual item may vary to any extent and be excluded altogether. Contractor will carry out all works up to a total variation of  $\pm 10\%$  (TEN) on the contract price and all quoted rates shall remain firm within this limit.
28. In case payment of labourers engaged for this work, has not been made on stipulated payment day, Corporation shall compel the contractor to stop the work besides taking necessary steps

to make payment by Corporation at the risk and cost of contractor.

29. All the labour rules shall be followed strictly as per Contract Labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under Minimum Wages (Central) Act should be maintained by the contractor and to be furnished to the corporation before commencement of the work. In case of non-submission of above registers/forms to the corporation regularly, contractor will not be allowed to continue to do the work.
30. All safety precautions shall be maintained by the contractor road safety work will take care as running road by putting barrier/display board.
31. No idle charges will be paid to the contractor for this work towards labour, machinery etc. if any disruption occurs.
32. In case of increase in labour wages, contractor should make payment the arrears to the workmen engaged for this work. Contractor should quote their rates accordingly considering the probable increase of wages.
33. Contractor should hand over the clear site to the Corporation after completion of job after removing all the surplus materials, spoils, debris etc. failing which Corporation has right to:
  - a) Retain the Final bill till site clearance is completed, or
  - b) Engage some other agency to carry out site clearance at your risk and cost.
34. No any materials will be issued free of cost.
35. In case of increase in labour wages, contractor should make payment the arrears to the workmen engaged for this work. Contractor should quote their rates accordingly considering the probable increase of wages.
36. The defect liability period for this work will be 03(Three) months from the date of completion of work. The defects observed during defect liability period due to any reason will be removed by contractor at their own cost.
37. Contractor should arrange their own night guard /security arrangement for safe guard of department free issue materials etc. and the contractor shall be responsible for accountability of free issue materials and in case of any theft, necessary recovery shall be made from the contractor's bill to such extent at the discretion of Corporation.
38. E.P.F., Bonus, ex-gratia, Festival allowance, paid holiday, Retreshment benefit, other taxes will be paid by contractor on actual basis.
39. Before release the running bill, the following documents are to be submitted along with this bill.
  - i) Copy of P.F. Deposit Challan
  - ii) GST deposit Challan except first R.A.bill.
  - iii) A copy of attendance registers of labour.
  - iv) Copy of wages Payment register which is duly signed & stamped by Administration Department.
  - v) Copy of valid Labour Insurance
40. The Contractor/ bidder or sub-contractor shall have Provident Fund Code Number.

41. All the Manpower requires to be deployed in this contract should enroll as members of Provident Fund and should be given the Universal Accounts Number (UAN).
42. While submission of bill the Contractor should submit certificates of all workers employed directly or indirectly by them are register for EPF and the due Contributions have been credited into their account.
43. No payment shall be made in case strike/stoppage of work and penalty claim may not be applicable.
44. The Minimum wages should be paid within the scheduled payment date as notified by Personnel Sections, Mill, Jaduguda time to time.
45. The experience certificate is valid subject to verification from the client (if required). If any document submitted by the party to prove his credentials for the job found to be forged or fake during the course of verification, the party will be black-listed to carry out any work in any of the units of Uranium Corporation of India Limited and suitable legal action will be taken against the party. The E.M.D. submitted by the party will also be forfeited.
46. If the E-Payment option has not been created, then the contractor may be asked to submit the following documents immediately for opening the E-Payment options:-
  - A) REQUEST LETTER.
  - B) PAN XEROX COPY
  - C) CROSSED CHEQUE OF BANK DULY SIGNED.
  - D) WORK ORDER COPY PAGE-I
  - E) BANK LETTER DETAILS OF CONTRACTOR
    - i) ACCOUNT NAME-
    - ii) ACCOUNT NUMBER-
    - iii) IFSC CODE-
    - iv) ACCOUNT TYPE-
    - v) BRANCH-
47. This notice of Tender shall form a part of the Contract Documents.
48. The contractor has to issue photo pass to their labourers engaged against the work with complete details of the labour and obtaining Police verification.
49. The Contractor shall follow the Rules/Act (Some of the listed below ) as applicable in this contract:-
  - a) Payment of Wages Act, 1936
  - b) Employers Liability Act, 1938
  - c) Weekly Holidays Act, 1942
  - d) Minimum Wages Act, 1948
  - e) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
  - f) Workmen's Compensation Act
  - g) Payment of Bonus Act, 1965
  - h) Contract Labour (Regulation and Abolition) Act, 1970
  - i) Equal Remuneration Act, 1976.
50. Quantity of any individual items may vary to extent and be executed altogether. Contractor will carry out all works up to a total variation of + 10% (Ten percent) on the contract price and all quoted rates shall remain firm within this limit.

51. In case discrepancy is found in quoted rate(s) and amount(s), the following guide lines will be followed:-

- a) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
- b) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractors will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.

52. All other terms and conditions shall be applicable as per General conditions of UCIL "s tender norms.

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#### **SAFETY OF CONTRACTORS EMPLOYEES**

- 1 The contractor shall at all times, take all reasonable precautions for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both central as well as the State Safety Laws, in additions, to the safety provision already included the safety requirements recommended by the corporation.

In the event that the contractor fails to comply with these provisions, the Engineer-in-charge may, without prejudice to any other legal or contractual rights, issue an order stopping all or any parts of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting office. The contractor shall make no claim for an extension of time of stoppage.

1. Contractors shall have a full time Safety office/Engineer when the contractor employs 500 or more Persons or when engaged in especially hazardous work. In the case of contractors employing fewer than 500 Persons, his safety representative shall be employed in high supervisory capacity and his safety duties may be in addition to other technical or administrative duties.
2. Contractor shall submit their investigation reports, to their Engineer-in-charge immediately but not later than three working days after the occurrence of accident in the Form - A (see Appendix - 2).
3. In the case of Type - B accidents (see Appendix - I), Contractor shall submit their investigation reports, to their Engineer-in-charge, immediately but not later than three working days after the occurrence of accident in the Form - A.
4. Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form - B (see Appendix - 3) and be sent to the Engineer in charge by the seventh of next month.
5. Principal contractor shall report the man days lost and occurrence of accidents under the jurisdiction of sub-contractors.
6. Contractor shall submit a narrative report on safety activities and fire incidents for each month along with Form - B. The review should contain such items as personnel and programme change, major proje

ct started and major problems.

(APPENDIX - 1)

CLASSIFICATION OF ACCIDENTS

TYPE - A

1. Fatal injury.
2. Serious injuries such as fracture, dislocation, severe burns etc. necessitating hospitalisation.
3. Any injury to five or more persons.
4. Accidents resulting in damage by fire, explosion etc.

TYPE - B

1. Minor injuries which results in laceration, abrasion, contusion etc.
2. Disabling injuries but not requiring hospitalisation.



(APPENDIX – 2)

(FORM – A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project :  
Nature of contract :  
Name of Engineer In-charge :  
Name of injured person :  
Age :  
Address :  
  
Date and Time of accident :  
Place where accident occurred :  
Nature of job :  
  
What was injured person doing :  
at the time of accident  
  
Description of accident (in detail) :  
  
Nature of injuries :  
  
What was defective or in wrong :  
Condition that was responsible  
for the accident

What was wrong with working :  
Methods / instructions

What steps should be taken :  
to prevent reoccurrence of  
such accidents

Name of witness : 1.  
2.

Safety representative's remarks  
with signature and date

**(APPENDIX - 3)**

(FORM -B)

SUMMARY OF ACCIDENT FOR THE MONTH OF .....

Name of the contractor :

Name of project :

Name of the sub - contractor :

Name of safety representative  
of the project :

Total nos. of persons working in the project : Male Female

Engineers :

Supervisors :

Labours :

Total nos. of accidents  
(including Type A & B) :

Disabling injuries :

Non - disabling injuries :

(Signature & stamp of Contractor)

cc: Engineer - In-charge

cc: Safety officer, Jaduguda Mill

**Affidavit cum Declaration**

-

-

(Form to be filled in Non-Judicial paper of Rs. 20/- & submitted by the Contractor workers) attested by Notary Public.

-  
-  
-

I, ..... S/o..... of village..... P.O.....  
..... P.S.....Town ..... District.....Jharkhand, by faith.....by occupation.....,do hereby solemnly affirm and declare as follows:-

(1) That I am working with M/s.....who has been awarded work order no...  
..... dated.....from UCIL Jaduguda.

(2) That I am fully aware that I am Contractor worker of the aforesaid Contractor and, as such, I or my successor shall not have any claim of employment with UCIL at any time, in case of fatal accident or termination/completion of period of work order. I shall not place a demand for employment with UCIL in future also.

Verification

Identified by Sri..... The Statement made above are Advocate at  
Jamshedpur true to the best of my knowledge, belief  
and information and I Sign on .....  
at.....

Deponent

-

The deponent is known to me & has signed in my presence.

Advocate

**SCHEDULE OF RATE ( PRICE PART )**

Schedule of Quantity for- CUSTODIANSHIP/CARE TAKING OF TWO WHEELERS STAND LOCATED NEAR JADUGUDA MINES PREMISES & IN FRONT OF CISF MAIN GATE OF UCIL, JADUGUDA in all three shifts (A,G, B & C) in a day

N.I.T. No.: JAD/PO(MILL)-02

	Name of the Contractor	
--	------------------------	--

Sl. No.	Description of item	Qty	Unit	Rate per Shift in (inclusive of all PF, ESIC, Addl. Insurance, Bonus, Profit, Retrenchment benefit, taxes, duties, GST etc.) in Rs.	Amount
1	Engaging 01 no. of unskilled persons in each shift per day ( i.e in "A", "G", "B", "C") including Sunday & holiday .	2920	Shift		0
	Grand Total				0

Note: Rate should be including of Tool & trackles and dress code as mentioned in the NIT.

## 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 [attached categories](#), 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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें 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---