



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U 12000 JH 1967 GOI 000806)

TUMMALAPALLE

P.O - M.C.PALLE, VEMULA MANDAL, YSR DISTRICT, A.P.- 516349

Tel./Fax No.08588- 282704, Email: tmplcivil@uraniumcorp.in

Hyderabad Office: Plot No.37, Road No.3, Sunrise Homes,
Upparpally, P.O.Hyderguda,
Ranga Reddy District,
HYDERABAD - 500 048.

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

NOTICE INVITING TENDER NO.

TMPL/CIVIL – 219 DATE: 25/05/2022

<https://ucil.gov.in> Website.

TENDER DOCUMENT

F O R

Providing and fixing of anchor bolts at Tummalapalle Plant area as and when required.

TECHNICAL PART (PART-I)



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NOTICE INVITING TENDER NO:

TMPL/CIVIL – 219 DATE: 25/05/2022

<https://ucil.gov.in> Website

Job: Providing and fixing of anchor bolts at Tummalapalle Plant area as and when required.

1. Tenders to be deposited in the/at the office of Ch. Manager [E/A/P], Uranium Corporation of India Ltd., Tummalapalle, A.P.-516349 on **15/06/2022** up to 2.30 P.M.
2. Tenders shall be opened in presence of Tenderers who may like to be present at 3.30 p.m. on **15/06/2022** at the office of Ch. Manager (E/A/P), Uranium Corporation of India Ltd., Tummalapalle, A.P.-516349.

I N D E X**PART – I: TECHNICAL**

SECTION	DESCRIPTION
I.	SPECIAL INSTRUCTIONS TO THE TENDERERS
II.	NOTICE INVITING TENDER
III.	ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER
IV.	GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR
V.	CONDITIONS OF TENDERING
VI.	FORMS
VII.	SCHEDULE – B, D & F.
VIII.	GENERAL CONDITIONS OF CONTRACT
IX.	SPECIAL CONDITONS OF CONTRACT.
X.	SAFETY OF CONTRACTOR’S EMPLOYEES
XI.	PRICE FORMAT

Sub: Providing and fixing of anchor bolts at Tummalapalle Plant area as and when required.

Details of the tenderer for communication

Name of the Agency : _____

Name of the contact person : _____

Address for communication : _____

Mobile No. : _____

Phone No. : _____

Email.ID : _____



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Tel./Fax No.08588- 282704, Email: tmplcivil@uraniumcorp.in

UCIL/TMPL/CIVIL/NIT-219/2022

Date: 25/05/2022

NOTICE INVITING TENDER NO: TMPL/CIVIL-219

(<https://ucil.gov.in> Website)

Open tenders are invited in two parts (Technical Part & Price Part) for execution of following work through e-tendering from reliable, experienced & reputed contractors.

1.	Name of Works	:	Providing and fixing of anchor bolts at Tummalapalle Plant area as and when required.
2.	Earnest Money Deposit	:	Nil
3.	Cost of Tender document	:	Nil
4.	Estimated Value of work	:	Rs. 1,46,320.00/- including all taxes
5.	Period of Contract	:	03 (Three) Months from the date of commencement of work.
6.	Starting date for commencement of uploading the Tender document	:	25/05/2022
7.	Last date of uploading & submission of completed bid.	:	15/06/2022 at 11.00 PM
8.	Tender Opening Date (Part - 1)	:	15/06/2022 at 11.30 PM

Full details, terms, conditions & specification of work as well as detailed conditions of tendering shall be available in the above mentioned tender document downloaded from UCIL's website www.ucil.gov.in. Fax, postal or e-mail tenders will not be entertained.

Sealed tenders will be received in the tender box kept in the office of Ch. Manager (E/A/P), UCIL, Tummalapalle, PO:MC Palle, Mandal: Vemula, Dist: YSR Kadapa at the above mentioned address and the same will be opened in the presence of tenderers who may like to be present. The tender cover should be sealed and marked with NIT No., closing date and general description of work tendered for and the part number. Outer sealed cover should be super scribed with NIT No. and general description of the work quoted for; failing which offer will be rejected/not opened.

A. PRE-QUALIFICATION CRITERIA:

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria. PQ criteria cannot be altered at any stage, once it is mentioned in the tender documents.

1) Experience Criteria

Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

- I. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e, **Rs.0.58 Lakhs.**
Or
- II. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e, **Rs. 0.73Lakhs.**
Or
- III. One similar completed works costing not less than the amount equal to 80% of the estimated cost i.e, **Rs.1.17 Lakhs.**

Similar work means “Civil construction works/ structural works.”

The bidder shall submit documentary evidence by way of copies of work order and completion certificates.

2) Financial Criteria

- i. Bidder must have achieved an average minimum financial turnover of **Rs.0.43 Lakh** or more during Last three financial years ending on 31.03.2021 (i.e., FY 2018-19, FY 2019-20& FY 2020-21).

The bidder shall submit documentary evidence by way of copies for FY 2018-19, FY 2019-20& FY 2020-21 audited balance sheet including profit and loss account, necessary undertaking(if any) etc. along with technical bid.

This is a **Public tender, Two parts.**

For Uranium Corporation of India Limited
Sd/-

SECTION-IV**GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR**

- 1.00 **SITE INVESTIGATIONS:-** The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work in general and local conditions.
- 2.00 The information given below is only for the Tenderers guidance and shall not relieve him of the responsibility for having full detailed first hand site investigation of his own before tendering.
- 3.00 **Rates:** The tenderers are required to quote the rates in *duplicate* against all items of the Schedule of Quantities in words and figures clearly; failure in this respect is liable to render the tender incomplete.
- 4.00 The Officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.
- 5.00 The tender form must be filled in English. 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 erasures 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 it invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 6.00 **VALIDITY OF TENDER**
The tenderer shall not be allowed to increase/withdraw his tender within **THREE MONTHS** from the date of opening of tender and if he does so the earnest money deposit may be forfeited.
- 7.00 Language
English shall be the ruling language. All tenders and correspondences shall be in English.
- 8.00 **SUBMISSION OF TENDER**
- 8.01 Tenders to be in two parts.
- 8.02 Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e. (i) Part - I: Technical and (ii) Part - II: Price.
- 8.03 List of documents to be submitted in Part - I (Technical Part):
- (a) Tenderers covering letter.
 - (b) Signed Tender document.
 - (c) PQC documents as per NIT
- 8.04 List of documents to be submitted in Part - II (Price Part):
- (a) Tenderer's covering letter.
 - (b) Schedule of quantities in triplicate duly signed by contractor in all pages in separate envelop.
- 9.00 Personal delivery is recommended. Postal/courier/email delivery is not accepted.
- 10.00 The tenderer shall submit the tender which satisfy each and every condition laid down in the notice, failing which the tender will be liable to be rejected.
- 11.00 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 quoted rates.

SECTION-V
QUALIFICATION OF TENDERERS

Pre-Qualification Criteria (PQC)

The Qualifying Criteria for this tender are as follows. The bids of tenderers which do not fulfil the Qualifying Criteria shall be summarily rejected.

1) Experience Criteria

Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

- I. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e, Rs.0.58 Lakhs.
Or
- II. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e, Rs. 0.73Lakhs.
Or
- III. One similar completed works costing not less than the amount equal to 80% of the estimated cost i.e, Rs.1.17 Lakhs.

Similar work means “Civil construction works/ structural works.”

The bidder shall submit documentary evidence by way of copies of work order and completion certificates.

2) Financial Criteria

- ii. Bidder must have achieved an average minimum financial turnover of Rs.0.43 Lakh or more during Last three financial years ending on 31.03.2021 (i.e., FY 2018-19, FY 2019-20& FY 2020-21).

The bidder shall submit documentary evidence by way of copies for FY 2018-19, FY 2019-20& FY 2020-21 audited balance sheet including profit and loss account, necessary undertaking(if any) etc. along with technical bid.

This is a **Public tender, Two parts.**

Tender can be downloaded from www.ucil.gov.in , the cost of tender fee shall be paid through in the Form of DD drawn in favour of Uranium Corporation of India Limited, payable at State Bank of India, Pulivendula (IFSC:0989) , through any Indian nationalized bank . Documentary evidence regarding tender document fee i.e. scan copy of the same must be uploaded along with part-I in UCIL’s website www.ucil.gov.in. Fax, postal or e-mail tenders will not be entertained.

Tenders received without earnest money are likely to be rejected. Tenderer shall enclose the EMD as specified in NIT page in separate envelope and shall enclose the same in the envelope containing technical proposal. The scan copy of the EMD & Tender fee shall be uploaded at UCIL’s website www.ucil.gov.in. Fax, postal or e-mail tenders will not be entertained.

Tenderers registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of EMD/Tender Fee. The tenderer should enclose an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME and SSI of grant of exemption. PSUs, State Govt. undertaking are exempted from payment of EMD with prior approval of competent authority of UCIL. For exemption for submitting cost of tender fees and /or E.M.D in case of MSME/SSI/NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site, if applicable.

1) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED**Part-I (Technical Part)**

Sl.No	Required documents to be enclosed:	Yes / No	Remarks
1.	Tenderer's covering letter mentioning the acceptance of all terms & conditions of tender document for executing the subject work.		
2.	Payments of Tender fees		
3.	EMD		
4.	Certificate / proof of registration of the firm / company with the Registrar of firm / companies have to be submitted.		
5.	Tender document in original in all respects (scope of work, special conditions, and general conditions of contract, UCIL's labour and safety rules) duly signed and stamped on each page by bidder.		
6.	Photo copies of work orders & completion certificates for similar work for last seven years ending 31 st March, 2021.		
7.	Copies of balance sheet, P&L statement & Income Tax clearance certificate for last three financial years ending 31 st March, 2021.		
8.	Any deviation from the tender shall be clearly mentioned, if any, under the heading "Deviation"		
9.	Copy of PAN Card		
10.	Blank Unpriced schedule		
11.	Any other documents as deemed necessary		

SECTION-VI**CONDITIONS OF TENDERING**

- 1.00 Before submission of the tender, the Tenderers are requested to make themselves fully conversant with the Conditions of Tendering. General Conditions, Special Conditions, Site Conditions, Specifications, Schedules, drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.
- 2.00 It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.
- 3.00 The Tenderer shall submit his tender strictly in accordance with the tender specifications and terms and conditions laid down in the tender document.
- 4.00 Should there be any discrepancy in or any doubt or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer, the Tenderer must set forth in writing such discrepancy, doubt or obscurity, and submit the same in duplicate to *GM(Engg.Serv.)/ Dy Superintendent (Civil)*. Tummalapalle Project so as to reach him **atleast two** days in advance before the date of tender opening mentioned in the NIT for such purpose. The elucidation given by the designated officer shall be final and binding on the Tenderers.
- 5.00 By submitting a tender for the work & Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion of assignment to the entire satisfaction of UCIL.
- 6.00 Tenderers must be submitted on the attached prescribed forms and / or copies thereof. The schedule shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.
- 7.00 **BID SUBMISSION :**

Bidders are advised to visit website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this web site only at <https://ucil.gov.in>.

The following two (2) parts shall be submitted through by the bidders. Last date and time of submission of bid (PART I & II) is on or before due date of opening of Techno-commercial Part-I.

PART-I (Fee details) shall contained the scanned copies of :

- (i) Tender cost fee DD ,if any,
- (ii) EMD in the form of demand draft as applicable as stipulated in NIT.
- (iii) Duly signed unconditional acceptance letter of UCIL's tender condition or Authorization letter/ Undertaking letter.
- (iv) Pre-qualification / techno-Commercial requirements.

The tenderer shall upload the required document after login through digital signature certificate at portal in support of their meeting each criterion mentioned on the portal. Hard copy of application shall not be entertained.

i) List of Documents to be submitted in Part – I (Technical and Commercial part)/ PQC

- a) Tenderer's covering letter (covering letter shall also contain name, Email id, Phone No., Mobile No., residential address and place of business of person or persons submitting the tender etc.)
- b) Document showing deposit of Earnest money
- c) Cost of tender document
- d) Signed NIT tender document

- e) Profit & Loss A/c statement for FY 2018-19, FY 2019-20 & FY 2020-21..audited balance sheet
- f) Documentary proof in support of past experience of the Tenderer in similar nature of job along with Work order & completion Certificates etc.
- g) B l a n k (Un priced) priced bid Performa
- h) Other document as may be required to be submitted along with the tender in accordance with Technical Specification, Special Conditions, Conditions and any other clause of NIT.

Tender Document Any deviation from the tender shall be clearly mentioned in the Part-I (Techno Commercial Bid & EMD) under the heading "Deviation".

8.00 Price Part – (Part-II).

- a) The Tenderers shall upload the schedule of price bid in excel format in Price format. Bidders may please note, the schedule of quantities is attached in the portal. The same price format shall be downloaded and be filled in the editable (un-protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, Name of the bidder etc. Bidders are requested that they should necessarily submit their financial bids in the format provided and no other format is acceptable .If the price bid has been given as standard Price format. Format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the price format open it and complete the un-protected cells with their respective financial quotes and other details (such as name of bidder). No other cells should be changed. Once the details have been completed; the bidder should save it and submit it online without changing the file name. If the Price format is modified by the bidder, the bid will not be uploaded by the server.
- b) Filled in Schedule of quantities with rates for Minimum wages for labours, PF, Bonus, cost of safety appliances, insurance, medical and other miscellaneous overhead expenditures.

Bid Rejection Criteria:

- a) Following bids shall be categorically rejected:
 - i) The bids received after Tender closing date and time.
 - ii) The bids received without Submission of EMD or Tender document fee.
- b) Following may render the bids liable for Rejection.
 - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
 - ii) Bids with technical requirements and or terms not acceptable to UCIL.
 - iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

4. The Bid Security will be forfeited:

- a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified in the tender, or
- b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
- c) If the Bidder furnished fraudulent document/information in their bid.

9.00 **GST:** In case the bidder does not have GST registration, then in the event of award of work, it will have to get itself registered for GST within thirty days of award of work. Otherwise bill would not be processed.

10.00 **Registration for Provident Fund (PF):** In case the bidder does not have Provident Fund registration, then in the event of award of work, it will have to get itself registered for within thirty days of award of work. Otherwise bill would not be processed.

11.00 **Taxes & Duties :-**

TDS FOR INCOME TAX

Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.

GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders have to clearly show the amount of GST separately in the Tax Invoices raised by them.** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, UCIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and UCIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Uranium Corporation India Ltd.
3. **Evaluation of L-1 prices shall be done based on total Quoted price including GST.**
4. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to UCIL.
5. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to UCIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by UCIL in the customized format shared by UCIL in order to enable UCIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable UCIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from UCIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. UCIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

8. All bidders shall maintain high GST compliance rating track record at any given point in time.
9. All bidders shall avail the most beneficial notifications, abatements, exemption etc., if any, as applicable for the supplies under the Goods & Service Tax Act.

12.00 **BANK GUARANTEE:-**

Wherever stipulated should be as per our proforma & issued by “Nationalized Bank/Scheduled Commercial Bank”. All bank charges to be borne by bidder. Bank Guarantee should be automatically extended for validity period in the event of delay in execution of contract.

13.00 **Correspondence**

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

14.00 **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.

15.00 **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.

16.00 **Security regulations**

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.

17.00 **Method of black listing vendors**

- 20.1 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.
- 20.2 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.
- 20.3 Further, the vendor shall be banned from doing any business with the company in case of:
- If security considerations including question of loyalty to the state so warrant.
 - 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.
 - 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.

18.00 **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.

19.00 **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.

20.00 **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.

21.00 **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 : cvo@uraniumcorp.in
--

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 except 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

FORMS

SECTION - VII,

a. DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE

TENDERER/CONTRACTOR

(To be filled-in by the Tenderer/Contractor)

1. Name of the Firm/Company of the Tenderer: _____
2. Name & Address of the Chief Executive/
Chairman and Managing Director of the
firm with Telephone No./ e-mail address : _____
3. Registered Office and Address of the firm
with Telephone No. and Fax No. if any. : _____
4. Address for Correspondence/all
communication with the firm : _____

5. Name, designation, address of the person
authorized to deal with this tender/work : _____
6. Nature of the registration of the firm
Limited Co./Private Ltd./Partnership Co./ : _____
Proprietorship firm
7. Registration No. with date and Registering
Authority : _____

Name of Directors / Partners	Occupation	Address

8. Address of the office/work site of the Tenderer, : _____
nearest to the place of the Work being
tender : _____
9. Particulars about the professional persons employed by the firm:

Name of the professional Persons & Address	Qualification	Experience in No. of years	Nature of experience	Date of Joining

b.

FORM OF TENDER

To
 The Chairman & Managing Director,
 M/s.Uranium Corporation of India Ltd.,
 P.O.Jaduguda Mines,
 Dist. Singhbhum (East),
Jharkhand - 832 102.

Dear Sir,

With reference to the tender invited by you for _____
 _____ I/We have examined special conditions and General Conditions,
 Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We
 hereby offer to execute the whole of the said works in conformity with the same Special Conditions, Articles
 of Agreement, General Conditions, Tender Notice, Specifications and Schedule of Quantities for the sum of
 Rs. _____/- (_____
 _____) at the respective rates mentioned in the Schedule of items.

I/We undertake to complete and deliver the whole lot comprised in the contract within _____
 _____ calender months from the date of commencement of work.

I/We have deposited as Earnest Money a sum of Rs. _____ with
 _____ which amount is not to bear any interest and I/We do
 hereby agree that this sum shall be forfeited by me/us if the event of the Uranium Corporation of India
 Limited 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 the
 Articles of Agreement, this tender together with your written letter of acceptance thereof, shall constitute a
 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: _____

Address: _____

Name of Partners of the Firm:

1. _____
2. _____
3. _____
4. _____

C. Agreement

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ between (hereinafter referred to as the Corporation which expressions shall include its successors and assigns) of the one part and M/s. _____ (hereinafter referred to the other part of

WHEREAS THE Corporation is desirous to have consultancy services for that certain _____ and has accepted a Tender submitted by _____.

NOW THE AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Tender Notice No. _____ Dated _____
 - (b) The Drawings
 - (c) The Tender
 - (d) The General Conditions of Contract
 - (e) The Specifications
 - (f) The Special Conditions
 - (g) The Schedule of items.
 - (h) Design Data and Technical Specifications (if any)
 - (i) General Information and Guidance for Tenderers
 - (j) Any other document specifically mentioned herein as forming a part of the Agreement
3. In consideration of the payment to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Corporation to execute, complete and maintain the work in conformity in all respects with provisions of the Contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the execution; completion and maintenance of the work of contract price at the time and in the manner prescribed the contract.
5. All disputes arising out of or in anyway connected with this Agreement shall deemed to have arisen in HYDERABAD and only competent court in the District Hyderabad/Ranga Reddy shall have jurisdiction to determine the case.
6. You shall provide the guarantee in the agreement that you will be held responsible for the good conduct of labour engaged by you.
7. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR HAND THIS _____, signed by the said M/s Uranium Corporation of India Limited., Tummalapalle Project.

In the presence of
AP)

General Manager (ES

and

SIGNED & DELIVERED for

LTD.

on behalf of URANIUM CORPORATION OF INDIA

- 1)
- 2)

Authorized Signatory of the party with

seal

D. 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 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 Tummalapalle, PO:Mabbuchintalapalle, Distt – YSR (KADAPA), Andhra Pradesh-516349 , 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

SCHEDULE - B**MATERIALS FOR ISSUE TO THE CONTRACTOR**

Sl. No.	Particulars	Rate at which material will be issued		Place of issue
		Unit	Rate (Rs.)	
1	NIL	_____	_____	_____

N.B.: All materials shall have to be procured by the contractor at his own cost.

Signature of
Issuing Officer

Signature of

Contractor

Date : _____

Date : _____

SCHEDULE - D

Sl. No.	Category of Labour	Wage per day	Remarks
1	Skilled/ Semi skilled/ Unskilled Labour	Minimum wages to be paid as fixed by Chief Labour Commissioner (C),New Delhi or Asst.Labour Commissioner, Andhra Pradesh from time to time.	Contractor has to pay minimum wages to the labors.

Signature of Contractor: _____

Date : _____

SCHEDULE - F

1.	Accepting Authority	:	Chairman & Managing Director
2.	Security deposit	:	3 percent
3.	Date of Commencement	:	Date of commence of work will be reckoned 7 days or from the date of issue of work order
4.	Date of Completion	:	03 (Three) months from the date of commencement of work. (Date of commence of work will be reckoned 7 days after issue of written order or from the date of issue of work order).
5.	Agreed Liquidated Damage	:	Nil
6.	Defect Liability Period	:	Nil
7.	Refund of security deposit	:	100% of security deposit will be released after completion period.
8.	Insurance	:	As directed
9.	Authority for appointing Arbitrator	:	Chairman & Managing Director
10.	Accepting Authority	:	Chairman & Managing Director

- OO -

SECTION - VIII**GENERAL CONDITIONS OF CONTRACT**

- 1.00 “C.P.W.D. specification for works/latest IS codes” shall be followed for execution of the work.
- 2.00 **SITE INVESTIGATIONS:** The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work in general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of Labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the site, the formation and conditions of the ground, the character, quality of surface and sub-surface materials to be encountered, including sub-soil water levels, the character of equipments and facilities needed, preliminary to and during the progress of the work or the cost thereof under the contract.
- 3.00 **WATER:** Shall have to be arranged by Contractor at his own cost.
- 4.00 **ELECTRICITY:** UCIL will give necessary power supply on chargeable basis. Required cables, Energy Meter, Switches etc. should be arranged by the contractor at their own cost as directed by Addl.Suptd.(Elect.), Mines, UCIL or his representative. The contractor should ensure proper earthing of the equipment. Charges will be deducted from RA bill.
- 5.00 All tools/tackles/equipments (other than specified for free supply of UCIL) required for the Contractor at his own cost shall arrange execution of work.
STORES TO SUPPLIED: All materials shall have to be procured by the contractor at his/their own cost.
- 6.00 The Contractor has to take all precaution and make necessary arrangements for smooth and safe execution of the stretch of the construction activities during execution of the work. All related arrangements like providing barriers, danger signals, etc. as considered necessary, shall be made by the Contractor at his own cost during the entire execution of work and Contractor shall be solely and fully held responsible for resulting any untoward incident for not having taken adequate precautions for safe execution of the construction activities during and after the working hours.
- 7.00 Contractor will have to follow: - The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970, EPF and MP Act, 1952 and Rules framed thereunder, if applicable to him/them.
- 8.00 **GOVERNMENT LABOUR ACT:** The Contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer’s Security, Insurance, will have to be made by the Contractor at his own cost.
- 9.00 **CONTRACT LABOUR ACT:** According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract (Regulation & Abolition) General Rules, 1971, Contractors engaging 20 or more contract labour on any day are required to obtain the license from the Regional Labour Commissioner. In the event of the breach of the aforesaid condition, the Contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.
- 10.00 Labour Acts & Rules :- The contractor shall (in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made thereunder in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.
- i) Workmen Compensation Act-1923,
 - ii) Payment of wages Act-1936
 - iii) Employees Liability Act,1938
 - iv) Industrial Dispute Act,1947
 - v) Minimum Wages Act,1948
 - vi) Employees State Insurance Act,1948
 - vii) Mines Act, 1952
 - viii) EPF & MP Act, 1952
 - ix) Maternity Benefit Act,1961
 - x) Contract Labour (Regulations & Abolition) Act, 1970

- xi) Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
 - xii) All statutory provisions of Atomic Energy Regulatory Board 16.
- 11.00 Contractor shall have to payment the labour wages through Bank Account and submit the documentary proof for the same at the time of raising of RA bills with wage slip.
- 12.00 Monthly RA bill to be paid based on work progress. Before submission of RA bill contractor should make wages, EPF, Bonus to the workers deployed by him. Otherwise bill will not be processed.
- 13.00 All the contractors shall have Provident Fund Code Number. The workers deployed by the sub-contractor are enrolled as members of Provident Fund and should be given the Universal Accounts Number (UAN).
- 14.00 Final Bill of the Contractor shall be cleared only on furnishing of necessary proof as required, for having complied with all statutory provisions in this regard.
- 15.00 **Escalation: No escalation will be paid for this work.**
- 16.00 Contractor must ensure that workman/staff engaged by him for execution of work are personally known to him and any misconduct on the part of labour/staff engaged, Contractor shall be held responsible.
- 17.00 If the tenders cannot be opened on the notified date and time as per the tender notice due to natural calamity, civil commotion, floods, strikes or any other unavoidable circumstances, this will be opened on a subsequent date, which shall be notified to the tenderers by the Corporation.
- 18.00 Canvassing in any form shall be prohibited and the tender shall be rejected, if the tenderer indulges in the same.
- 19.00 All the pages of Tender documents has to be signed with seal of the firm/Agency by the tenderer as token of acceptance of the same without which tenders are likely to be rejected.
- 20.00 Transfer of tender documents, purchased by the tenderer to another, is not permitted and tender submitted on the tender document purchased by any other party, shall be rejected.
- 21.00 The Contractor shall execute the agreement with the Corporation in the proforma approved by the Corporation for the execution of the Work, within one month or as directed from the date of issue of letter of intent/work order on non judicial stamp paper of requisite value, which shall be provided by the Contractor at his own cost.
- 22.00 The Corporation may for any reason ask the Contractor to suspend the work fully or partially and the Contractor shall comply with same without having any claim whatsoever, for suspension.
- 23.00 The period of contract stipulated in the agreement for the awarded quantity may be extended for execution of the work beyond the awarded period, at the awarded rate/rates at the discretion of the Corporation. This shall however be without prejudice to the right of the Corporation to impose penalty as stipulated in General Terms and Conditions of the Contract.
- 24.00 The Corporation shall have the right to give any instruction to the Contractor necessary for the safe and orderly execution of the work and/or forthwith remedy/modify remove/stop any work matter/practice considered pre-judicial to the interest of the public for which no specific provision has been made in these terms and conditions and the Contractor shall be obliged to comply with the same without any claim for compensation for the same.
- 25.00 The Corporation shall have full right to deduct any excess payment/penalties/claims/dues/taxes/levies etc. deductible/recoverable from the Contractor as per the terms and conditions of the contract or as provided in law from the bills or security deposit of the Contractor and/or from any amount payable to him against this contract or any other contract with the Corporation.
- 26.00 The Contractor shall not engage any person of less than 18 year of age and females as required by relevant law.
- 27.00 The Contractor shall prepare the wages sheet for his employees in duplicate. A copy shall be regularly submitted to the Engineer-in-charge.
- 28.00 In the case of any danger accident in the course of execution of the work the Contractor shall take immediate steps in his own or as directed by the Corporation or statutory authority to remove the danger and ensure safety of employees of the Contractor or Corporation.

- 29.00 In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contained herein, the decision of the competent authority shall be final and binding on the Contractor.
- 30.00 The Contractor shall familiarize himself and fully comply with the provision of all the Acts./Rules/Regulations/Bye-laws and orders of the local authority/Municipality/State Govt./Central Govt. applicable to the work e.g. Mines Act, Workmen's Compensation Act, Contract Labour Act (Regulation & Abolition), etc. and shall be fully responsible and liable for due observance of the same. The Corporation shall have no responsibility/liability whatsoever on these accounts.
- 31.00 In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the Contractor or his employee or any accident involving the employees/equipments of the Contractor or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any act/rules/regulations/bye-laws/orders by the Contractor the Contractor shall have full responsibility and liability for the same and the Corporation shall stand fully indemnified by the Contractor against all such claims.
- 32.00 If the Corporation suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property due to any failure on the part of the Contractors representative/employees or from the equipments of the Contractor, the value of the same as assessed by the Corporation shall be recovered from the Contractor's bill/Security Deposit. The decision of the Corporation on this regard shall be final and binding on the Contractor.
- 33.00 The Corporation shall have the right to award damage on the Contractor subject to maximum of 10% of the value of work for any default, irregularity, breach of terms and conditions, refusal to comply/non-compliance of the instructions etc. for which no specific penal provision has been made in these terms and conditions and decision of the competent authority in this regard shall be final and binding on the Contractor. This will be in addition to the right of the Corporation to terminate the contract in the above eventualities.
- (a) The Contractor shall post adequate no. of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the Contractor and a copy of the same be furnished to the Engineer-in-charge.
- (b) The Contractor shall issue Identity Card/Employment Card to each employee with photograph duly attested by him which the employee shall always carry with him while on work and produce for inspection whenever required.
- 34.00 The Engineer-in-charge shall have the authority to ask for the immediate removal of any employees of the Contractor from the site for any reason and Contractor or his authorized representative shall be bound to comply with the instructions in this regard or else the contract may be terminated.
- (a) In case of any accident to any employee of the Contractor arising out of any reason in the course of employment, the Contractor shall be liable to pay full compensation under the workmen's compensation Act 1923 or any amendment thereof. The Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard.

The Contractor may also be called upon by the Corporation to pay funeral expenses and/or any other exgratia amount to the dependent(s) of the deceased employee as payable in the case of Company's employees.

- (b) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor's bills/dues/security deposit.

- 35.00 The employees of the Contractor shall at no stage during the execution or after the termination of the Contractor have any claim whatsoever for employment with the Corporation and the Corporation shall have no obligation/liability whatsoever to take into employment any employees of the Contractor on any ground whatsoever.
- 36.00 The Contractor shall comply with the provisions of Mines Act/Regulations Rules / applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the Corporation or statutory authorities to ensure the safety of the employees/equipments deployed by him at his own cost.
- 37.00 The Corporation may terminate the contract by giving 30 days notice without assigning any reasons whatsoever for the same.
- 38.00 Without prejudice to the right of the Corporation as contained in clause - 35 above, the contract may be terminated partly or fully and security deposit forfeited at the direction of the Corporation without any notice to the Contractor in the following eventualities.
- (a) If the work is not progressing to the satisfaction of Corporation.
 - (b) Pertaining to the safety or satisfactory execution of the work, breach of any terms and conditions of the contract or violation of any statutory Act / Regulations/Rules Bye-laws/orders by the Contractor.
 - (c) Stoppage of work on his own accord or unsatisfactory performance by the Contractor, Assessment of the Competent Authority in this regard shall be final.
 - (d) Offering or giving or agreeing to give any person in the Corporation's service or to any other persons on his behalf, or any gift or consideration or any kind of inducement or reward for doing or for bearing to do or having done or having forborne to do any act on relation to obtaining of execution of this or any other contract from the Corporation.
 - (e) If the Contractor is declared insolvent or the firm/company goes into liquidation.
 - (f) If the Contractor/assigns/transfer/sublets or attempts to assign/transfer/ sublet the entire work or any portion thereof.
 - (g) If it is found that the Contractor has not been complying with the rules, regulations and statutory obligations pertinent to his force. The decision of the competent authority in this regard shall be final.
 - (h) If the Contractor indulges in any corrupt practice/illegal activity/ irregularity/misconduct.
 - (i) If it comes to the notice of the competent authority that the Contractor has engaged any bonded labour.
 - (j) For any other reasons which the Corporation considers prejudicial to its own interest or to the interest of the public.
- 39.00 In the event of termination of contract under clause – 5.35 above the Corporation shall have the right to get the balance work executed by engaging any alternative agency/agencies or incurring expenditure and recover from the Contractor the said expenses/extra expenses incurred in this regard.
- 40.00 After termination of contract the work executed by the Contractor shall be jointly measured. In case, the Contractor or his representative does not attend the joint measurement in spite of being notified in this regard, such measurement shall be carried out by the Corporation on it's own and the measurement so arrived shall be final and binding on the Contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of all penalties/recoveries etc.
- 41.00 The Contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of Safety Officer of UCIL from time to time.
- 42.00 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.
- 43.00 The quantum of work as stipulated in the tender and the work order should be completed within the time stipulated. For delay in completion of work the Contractor will be fully responsible and the Corporation shall have the right to get the balance work left over after expiry of the stipulated time completed through other party(s) and the expenditure involved shall be recoverable from the Contractor. In the event of failure of Contractor to carry out the work within the prescribed time and in the manner as per advise of Corporation representative the Contractor shall be responsible for the extra expenditure incurred by the Corporation who shall have the right to get the balance work done through any other party at the Contactor's risk and responsibility and cost. Such recovery shall be made by the Corporation from any payment due to the Contractor for this or other works.
- 44.00 The Contractor shall give an undertaking in writing indemnifying the Corporation against all risks and liabilities whatsoever arising out of accident etc. during the course of execution of work. Further the Contractor shall indemnify (UCIL) against payment of compensation, levies etc. arising there from, under the Central or Stage Government Rules/Orders on the subject as amended from time to time during the entire period of execution of the work and the Corporation shall have no liability/responsibility on this account.
- 45.00 Working Hours:-From 8.00 A.M. to 5.00 P.M. on all working day(s) (excluding Sunday & Holidays). However, contractor shall be allowed to work beyond 5.00 P.M. or round the clock on working days or on Sunday & holidays depending upon the urgency but only after obtaining permission from the Engineer-In charge, UCIL. For this contractor shall submit a letter in duplicate for permission to work beyond normal working hours. No extra claims shall be entertained for working beyond normal duty hours in such urgency.
- 46.00 Completion Period: 03(Three) months from the date of commencement of work. (Date of commence of work will be reckoned 7 days after issue of written order or from the date of issue of work order).
- 47.00 Temporary Gate Pass issued for Contractor's workman during the execution of work, shall have to be surrendered with SPF authorities on completion of work. Contractor's Supervisor shall be responsible for collecting workman's gate pass every evening at the end of day's work, to prevent the scope of loss of Gate Pass. On completion of work, clearance certificate shall be obtained by Contractor from A.C, SPF, UCIL regarding handing over of the expired as well as valid Gate Pass issued in the name of Contractor's workman.
- 48.00 **Headings 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.
- 49.00 **Definitions**
- (a) The Owner / Corporation / Client / Company /Employer / Purchaser shall mean Uranium Corporation of India Ltd. (UCIL), having its Regd. 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'.
- (a) 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 with appendices and any special conditions, the specifications, 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.
- (b) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons

composing such firm or company as the case may be and permitted assigns of such individual or firm or company.

- (c) 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 work arrived at after multiplying of the quantities shown in Schedule of Quantities by the Item Rate quoted by the tenderer or as finally accepted for the various items.
- (d) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 'Engineers-in-charge' shall mean the Engineering Officer appointed by the undertaking or his duly authorized representative who shall direct, supervise and be-in charge of the works for purpose of this contract.
- (e) 'Excepted Risks' are risk due to riots (otherwise than among Contractor's Employee) and civil commotion (in so far as both these are uninsurable), war (whether declare or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other cause over which the Contractor has no control and accepted as such by the Accepting Authority.
- (f) '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 'RF' to cover all over-heads and profit.
- (g) 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 amendment there to issued from time to time.
- (h) The 'Site shall mean the lands and/or other places on, under in or through which the work is to be executed under the contract including any the lands of places which may be allotted by the Corporation's or used for the purposes of the contract.
- (i) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of works.
- (j) 'Urgent Works' shall mean any urgent measures, which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.
- (k) A "Week" shall mean seven days without regard to the number of hours worked any day in that week.
- (l) The 'Work' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

50.00

Work 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 description 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 labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

51.00 **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-soil (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 and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

52.00 **Sufficiency to 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, 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 the 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 operation's connected with the work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever.

53.00 **Discrepancies and Adjustment of Errors**

The Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

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.
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 therein according to drawings and specifications or from any of his obligations under Contract.
3. If on check there are found to be differences 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) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totaling in the amount column and carrying forward totals shall be corrected
 - (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General summary and the tendered sums amended accordingly. The tendered sum so allotted shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General summary by the tenderer shall be ignored.

54.00 **Security Deposit**

The Contractor shall permit the Corporation at the time or making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 03% on the gross amount of bill till the sums and deducted amount to the figure shown in Schedule-F.

- (a) 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 the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason 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.
- (b) **Refund of Security Deposit:** 100% of security deposit will be released after completion period.

55.00 **Deviation/Variation Extent & Pricing**

The Engineer-in-charge shall have power (i) to make alteration in omissions from, addition to, or substitution for the original specifications, drawings, designs 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 substitution 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 works, except as hereinafter provided. Works, which radically changes the original nature of the contract, Contractor shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid thereof shall be resolved in manner described hereunder.

56.00 The time or 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; pls.
- (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.
Rates or such additional altered or substituted work shall be determined by the Engineer-in-charge as follow:-
- (i) If the rate for additional, alter or substituted item of work 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 or the same item on work in the other Schedule of Quantities.
- (ii) If the rate for any altered, additional or substituted item or work is not specified in the Schedule of Quantities the rate for that item shall be derived from the rate or 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 of quantities from that part of the Contractor, the rate shall be derived from the nearest similar item in other Schedule of Quantities.
- (iii) If the rate from any additional, altered or substantial item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates current rate then, plus/minus the

percentage by which the tendered amount of work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Measurement Contracts based on item rates or Lump-sum contracts based on Bills or 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 or 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 proposed 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. will be produced by the Contractor to the Engineer-in-charge.

57.00 **Suspension of Works**

The Contractor shall on receipt of the order in writing off the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any 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 work or part thereof

58.00 **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 within 10days 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 earlier. 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.

- 59.00 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 delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.
- 60.00 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 request by the Engineer-in-charge.
- 61.00 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.
- 62.00 The Contractor requires 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.
- 63.00 The period of hire will be reckoned from the commencement of the day of issue upto the end of the day 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 it was issued.
- 64.00 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar'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 Engineer-in-charge unless such damage is caused because of negligence or crew provided by the Corporation.
- 65.00 The Corporation gives 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 the performance of Corporation's T & P was not upto Contractor's expectation.
- 66.00 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 work or earlier on termination of the hire by the Corporation. Engineer-in-charge shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise 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.
- 67.00 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.

68.00 **MATERIALS**

- 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
- a.1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the relevant Indian standard and the Contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- 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 and intimate to the Contractor in writing whether samples are approved by him or not, If sample 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.

- a.3. The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to 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 be at liberty to have them removed by other means. 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 means. All cost, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 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 alleged patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
- 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 paid being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the tender.
- a.5. All charges on account of Octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- a.6. The Engineer-in-charge shall be entitled to have test carried out for any materials supplied by the Contractor other than these 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.

69.00 **Delay in Obtaining Materials by the Corporation**

- a) Materials to be supplied by the Corporation are shown in Schedule-B, which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- b) 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 on payment before the materials are issued to the Contractor.
- c) For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give a reasonable notice in writing to his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be set off or deducted, as and when materials are consumed in items or work for which payment is being made to the Contractor, from any sums then due or which payment is being made to the Contractor, from any sums then due or which may after become due or which may after become due to the Contractor, 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, certify that balance of materials supplied is available at site.
- d) The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary incorporating of fixing materials in the works including all preparatory work of whatsoever description as may be required.
- e) All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall on completion or on foreclosure of the work be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/or waste. If the Contractor is require 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 transpiration 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.

- f) Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding these at which these were originally issued to him after taking into consideration any deterioration of damage, which may have been caused to the said materials list in the custody of the Contractor.
- g) If on completion of works the Contractor fails to return surplus materials out of these 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 to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rate.
- h) 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 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.

70.00 **GENERAL**

- a) Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at place approved by the Engineer-in-charge Storage and safe custody of materials shall be the responsibility of the Contractor.
- b) Corporation's official concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or work shop or other places where such materials are assembled, fabricated, manufactured, obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- c) Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed of 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 the all surplus materials originally supplied to him as per stipulation in the contract.

71.00 **LABOUR**

LABOUR LAWS

- 1.1 Contractor shall be solely responsible for strictly following all labour laws, Industrial Laws, Factories Act and such other Laws which are applicable from time to time including but not limited to the notification, amendments or additions which are made to these laws during the period of contract. The Contractor shall also be responsible for various levies of State Government, Government of India or any statutory bodies.
- 1.2 The contractor shall have to, at his own expense, comply with labour laws and shall indemnify the Corporation against any payment to be made under and for observance of all Labour Laws and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 1.3 Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to:

DOCUMENTS REQUIRED BEFORE START OF WORK

- 2.1 The contractor shall submit following documents to personnel dept. of UCIL before commencement of the job.
 - a) Copy of Work order
 - b) Copy of the document showing legal status of the firm.
 - c) Copy of the document showing allotment of PF Code No. by RPFC office.
 - d) Copy of receipt / cover note / Employee Compensation Insurance policy obtained to cover the liabilities under the provisions of Workman Compensation Act, 1923.
 - e) Copy of Commencement Notice in FORM-VII as per CL (R&A) Act, 1970.
 - f) Copy of Labour License, if applicable.
 - g) Application for issuance of gate pass.

2.2 After verification of above stated documents Gate Pass/Entry Permits for the contract labours will be issued by security department to the contractor.

3. LABOUR REGISTERS AND RECORDS

3.1 The contractor shall maintain various labour Registers and Records as required under various Labour and Industrial Laws as under, but not limited to:

- a) The Mines Act, 1952 and Mines Rules, 1955
- b) The Factories Act, 1948
- c) Atomic Energy Act, 1962 and Atomic Energy (Factories) Rules, 1996
- d) The Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules, 1950
- e) The Payment of Wages Act, 1936 and Payment of Wages (Mines) Rules, 1956
- f) Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971
- g) Employee's Compensation Act, 1923 and Rules therein.
- h) The Employees Provident Funds and Miscellaneous Provisions Act, 1952
- i) Industrial Disputes Act, 1947
- j) The Payment of Bonus Act, 1965
- k) Employees State Insurance Act 1948 l) Maternity Benefit Act, 1961
- m) Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980
- n) Equal Remuneration Act, 1976 and Rules, 1976
- o) Payment of Gratuity Act, 1972
- p) Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017
- q) Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017

3.2 The contractor shall produce labour records before Labour Inspector/Company Welfare officer/Engineer/Officer-In-charge whenever required and asked for verification. In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under/amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach 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.

3.3 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer/Officer-in-charge. The Contractor shall furnish to the Engineer/Officer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer/Officer-in-charge or to the officer so nominated.

3.4 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer/Officer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer/Officer-in-charge misconducts himself or 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/Officer-in-charge.

3.5 The contractor shall not employ any contract labour who is below 18 years Age.

3.6 Female workers shall be allowed to work only during the day hours i.e. 06.00 Hrs to 19.00 Hrs.

3.7 The Officer-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 non fulfillment to the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made for his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

3.8 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.

3.9 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made there under/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 Corporation a sum not exceeding liabilities for such defaults including liquidated damaged 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.

3.10 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules, the company shall have the right to terminate the contract without any notice.

4. PAYMENT OF WAGES TO EMPLOYEES

4.1. The Contractor shall pay the wages to the labours employed by him not less than applicable 'Minimum Wages' as defined under The Minimum Wages Act, 1948 and with Minimum Wages (Central) Rules, 1950. The applicable minimum wages will be as notified by Asstt. Labour Commissioner (Central) or State labour Commissioner, 'whichever is higher' for the given period.

4.2. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

4.3. All wages shall be paid the wages in the bank account of the employee. The contractor shall take the acknowledgement from the labours/employees towards receipt of wages and also maintain and produce Bank Transaction details regarding payment of wages through Bank account of the employee.

4.4. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of the Seventh day and in other cases before the expiry of Tenth day after the last day of the wage period in respect of which the wages are payable.

4.5. The Engineer/Officer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Act.

4.6. Wage slip in the required form should be provided to each labour at least a day prior to the disbursement of wages.

4.7. Note: - Two copies of wage slip to be prepared i.e one for individual labour and another for own record.

4.8. The contractor shall fix wage period like daily/monthly/fortnightly in respect of which wages shall be payable. No wage period shall exceed one month. A 'Notice' showing the rates of wages, hours of work, wage periods, dates of payment of wages, names and addresses of the inspectors having jurisdiction, and date of payment of unpaid wages, and an abstract of the Act and rules shall be displayed in English and in Hindi and in the local language understood by the majority of the workers in conspicuous places at the establishment and the work – site by the contractor, as the case may be.

4.9. Where the employment of any employee is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

4.10. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

4.11. Wages due to every worker shall be paid to him or to other person authorized by him in this behalf.

4.12. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages.

5. BENEFITS TO LABOUR UNDER VARIOUS LABOUR LAWS The contractor shall be responsible and liable to extend several benefits to the employed labour during the contract period. Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to:

5.1 Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971

a) If applicable, necessary Labour License shall be obtained by the contractor for the workman engaged at site at his own cost. The Labour License shall be required to be obtained 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 commence the work.

b) It is mandatory for the contractor to upload a Unified Annual Return on the web portal of the Ministry of Labour and Employment on or before the 1st day of February following the close of the year to which it relates.

c) The Contractor shall provide various welfare and health amenities namely canteens, rest rooms, sufficient supply of wholesome drinking water, a sufficient number of latrines and urinals, washing facilities and first-aid facilities to the employed contract labours as provisioned in Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971.

5.2 Employees Provident Funds and Miscellaneous Provisions Act, 1952

a) Provident Fund Code Number: The contractor shall be required to obtain a Provident Fund Code Number and shall ensure that any sub-contractor engaged on his/her behalf shall also have Provident Fund Code Number.

b) All the workers deployed by the contractor or sub-contractor shall be required to enrolled as members of Provident Fund and be assigned the Universal Account Number (UAN) except those who are excluded from the applicability of the said Act. The contractor shall be required to submit details of contributions remitted to EPF account of each employee while putting monthly/running bills.

c) The contractor shall be required to submit proof for payments made towards remittance of EPF contributions iro workers employed for a given period.

d) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for EPF and the due contributions have been credited into their accounts (UANs).

5.3 Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 a) In case of engaged five or more Inter – State migrant workmen (all engaged labours except who is employed mainly in a managerial or administrative capacity and supervisory capacity workmen) on any day of the preceding twelve months, A license of Inter – State migrant issued by Assistant Labour Commissioner (Central) should be provided to Personnel Office.

b) The contractor shall also be required to comply with the provisions for payment of various allowances viz. displacement allowance, return journey allowance, etc. and all other provisions of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980, as applicable from time to time.

c) In case of non-applicability of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 the contractor shall be required to submit an undertaking/certificate to the effect that Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 are not applicable to him for the reasons thereof.

5.4 The Factories Act, 1948

a) The Contractor shall grant and pay paid leaves to the employed workers as per the provisions of the Factories Act, 1948 and Factories Rules.

b) The Contractor shall ensure required safety precautions and provide safety and health appliances to the employed contract labours as provisioned in the Factories Act, 1948 and Factories Rules.

5.5 The Mines Act, 1952 and Mines Rules, 1955 All the labour deployed by the contractor for working in mine must undergo vocational training, initial medical examination & PME, etc as provided under ‘Mines Act, 1952 and Mines Rules, 1955’.

5.6 Employee’s Compensation Act, 1923 and Rules therein.
a) The Contractor shall obtain necessary ‘Employees Compensation Insurance Policy’ which covers Liability of the Insured employees under ‘Employee’s Compensation Act, 1923’ and subsequent amendments and Rules therein, applicable for the whole contract period.

b) No employee of the Contractor shall be allowed to enter into work premises without obtaining necessary ‘Employees Compensation Insurance Policy’ as above.

c) In case of any accident to any employee of the Contractor arising out of any reason in the course of employment, the Contractor shall be liable to pay full compensation under the ‘Employee compensation Act 1923’ and amendments from time to time. The Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard. The Contractor

may also be called upon by the Corporation to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee as payable in the case of Company's employees.

d) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor's bills/dues/security deposit.

5.7 Maternity Benefit Act, 1961

a) The Contractor shall grant and pay maternity benefits to the eligible female employees as per the provisions of Maternity Benefit Act, 1961 and amendments from time to time.

5.8 Employees State Insurance Act 1948

a) Since UCIL Tummalapalle area comes under the coverage of ESIC the provisions of Employees State Insurance Act, 1948 are applicable to the employees working at UCIL premises.

b) The Contractor shall therefore required 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 '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 Officer-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.

c) The contractor shall enroll all the workers deployed by him/her or the sub-contractor as members of ESI Scheme except those who are excluded from the applicability of the said Act. The contractor shall be required to submit details of contributions remitted to ESI account of each employee while putting monthly/running bills.

d) The contractor shall be required to submit proof for payments made towards remittance of ESI contributions iro workers employed for a given period.

e) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for ESI and the due contributions have been credited into their accounts.

5.9 Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017

a) The contractor shall be required to maintain Registers, Forms and Reports under various Labour Laws Rules.

5.10 The Payment of Bonus Act, 1965

a) The Contractor shall pay bonus to the eligible employees in accordance with provisions of Payment of Bonus Act, 1965. He shall keep and maintain registers and records as prescribed under Payment of Bonus Act and shall produce before Engineer/Officer-In charge or Welfare officer as and when asked for inspection.

5.11 The payment of Gratuity Act, 1972

a) The Contractor shall pay gratuity to his eligible employees in accordance with provisions of Payment of Gratuity Act. He shall keep and maintain registers as prescribed under payment of Gratuity Act and shall produce before authorised officers of the Company as and when asked for inspection.

5.12 Industrial Disputes Act, 1947

a) The Contractor shall provide retrenchment benefits, Notice pay and other liabilities as per Industrial Disputes Act.

6. LABOUR WELFARE

6.1 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/Officer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

6.2 Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating the report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages for each default on materially incorrect statement or reports from the Engineer/Officer-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.

7. USE OF LAND AND PROPERTY OWNED BY UCIL

7.1 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer/Officer-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/Officer-incharge at Site and the Contractor shall on no account be allowed to extent him operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall bear a license subject to the following and such other terms and conditions as may be imposed by the license :-

a) that he shall pay a nominal license fee for use and occupation, in respect of each and every separate area of land allotted to him,

b) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,

c) that the contractor shall be liable to vacate the land on demand by the Engineer/Officerin-charge,

d) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer/Officer-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 contrary.

7.2 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer/Officer-in-charge and make good all damage done to the site.

8. LOCAL BODIES

8.1 Notice of 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 authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer/Officer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer/Officer-in-charge's instructions thereon.

8.2 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 Bye-laws of any local authority in respect of the works.

CHECK LIST

- # Name of contractor:
 # Name of work:
 # Work order details:
 # Bill details

SL	DOCUMENTS REQUIRED	REERENCE	COMPLIANCE	REMARKS
1	Contract Labour Act			
	Copy of Work order			
	Application for Gate pass			
	Details of employees	Full details with Age and Gender		
	Copy of Labour license	For 20 and more employees		
	Copy of FORM VII	Work commncement / Completion notice		
2	Min Wages Act			
	Payment of Arrears (if any)	From.....To.....		
	Copy of FORM XI	Wage slip		
3	Payment of Wages Act			
	Certified Bank statement for wages paid (Bank Transaction details)			
	Copy of 'Acknowledgement' of wages by labours			
	Payment certification by work In-charge			
4	ESI Act	10 or More employees; max 21,000/- wages		
	Proof of Establishment ESI Code			
	Certified copy of ESI paid Challan			
	Proof of monthly ESI payments			
	Undertaking from the contractor regarding contributions made			
5	Employee Compensation Act			
	EC Insurance Policy	For actual no of labrs [Above 8000 salary]		
6	EPF Act	Every employee; Max 15,000/- wages		
	Proof of Establishment PF Code			
	Certified copy of PF Challan (ECR)			
	Proof of monthly EPF payments made			
	Undertaking from the contractor regarding contributions made			
7	Ease of compliance Rules 2017			
	FORM A (PART-A)	Employee Register for all Establishments		
	FORM A (PART-B)	Employee Register for Mines		
	FORM B	Wage Register & OT		
	FORM C	Fine/Adv/Damage/Loss/Deductions		

	FORM D	Mustor Roll Register		
	FORM E	Rest/Leave/Leave Wages Register		
8	Inter-state Migrant wrkm Act			
	Copy of ISMW Labour license	More than 5 ISM employees		
	FORM X	Report abt recruitment of migrant wrkmen		
	FORM XV	Displacement/Outward jrny allwnc		
	FORM XVI	Return Journey allowance paid		
	Undertaking from the contractor if Act is not applicable			
9	Payment of Bonus Act			
	FORM C	Bonus payments (To be paid before Nov)		
	FORM D	Annual Return (To be sent before Dec)		
10	Payment of Gratuity			
	FORM L	Notice for payment of Grty (When admissible)		
	FORM M	Notice for non-payment of Grty (When not admissible)		
11	For Final Bills			
	All above in original			
	Work Completion Certificate			
	Proof for Retrenchment Benefits paid			
	No demand certificate from section			
12	Unified Annual Labour Return			
	Proof	To be filed latest by 1st Feb every year		

72.00

Model Rules for Labour Welfare

- a) 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-charges shall be entitled to do 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 accident and to grant maternity benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidation damages an amount not exceeding Rs.50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- b) The Contractor shall not be permitted to enter (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 indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extent his operations beyond these areas.

In respect of any land allotted to the Contractor for purposes of or in connection with the contract, the Contractor shall be a license subject to the following and such other terms and conditions as may be imposed by the licensor:-

- c) 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;
- d) that such use or occupation shall not confer any right of tenancy of the land to the Contractor;
- e) That the Contractor shall be liable to vacate the land on demand by the Engineer- in-charge.
- f) 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 structures he shall have to demolish and clear the same before handing over the completed work unless agreed to the Contractor.
- g) The Contractor shall provide, if necessary or if required on the site, all temporary access, there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

73.00

Setting out the works

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all labour and setting out the works and 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 the cost or rectification shall be borne by the Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability period unless the Engineer-in-charge directs their earlier removal.

74.00

Site Drainage

All water, which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer-in-Charge at the Contractor's expense.

75.00

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 or inconvenience to owner, tenants or the Corporation and shall be disposed of as asked by the Engineer-in-charge.

76.00

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.

77.00

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 article 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.

78.00

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 one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

79.00

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 public.

80.00

Contractor's supervision – Site Supervision Staff

The Contractor shall engage and keep at site, qualified technical staff/Engineer with necessary supporting supervisory staff or 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.

81.00 **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.

82.00 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 foundations before permanent work is place thereon. The Contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless considered it unnecessary and advices the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. 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.

83.00 Corporation officer concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

84.00 **Duties and Powers of Engineer-in-charge's Representative**

The duties of the Representatives 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 works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

- a) 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 Contractor 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.
- b) Failure of the Representatives of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- c) If the Contractor shall be dis-satisfied 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.

85.00 **Removal of Workman**

The Contractor shall employ in and about the execution of the works only 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 to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not he again employed upon the works without permission of the Engineer-in-charge.

86.00 **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 reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out 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 openings in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

87.00 **Working during Night or on Sundays and Holidays**

Subject to any provision 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 Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.

88.00 **Completion Certificate**

As soon as the work is completed, 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 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 certificate for such items or groups of items. No certificate of completion shall be issued, until 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 for the workmen and cleared all dirt from all parts of building (s) in, upon or about which work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastening leveled keys clearly and handed them over to 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 scaffolding, 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 or such disposal as aforesaid, the Contractor shall furnish on demand pay such excess.

89.00 If at any time before completion of the entire work, items of 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 take possession of any part or parts of same (any such part being hereinafter in this conditions referred to as the relevant part) then not with-standing anything expressed or implied elsewhere to this contract.

- (a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in Condition 32 (01) 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 Contractor as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

90.00 **Compensation for Delay**

- I. If the Contractor fails to maintain the required progress in terms of the condition of this contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such similar amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered

- | | |
|--|----------------------|
| (a) Completion period (as originally stipulated) : | @ 1 percent per week |
| not exceeding 6 months | |
| (b) Completion period (as originally stipulated) : | @ ½ percent per week |
| Exceeding 6 months and not exceeding 2 years | |
| (c) Completion period (as originally stipulated) : | @ ¼ percent per week |
| Exceeding 2 years | |

- 91.00 Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the contract value of the item or group of items of work for which a separate period of completion is given.

- | | |
|--|-------------|
| (a) Completion period (as originally stipulated) : | 10 percent |
| not exceeding 6 months | |
| (b) Completion period (as originally stipulated) : | 7 ½ percent |
| Exceeding 6 months and not exceeding 2 years | |
| (c) Completion period (as originally stipulated) : | 5 percent |
| Exceeding 2 years | |

- i. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.

92.00 **A) Defects Liability Period (Nil)**

From the date of handing over the site by Contractor after his rectifying all defects pointed out during joint inspection on virtual completion of the work. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize, loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen 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, the works and all Corporations T & P shall be in good order and conditions and in conformity in every respect with the requirements of contract and instructions of the Engineer-in-charge.

- 93.00 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 of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names of the Corporation and the Contractor. The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurance 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 rebuilding or replacement or repair 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 work and/or goods destroyed or damaged as the case may be.
- 94.00 If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the contract in favour of the Corporation; provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this contract the same may be recovered by the Contractor directly from the insurers.
- 95.00 Where the Corporation building or a part thereof is rented by the contract 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.
- 96.00 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, costs, charges 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 Expected Risks.
- 97.00 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 the Maternity Benefit Act, 1961 or any modification thereof any other persons in or about the works, whether in the employment of 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 sum or sums which may with the consent of Contractor be paid to compromise or compound any such claim. Without limiting his 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 thereof.
- 98.00 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- 99.00 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 completion of work.
- 100.00 The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractor (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.
- 101.00 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 premium 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.
- 102.00 **Facilities to other Contractors**
The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable or 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 of any work not included in the Contract or of any Contract which the corporation may enter into in connection with or ancillary to the works.
- 103.00 **Notice of 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 of any regulation or Bye-

laws of any local authority 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.

- i. 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 Bye-laws of any local authority in respect of the works.
- 104.00 **Sub-Contracts.**
The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
- 105.00 **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 the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 106.00 All instruction, 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.
- 107.00 The Contractor or his Agent shall be in attendance at the site/sites during all working hours and shall superintend the execution of 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 given to the Contractor himself.
- 108.00 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a works site order Book 'maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall conform receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
- 109.00 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 and hence not require the whole or any part other the works 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 which he might have derived in consequence of the foreclosure of the whole or part of the works.
- 113.01 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 supplies (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 while in the custody of the Contractor.
 - (ii) For Contractor's materials not retained by the Corporation, reasonable cost of transporting 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 tendered 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 while 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.
- 113.02 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.

110.00 **Termination of Contract for Death**

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

111.00 **Cancellation of Contract in full or part**

If the Contractor:

- (a) At any time makes default in proceeding with the works with due diligence and continue to do so after a notice in writing of 7 days from the Engineer-in-charge: or
- (b) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge: or
- (c) Fails to complete the works or items or work with individual dates of completion, and does not complete them white in the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- (d) Commits default in unauthorized transfer/removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
- (e) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- (f) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge: or
- (g) Shall obtain a contract with the Corporation as a result cartel tendering or by other non-bonafide methods of competitive tendering: or
- (h) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him of shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the

purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or

- (i) 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 circumstances shall arise which entitle the Court to appoint a receiver or manager; or
- (j) Shall suffer an execution being levied on his good and allow it to be continued for a period of 21 days; or
- (k) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

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

112.00 The Accepting Authority shall on such cancellation have powers to:

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

113.00 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 the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

114.00 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days

115.00 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, constructional plant, implements, temporary buildings, etc. and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

116.00 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, etc. shall be 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.

117.00 **Liability for Damage, Defects or Imperfections and Rectification thereof**

If the Contractor or his workman 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 its being executed or if any damage shall happen to the work while in 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 reconstruction or prior to the expiry of the Defects liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials are of a quality interior to that contracted 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 be at his as own expense, within the period to be specified by the Engineer-in-charge, who may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor, in the event of Contractor's failure to comply with the instruction of Engineer-in-charge.

- a. In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. there 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 or 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 the Contractor.

118.00

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 is 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 be 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.

119.00

Change in Constitution

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

120.00

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 mentioned in Schedule – F 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 obligation of the employer under the Act including the liability to make payment to apprentices as required under the Act.

VALUATION AND PAYMENT

121.00

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 contracted rates for each such items of work.

- a) 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.
- b) Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- c) Before taking measurement 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 as 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 shall be deemed to be correct measurements of the work.

- d) The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- e) 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 by both parties engaged in taking the measurement.
- f) 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.

122.00 **Method of Measurement**

Except where any general or detailed description of the work in quantities expressly shown 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/Specification notwithstanding 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/Specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

123.00 **Payment of Account**

Interim bills shall be submitted by the Contractor 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.

- a) Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contract 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.
- b) 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.
- c) Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

124.00 **Time Limit for payment of final Bill**

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

Four months

- (b) Contract amount exceeding Rs.5 lakhs

Six months

- 125.00 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 or extended date of completion of the works or items of work in question.

- 126.00 **Over payments and Underpayments**
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 Cooperation) or from his security deposit ; or he shall pay the claim.
- 127.00 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 128.00 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 129.00 Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus Bill from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 130.00 Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other contract or account whatsoever.

ARBITRATION AND LAW

- 131.00 **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 of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which 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 and publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof 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.

133.1 **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.

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 executed at Tummalapalle Project Site, District YSR Kadapa, Andhra Pradesh State within the ordinary Civil Jurisdiction of the Competent Courts in the District Kadapa, Andhra Pradesh.

SCOPE AND PERFORMANCE

a) **Contract Documents**

The Contractor shall be furnished, free of charge, two certified true copy of the contract documents except standard specifications and the Schedule of Rate and of all further drawings, which may be issued during the progress of the works. He shall keep one copy of these documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other inspecting officer.

SCOPE OF WORK

The scope of this tender will be generally as per specification, schedule of quantities and general / special conditions of contract and as directed by Engineer in charge, on behalf of Corporation. However major work covered complete in all respect including finishing under this contract are as follows:

The scope of work is Supply of M-16 x 260mm long anchor bolt, drilling of holes, cleaning of hole, supply and filling of chemical grout RE500 V3, placement of anchor bolt, labour charges, transportation expenses, etc.as per direction of Engineer-in-charge.

The scope of work also includes the following for which no extra payment will be made. Therefore, contractor may consider this while quoting their rate of other items as mentioned under bill of quantities for various items of work

- A) Cleaning of site and levelling of location for construction worksd including uprooting of bushes and root vegetation.
- B) Maintenance of the proposed area for which no payment will be made.
- C) Contractor has to bring necessary equipments to execute the work near plant area and also transporting the materials to the various locations by vehicles as per directions of Engineer In charge
- D) **COMPACTION:** Base and all fillings material must be compacted properly

- E) The scope of work also includes the following for which no extra payment will be made. Therefore, contractor may consider this while quoting their rate of other items as mentioned under bill of quantities for various items of work

The Contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Corporation. The Corporation may in his absolute discretion and from time to time issue further drawings and /or written instructions,

Details, directions and explanations, which are hereafter collectively referred to as UCIL's instructions in regard to:

1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
2. Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specification.
3. The removal from the site of any material brought there on by the Contractor and the Substitution of any other material thereof.
4. The removal and/or re-execution of any works executed by the Contractor.
5. The dismissal of any person from works employed there upon.
6. Opening up for inspection of any work covered up.
7. Amending & making good of any defect

Note: Contractors are advised to see the area get acquainted with the actual features of the area where work is to be executed and get other related information before quoting their rates for carrying out the work successfully

- 1.00 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have notified 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.
- 2.00 Contract Agreement:-Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
- 132.00 The Contractor shall carry out work as per needs of corporation and directions of EIC regarding variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- 139.00 During execution of the Contract, if it is observed that contractor is not able to supply manpower/execute the work, the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management may also terminate the work order.
- 133.00 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have notified 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.
- 134.00 Contract Agreement:-Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
- 1.00 **PENALTY:** Prior intimation will be given to contractor in order to execute necessary works as per scope of work on particular day. However, if a contractor fails to deploy 0.25% of work order value shall be levied as penalty per day.
 - I. Party shall submit insurance policy with minimum validity period equal to contract period plus before start of work.

II. Party shall have to take ESI insurance coverage / Group Insurance coverage for all the labour deployed before/during the tenure of work. The description of work order should clearly mention in the Insurance coverage submitting.

III. All PPE, tools –tackles & safety appliances shall be brought before start of work and submitted to UCIL and then given to all the manpower during the start and handed over back after the time of completion of contract. Failing to this, outstanding payment will not be released.(No worker shall be allowed without PPE , Uniform, Medical test at the work area.

During execution of the Contract, if it is observed that contractor is not able to supply required number of manpower, the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management may also terminate the work order.

139.00 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

140.00 UCIL has the sole right to cancel the contract after giving prior notice of one month to the contractor without assigning any reason.

S E C T I O N - I X
SPECIAL CONDITIONS

1.00 SITE INVESTIGATIONS:

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 handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions and level 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 and the cost thereof under the contract.

2.00 CONTRACT LABOUR ACT:

According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971, Contractor engaging 20 or more contract labour on any day are required to obtain the license from the Regional Labour Commissioner. In the event of the breach of the aforesaid condition, the Contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.

3.00 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.

4.00 MODE OF MEASUREMENT

Mode of measurement of quantities, lead, lift, deduction of voice etc., shall be as per IS / CPWD specifications unless otherwise stated in the Schedule of Quantities enclosed with this tender document.

5.00 SECURITY RULES

The Contractor shall follow at site all security rules as may be framed by the Purchaser from time to time regarding movement of materials and equipment to and from site, issue of identity cards, control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures imposed by the Engineer and his duly authorized representative from time to time. The contractor shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities or any other statutory orders. Nothing extra will be payable on account of stoppage/ hindrance of the work due to the security measures/ emergency conditions. The contractor, his employees and agents shall not disclose any information or drawings furnished to him by the Corporation. Any drawings, reports and other information prepared by the Contractor or by the Corporation or jointly by both for the execution of the Contract shall not be disclosed without prior written approval of the Engineer. No photographs of the works or plant within site premises shall be taken without prior written permission of the Engineer. The Contractor will have to make own arrangement for security guards to ensure proper safe guards for material under his control and for his establishment. Contractor may have to liaison with local police and Purchaser's security for this

6.00 CONTRACTOR'S SUPERINTENDENCE

The contractor shall employ one or more competent and qualified technical person/s and supervisor/s whose name/s shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/Engineer's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

7.00 TESTING OF MATERIALS

Contractor shall arrange for the testing of materials at his own cost as and when required and instructed by the Engineer-in-charge or his representative (s). All materials should conform to IS/CPWD specifications. Contractor should establish site testing laboratory at their own cost for testing of cubes, construction materials, soil compaction test etc. and provide required materials/samples to carried out necessary testing related to the work as per latest IS/CPWD specification and test reports in prescribed format to be submitted to the concern Engineer.

8.00 WATER: Water to be arranged by the contractor for this work.

9.00 ELECTRICITY: UCIL will give necessary power supply on chargeable basis. Required cables, Energy Meter, Switches etc. should be arranged by the contractor at their own cost as directed by Addl.Supt.(Elect.), Mines, UCIL or his representative. The contractor should ensure proper earthing of the equipment. Charges will be deducted from RA bill.

10.00 In case of stoppage of work by local people/Bundh or any other reasons, no idle charges will be paid by corporation towards Labour, Plant and Machinery etc. to the contractor for this work.

11.00 No carriage / transportation for any material shall be paid by the department for this work. Contractor should quote their rates accordingly.

12.00 Unless specifically mentioned otherwise in the contract, the tenderer shall quote for the finished items and shall provide for the complete cost towards labour, materials, erection and dismantling

- of necessary scaffolding, levies, all taxes, royalty, transport, storage, repairs, rectification, maintenance till handing over, revenue expenses, contingencies, overheads, profit and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- 13.00 All the labour rules shall be flowed strictly as per Contract Labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under minimum wages 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. 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 State / Central Government.
- 14.00 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 and necessary action will be taken.
- 15.00 Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained at his 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.
- 16.00 Contractor shall have to provide the facilities under the provision of Contract labour (Regulation & Abolition) Act, 1970 – Section – 16, 17, 18 and 19, Chapter – V – “Welfare and Health of Contract Labour.
- 17.00 Quantity of any individual item may vary to any extent and be excluded altogether, Contractor will carryout all works upto a total variation of $\pm 10\%$ (Ten percent) on the contract price and all quoted rates shall remain firm within this limit.
- 18.00 For bought-out items only acceptable brands and products of approved manufacturers against each item shall be used unless otherwise agreed (in writing) to by the Engineer.
- 19.00 Contractor shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the Engineer.
- 20.00 **MEDICAL CARE:** The Contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor at the site.
- 21.00 All temporary arrangements required to commence/execute the job are to be done by the contractor at their own cost.
- 22.00 **Rate:** The rates quoted by the tenderer shall be inclusive of profit, minimum wages, PF, Bonus, royalty, Insurance, medical, safety appliance etc. complete and all statutory requirements as applicable shall have to be complied in letter and spirit under the scope of contract.
- 23.00 Care should be taken not to damage the roads and buildings. These should be repaired and put back to original condition if damaged to the satisfaction of GM (ESAP)/ Dy Superintendent at no extra cost.
- 24.00 Cleaning of any obstructions shall be in scope of the contractor.
- 25.00 Before quoting, the bidder understand clearly the scope should get all doubts cleared, physically see the site. UCIL will not agree for any extra claims.
- 26.00 **Extension:** Completion period of contract is Three (03) months from the date of commencement. The tenure/period may be extended (if the contract value is not consumed completely due to unforeseen reasons) further after completion of initial contract period with same rate, terms &

conditions of the contract with mutual consent, if so deemed fit by UCIL and agreed by the contractor and at discretion of the Engineer-in-charge.

- 27.00 **Variation:** Any individual item may vary up to any extent subject to gross variation of maximum $\pm 10\%$ (ten percent) of contract value. Contractor is liable to execute above variation at the same rate, terms and conditions stipulated in the contract.
- 28.00 **Personal protective equipment:** All the required tools, tackles & safety items i.e helmet, gum boot/ safety shoes, hand gloves, dust mask etc. for this work is to be arranged by the contractor at his own cost. All workmen engaged must wear PPE's while at work.
- 29.00 **Medical Care:** The Contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor at the site.
- 30.00 **UCIL shall have no responsibility/liability whatsoever for any accident/damage to the contractor's vehicle/equipments in transit or while engaged in the work. All the liability arising out of an incident will be borne by the contractor at their own cost and risk.**

===

Annexure- 1:

Questionnaire-cum-Undertaking to be Filled Up by the Tenderer(Along with Technical Part)

Description		Remarks (The tenderer has to fill up the remarks as applicable)
SECTION: I-A		
Full Name of the Bidder		
1. Bidder's Address	Name	
	Address for Correspondence	
2. Bidder's Telephone /Fax /E-mail	Telephones	
	FAX	
	E-mail	
3. Authorization for signing the Tender Document on behalf of the Tenderer	Authorization Given (Yes /No)	
	Name of the Authorized Person	
	Designation of the Authorized Person	
	Address of the Authorised Person	

	Mobile Number of the Authorised Person	
	E-mail Address of the Authorised Person	
	Copy of Authorization (Uploaded /Not Uploaded)	
	Have you given Power of Attorney Given to the Authorised Person? (Yes /No)	
	Copy of Power of Attorney (Uploaded /Not Uploaded)	
SECTION: I-B		
1. Validity of the Offer (In Months) Note: The minimum period of validity of the offer must be for SIX MONTHS without which the tender shall be considered as rejected.		
2. Signed Original Copy of the Tender Document	All pages of Original Tender Document (Signed /Not Signed)	
	All pages of Original Tender Document (Uploaded /Not Uploaded)	
3. Cost of Tender Document	Scan copy of the instrument of payment of the Cost of Tender Document (Uploaded /Not Uploaded)	
	Original instrument of Payment of the Cost of Tender Document (Submitted /Not Submitted)	
4. EMD	Have you uploaded the scanned copy of the instrument of payment of EMD? (Yes /No)	
	If No, are you an MSME? (Yes /No)	
	If yes, do you fulfill the exemption criteria for payment of EMD? (Yes /No)	

	If yes, then have you uploaded the certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit uploaded? (Yes /No)	
5. Details of Bank Account to which payments shall be made against R.A. Bills / Bid Security Declaration is to be refunded (In case of unsuccessful bidding)	Name of the Bank	
	Name of the Branch	
	IFSC Code of the Branch	
	Type of Account (Savings /Current)	
	Account Number	
SECTION: I-C		
1. GST Registration Details	Do you (bidder) have GST Registration? (Yes /No)	
	If yes, have you uploaded the scanned copy of GST Registration? (Uploaded /Not Uploaded)	
	If yes, have you uploaded the proofs of payment of GST (Uploaded /Not Uploaded)	
2. Permanent Account Number for Income Tax	Do you (bidder) have Permanent Account Number?	
	If yes, have you uploaded the scanned copy of Permanent Account Number for Income Tax (Uploaded /Not Uploaded)	
3. Income Tax Return as per PQC	If yes, have you uploaded the scanned copy of Income Tax Return as per PQC (Uploaded /Not Uploaded)	

	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year 2017-18 (Uploaded /Not Uploaded)	
	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year 2016-17 (Uploaded /Not Uploaded)	
4. Provident Fund Registration	Do you have Provident Fund Registration? (Yes /No)	
	If yes, have you uploaded the scanned copy of Provident Fund Registration? (Uploaded /Not Uploaded)	
5. Taxes Considered for Bidding of different items. (Please enclose separate sheet, if required)	Name of the Tax	Tax Rate Considered for Bidding <i>(Consider tax rates prevailing on the last day of the preceding Quarter)</i>
	(i) GST	5% on the total cost of rental, fuel and labor
	(ii)	
	(iii)	
	(iv)	
6. Certificate /proof of registration of the firm /company with the Register of firm /companies	Registration Number	
	Date	
	Enclosed /Not Enclosed	
7. Contract labor Regulation and Abolition Act Registered No.	Contract labor Regulation and Abolition Act Registered No. (Available /Not Available)	
	Contract labor Regulation and Abolition Act Registered No. (Uploaded /Not Uploaded) Upload if available	
	Number & Date (Write if available)	
8. Income Expenditure /Profit and loss account of last	2020-21 (Enclosed /Not Enclosed)	
	2019-20 (Enclosed /Not Enclosed)	

three years	2018-19 (Enclosed /Not Enclosed)	
9. Turnover, Rs Crores	2020-21	
	2019-20	
	2018-19	
	Average of Three Years	
10. Profit after tax, Rs Crores	2020-21	
	2019-20	
	2018-19	

I have carefully read and understood all the terms and conditions of this e-tender and I agree to the terms and conditions of this tender documents against.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am /we are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my e-tender at any stage liabilities towards prosecution under appropriate law.

Signature of the tenderer
(Stamp)

Date:

SECTION - X
SAFETY OF CONTRACTOR'S EMPLOYEES
(WITH APPENDIXES)

1.00.00

SAFETY OF CONTRACTORS EMPLOYEES

1.01.00 The Contractor shall at all times, take all reasonable precaution for the safety of employees, including these 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 addition to the safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Jaduguda for a specified contract.

In the event that the Contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Contractor shall make no reason of or in connection with such stoppage.

1.02.00 Contractors shall have full time Safety Officer/Engineer when the Contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of Contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

- 1.03.00 Contractor shall have at least one person fully trained in First Aid present at the site of work all the time.
- 1.04.00 Contractors must report to the Engineer-in-charge through their contracting officers every accident involving.
- their personnel
 - UCIL Property or Personnel
 - Property or Personnel of other Contractors working on the site.
- 1.04.01 Contractors must report to the Engineer-in-charge immediately on becoming aware of any accident of Type-A (see Appendix-1) giving the following information
- Name of the informant
 - Nature and location of incident being reported
 - Name of/supervisor/Engineer-in-charge, location and telephone number where he can be reached,
- 1.04.01.01 Contractors shall submit their investigation reports, through their contracting officer, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form-A (see Appendix-2)
- 1.04.02 In the case of type – B accident (see Appendix –1), Contractors shall submit their investigation reports, through their contracting officers, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form – A.
- 1.04.02.01 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 7th of the next month.
- 1.04.02.02 Prime Contractor report shall include the man days lost and occurrence of accidents under the jurisdiction of the Sub-Contractors.
- 1.04.02.03 Contractors shall submit a narrative on safety activities and fire incidents for each month along with Form-B. The review should contain such items as personnel and programmed chance, major project started and major problems.

- x - x

APPENDIX - 1

CLASSIFICATION OF ACCIDENTS

TYPE – A

1. Fatal/Injuries
2. Serious Injuries such as fracture, Dislocation, severe burns etc., necessitating hospitalization
3. Any Injury to five or more persons.
4. Accidents resulting in damage by fire, explosion etc.

TYPE – B

1. Minor Injuries which result in laceration, abrasion contusion etc.
2. Disabling Injuries but not requiring hospitalization.

APPENDIX - 2

(FORM - A)

ACCIDENT INVESTIGATION REPORTS

UCIL/TUMMALAPALLE,
Name of the Contractor and Project

NIT NO.TMPL/CIVIL-219 (TECHNICAL PART)

Nature of the Contract

Name of the Engineer-in-charge

Name of the injured person

Age

Address

Date and Time of Accident

Place where the accident occurred

Nature of job

What was injured person doing at

the time of accident

Description of Accident (in details)

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

recurrence of such accident

Name of the witnesses

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 the Project :

Name of the Sub-Contractor :

Name of the Safety

Representative of the

Project
:

Total No. of persons working
In the project

:
Male

:

Female :

Engineers
:

Supervisors
:

Labours
:

Total No. of Accidents (including
Type – A and B Accidents)

:

UCIL/TUMMALAPALLE,
Disabling Injuries

NIT NO.TMPL/CIVIL-219 (TECHNICAL PART)

:

Non-disabling Injuries

:

Agency

No.

No. of days lost/charged

Machine

:

Handling Materials

:

Full of persons

:

Hand Tools

:

Fire/Explosing

:

Collapse of excavation Structures

:

Electric shock/burnt

:

Miscellaneous

:

Remarks

:

Date : _____

Signature of Safety Representative

MEDICAL FITNESS CERTIFICATE

Certified that I, Dr. _____ have examined Shri. _____ aged _____ on (date) _____ of M/s. _____ who has signed below in my presence. General & Physical examinations of Shri. _____ do not reveal any abnormality. He does not suffer from any acute/chronic skin disease or any contagious or infectious disease. His eyesight is normal with/without glasses. In my opinion, Shri _____ is physically and mentally fit for working at height.

Details of examinations:

1. Age: _____

2. General & Systemic Examination:

2.1	Pulse			2.10	Depth of Vision	Norma	Abnormal
2.2	B.P.			2.11	Nystagmus	Present	Absent
2.3	Weight			2.12	Rhomberg Sign	Positive	Negative
2.4	Height			2.13	Hearing	Normal	Abnormal
2.5	Pallor	Yes	No	2.14	Muscular Coordination	Normal	Abnormal
2.6	Flat foot	Present	Absent	2.15	Cardio Vascular System	Normal	Abnormal
2.7	Gait	Norma	Abnormal	2.16	Respiratory System	Normal	Abnormal
2.8	Vision	Normal	Abnormal	2.17	Central Nervous System	Normal	Abnormal
2.9	Colour Vision	Normal	Abnormal				

3. Previous History of:

3.1	Seizure disorders (Epilepsy)	Yes	No
3.2	Frequent headache or reeling sensation	Yes	No
3.3	Mental depression	Yes	No
3.4	Acrophobia	Yes	No

4. Investigation:

4.1	Urine
	Albumin
	Sugar:
4.2	Blood

	CBC
	Random blood sugar (if age is >35 years.)

5. X-ray:

Required / not required: _____

If required – details of report: _____

(Signature of workman)

(Signature & Rubber stamp)

of Medical Practitioner with Reg. No.

(Note: Above format is liable to change any time as per AERB guide lines. Modified format may be obtained from Safety officer Mill before examination by Medical officer.)

Work Commencement information
FORMAT

FORM VII

[Under rule 25(2)(viii) and rule 81 (3) of the Contract Labour (Regulation and Abolition) Central Rules, 1971; and rule 26(3) and 239 (1) of the Building and Other Construction workers (Regulation of Employment and Conditions of Service) Central Rules, 1998]

NOTICE OF COMMENCEMENT / COMPLETION OF WORK

1.	Name of the Principal employer under the Contract Labour (Regulation and Abolition Act, 1970 (37 of 1970)/ Employer under the building and Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 (27 of 1996)*.	:	Shri M.S. Rao, General Manager (ES, AP) Uranium Corporation of India Limited, AT:Tummalapalle, M.C. Palle (PO), Vemula (M), YSR (Kadapa) Dist., AP-516349
2.	LIN / PAN No.	:	1686372630 / AAACU2207N
3.	Email Id.	:	msrao@uraniumcorp.in
4.	Mobile No.	:	08588-282707
5.	Name of the Contractor under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) (If applicable).	:	
6.	LIN/PAN No.	:	
7.	Email Id.	:	
8.	Mobile No.	:	
9.	No. and date of Certificate of Registration / License*.	:	
10.	Name of person in-charge of the work.	:	
11.	LIN/PAN No. of person in-charge of work.	:	
12.	Email Id of person in-charge of work.	:	
13.	Mobile No. of person in-charge of work.	:	
14.	The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work.	:	
15.	The arrangements for the storage of explosives, if any to be used in the building or other construction work.	:	

I / ~~We~~ hereby intimate that the work _____ given to _____ having [License Registration Certificate No. _____ dated _____]* has been / is likely to be Commenced /Completed with effect from _____/on _____.

Signature of the ~~Principal Employer/Contractor/~~Employer*

To
1. Asst. Labour Commissioner (Central), Hyderabad

Copy to:

1. Labour Enforcement Officer (Central), Guntakal
2. Pers. & Admin., UCIL, TMPL

*Please strike off whichever is not applicable.

[Please use additional sheets if required]

- In case of engaged man power is more than 20, the same will be intimated to your office time from time to time.
- The date of completion of afore said work will also be intimated with in time upon the completion of work.

Signature of Contractor along with seal

Bid Security Declaration Form

Date: (DD-MM-YYYY Format)

Tender No:: _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We will automatically be suspended from being eligible for bidding in any Contract with the UCIL from the date of notification of tender, if we are in breach of our obligation(s) under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) 30 days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

STYLE OF ANNEXURES

(Please use separate sheet for each annexure)

Annexure-A:

Details of work orders in support of prequalification criteria for during current/ last three years ending last day of the month previous to the one in which tender

Sl.No	Work order No	Work Value	Name of concern/ client	Job details	Period: From-To

To be enclosed:

1. Self certified copies of above work orders (all pages of work orders). In complete work orders will be rejected without further correspondence
2. Work completion certificate from the organisation or certified copies of R.A. bills for executed value of the work.
3. Declaration: I do hereby confirm that the information furnished above is true to the best of my knowledge and belief. If any declaration, statement or information given by me/us is at any time found to be false or untrue, our tender / contract is liable to be terminated forthwith without any notice or compensation in lieu thereof.

Signature of Bidder with stamp**Annexure-B:**

Statement of present ongoing jobs mentioning the value of work in detail as per

Sl.No	Work order No	Work Value	Name of concern/ client	Job details	Period: From- To

To be enclosed:

1. Self certified copies of above work orders (all pages of work orders). In complete work orders will be rejected without further correspondence
2. Declaration: I do hereby confirm that the information furnished above is true to the best of my knowledge and belief. If any declaration, statement or information given by me/us is at any time found to be false or untrue, our tender / contract is liable to be terminated forthwith without any notice or compensation in lieu thereof.

Signature of Bidder with stamp

Annexure-C:**List of tools & tackles, transports and other equipments to be deployed for this job**

Sl.No	Details of tools & tackles and other equipments	Quantity: Available with bidder	Quantity: To be deployed for this job

(Attach extra sheets, if required)

Signature of Bidder with stamp**Annexure-D:****Details of technical personnel to be deployed**

Sl.No	Name of Person and father's name	Address	Age	Qualification	Years of experience	Nature of experience

- **Enclose extra sheets**

Signature of Bidder with stamp

Annexure-E:**TECHNO-COMMERCIAL DEVIATION SCHEDULE:**

Bidder should agree to all the Techno-commercial terms and conditions of the Nit document. However, deviation, if any, should be stated as per the following schedule and to be submitted along with the techno-commercial bid failing which it will be presumed that all terms and conditions are acceptable to them. The owner reserves the right to reject the offer on account of such deviations if the bidders, even on advice of owner, does not withdraw the deviations.

Following are the deviations proposed by us relating to Techno-commercial terms and conditions Deviation, if any

Sl. No	Page No.	Clause no.	Clause	Deviation

Signature of bidder with stamp

Note: If there are no deviations, this deviation schedule shall be submitted along with Techno-commercial bid duly signed and stamped after stating “**NIL DEVIATIONS**”.

Details of company profile.

Details of company profile have to be provided as below:

A) Company profile

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

B) Organization structure

C) Constitution and legal status along with attested copies of Deeds/Articles and Memorandum of Association etc. as applicable.

D) Information on litigation history, liquidated damages, disqualification etc.

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

Signature of bidder with stamp

**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

(CIN : U 12000 JH 1967 GOI 000806)

TUMMALAPALLE

P.O - M.C.PALLE, VEMULA MANDAL, YSR DISTRICT, A.P. - 516349

Tel./Fax 08588- 282704/07, E-mail: tmplcivil@uraniumcorp.in**PRICE BID FORMAT****Schedule of Quantities for: Providing and fixing of anchor bolts at Tummalapalle Plant area as and when required.**

Item No.	Description of Item	Qty of (Anchor Bolts)	Unit	Rate	Amount
1	Supply of M-16 x 260mm long anchor bolt, drilling of holes, cleaning of hole, supply and filling of chemical grout RE500 V3, placement of anchor bolt, labour charges, transportation expenses, etc.	80	No.s		
Total amount in Rs.					
Rebate if any					
After rebate amount					
Add for GST @ 18%					
Total value including GST in Rs.					

Note:

1. Net quoted overall lowest bid will be consider as L1 for evidence.
2. Contractors are advised to see the area get acquainted with the actual features of the area where work is to be executed and get other related information before quoting their rates for carrying out the work successfully.