

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-07-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-07-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
Item Category/मद केटेगरी	Custom Bid for Services - Repairing maintenance of 187 tube wells in nearby villages of Narwapahar Mines
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	390737
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1689080868.pdf](#)

Payment Terms:[1688525178.pdf](#)

GEM Availability Report (GAR):[1688525295.pdf](#)

Service Level Agreement (SLA):[1688532154.pdf](#)

Custom Bid For Services - Repairing Maintenance Of 187 Tube Wells In Nearby Villages Of Narwapahar Mines (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repairing maintenance of 187 tube wells in nearby villages of Narwapahar Mines
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SCOPE OF WORK

Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines under Corporate Social Responsibility (CSR) for the year 2023-2025. The objective is to provide the availability of drinking water by re

pairing and maintaining the existing tube wells installed by the UCIL in the surroundings villages. List of 187 Tubewells are attached in the Bid Document in Buyer Added Bid Specific Scope of Work (SOW) Clauses File A attachment for repairing and maintenance. (11 Pages of pdf documents to be referred as uploaded in Buyer Added Bid Specific Scope of Work (SOW) Clauses File Attachment of the Bid Document).

PRE-QUALIFICATION CRITERIA (PQC)

Pre-qualification criteria (PQC) for Experience & Past performance: Sole Bidder should fulfill the technical eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

A) TECHNICAL ELIGIBILITY CRITERIA

Experience of having successfully completed “similar contract” work during last 07 (Seven) years ending last day of month previous to the one in which application are invited should be either of the following –

- a. Three similar completed works each costing not less than the amount equal to **Rs.1,56,295.00**
or
- b. Two similar completed works each costing not less than the amount equal to **Rs.1,95,369.00**
or
- c. One similar completed work costing not less than the amount equal to **Rs. 3,12,590.00**

Similar works means “Experience in execution of any of the works (**Repairing/Maintenance of tube well/ submersible/Civil Work**) with Govt. / PSU / Public Limited Organization / Private Limited Organization”.

The bidder shall submit documentary evidence by way of notarized copy/copies of work order and completion certificate specifying the work & the amount of order from client in support of meeting above technical eligibility criteria.

2. **GEOGRAPHIC PRESENCE**: Office registration certificate- Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits i.e. (That Is) - Jharkhand State with contact and e mail Address. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

- a) Trade License issued by the local authority in the name of the Firm or
- b) Landline phone number in the name of the Firm or
- c) Electricity bill for last one year in the name of the Firm or
- d) GSTIN registration or
- e) Udyam/MSME/Udyog Aadhaar Certificate

3. All the manpower engaged for this work, should adhere recruitment rules and regulations as per Jharkhand State Employment of Local Candidates in Private Sector Act, 2021 and The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022.

FINANCIAL ELIGIBILITY CRITERIA

Pre-qualification criteria (PQC) for financial requirement:

The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

The average annual financial turnover during the last (03) consecutive financial years FY (2020-21), FY (2021-22) and FY (2022-23), ending 31/03/2023 shall be at least **Rs. 1,17,221.10** of the estimated cost supported by the audited annual account of each year.

Bidder shall submit signed copy of Audited Annual Financial Reports for last 03 (three) consecutive financial years ending 31st March 2023 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not a Company and is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN. In case of Companies/ Firms which are less than three (03) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and profit & loss statement or CA certificate submitted by the bidder for the available period divided by three (03).

Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they

1. Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements
and / or
2. Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

C) PRE-BID CLARIFICATION

1. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 02 days before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Any deviation to the terms & conditions shall result in rejection of the offer. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.
2. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.
3. Offer has to be submitted by sole Bidder only. Offers submitted in consortium shall not be accepted.

D) SUBMISSION OF TENDER

1. Tender shall be prepared and submitted online on the e-portal as per the instructions given in GEM Portal. All the duly filled in Attachments shall be stamped & signed on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the bidder along with their tender.
2. Bids submitted by any other mode will not be accepted and will be summarily rejected.
3. Bid should be submitted at the portal in two parts as below.

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

The un-priced techno-commercial bid shall contain all details along with the supporting documents scanned and uploaded by the bidder in GEM Portal as per the requirement without indicating price quote. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process. All pages of the bid document shall be Signed & stamped by the authorized person of the firm/company.

E) REQUIRED DOCUMENTS TO BE UPLOADED IN GEM PORTAL

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

1. Documents as per Technical Eligibility Criteria as mentioned in Pre-qualification criteria (PQC).
2. Documents required for financial eligibility of the party as per Financial Eligibility Criteria as mentioned in Pre-qualification Criteria (PQC).
3. Work completion certificate with mentioned executed amount and work duration against each work.
4. PAN No. with documentary proof.
5. GST Registration No. & P.F. Registration No. with documentary proof.
6. MSME (If Any) with documentary proof.
7. Cancelled Cheque of the registered firm/organization.
8. The "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to this specific tender only. Attested/ notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
9. Bidder should submit their Price bid strictly as per Price Break up of the lump sum offering as per enclosed format uploaded in GEM Portal. Bidder shall quote their rates against all the items in Price Schedule enclosed with this tender failing which their offer may be liable for rejection. If bidder fails to quote one or more items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment. Price submitted by Bidder in any other format shall render their offer invalid and shall not be considered for evaluation. There shall be no change or addition/deletion except for filling-up of the actual price/rate in the Price part uploaded. Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc. that is applicable on his quoted prices/ rates. The bidder shall not indicate the same as "extra" or "extra as applicable". Bidder shall ensure that GST rate with SAC code (as applicable) is indicated against total items of the price schedule.
10. Bidder should upload the "**Declaration by Bidder**" as per Annexure - I mentioned in PQC document to be furnished on bidder letter head.
11. Any person submitting the Tender online shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

Please note that neither Price Break up of the lump sum offering should be given in Blanked Price Format or any other format as mentioned above. In case this condition is not complied, the bid may be liable for rejection.

(G) CAPACITY OF THE BIDDER

1. **TECHNICAL CAPACITY**

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

2. **LEGAL CAPACITY**

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

3. **AUTHORITY OF PERSON SIGNING DOCUMENTS**

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

4. **ARRANGEMENT OF TENDER DOCUMENTS**

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

(H) **PRICE PART**

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in GEM Portal.

(I) **FINALIZATION OF TENDER**

1. The L1 bidder shall be the bidder having the lowest total Contract Price (Total Basic Price + GST) amongst the techno-commercially acceptable bidders.
2. During evaluation if it is found that bidder has quoted incorrect applicable rate of tax then correct applicable rate of tax shall be considered for evaluation.
3. In case price/ fee quoted by any bidder are silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.

(J) **CONFIDENTIALITY**

Bidder shall note that all data / specification enclosed with Tender document getting uploaded in GEM Portal are confidential. Bidder shall keep all data in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party.

(K) **SUSPENSION / BANNING**

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unet

hical at any stage beginning from submission of tender till completion of order execution in GEM Portal shall be banned / suspended for business dealings with UCIL. Period of banning /suspension shall be governed by UCIL prevailing approved Suspension / Banning procedures.

(L) **GENERAL**

1. Bidder shall submit their offer strictly in accordance with the technical & financial specifications & as per terms and conditions of tender document without any deviation.
2. Before submission of tender online in GEM Portal, Bidders are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
3. The bidders are advised to visit the site to acquaint themselves with 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 or similar physical conditions of the site.
4. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.
5. Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
6. Canvassing in any form is strictly prohibited and any bidder found to have resorted to canvassing or influencing other bidder shall be liable to have his tender rejected summarily.
7. If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the UCIL reserves the right to reject such tender.
8. Tender documents are not transferable.
9. Bidder shall have to comply with provision of contract labour (Regulation & Abolition) Act 1970 and rules appended there under, if applicable to him.
10. The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelization in the bidding process.

(M) **UCIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

UCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL's action.

Format for Price Break up of the Lumpsum Offering: Bidders are mandatorily requested to upload the filled format for price break up of the Lumpsum Offering in Price bid (Part - II) of GEM Portal.

Sl. No.	Description of the Item	Qty.	Unit	Quoted Rate (Rs.)	Amount (Rs.)
1	Repairing and maintenance of 187 tubewells in nearby villages of Narwapahar Mines (CSR job).	187	Nos.		
2	Total Contract Value in Words (Rs. R1) Rs.....				

Note (Important for bidder): The bidder shall quote lump sum Cost of Service in totality in GeM custom bid and **L1** will be decided on lowest on quote lumpsum Cost of Service in totality as per **Sl. No. 1 & 2 as mentioned above**, which bid value quoted in GEM. The quantity of procurement requirement "**1**" indicates Lumpsum based for GeM Custom Bid. The bidder should mandatorily submit this sheet for price breakup of item wise rate. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process.

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Sign & Stamp of bidder

CONDITIONS OF TENDERING

1.0 PREPARATION OF TENDERS

1.1 TENDERERS TO STUDY

1.1.1 Before submission of the tender, the Tenderers are advised 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.

1.1.2 The Tenderer shall be deemed to have read all documents.

1.1.3 The tenderer shall submit his tender strictly in accordance with the tender specified and terms and conditions laid down in the tender document.

Should there be any discrepancy, in or any doubt, or obscurity to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted tenderer or as to these instructions observed by the intending tenderer or as to these instructions observed by the intending tenderer, the tenderer must set forth in writing such discrepancy doubt or obscurity, and submit the same in duplicate to the Corporation (Attn: _____) as soon as possible but not later than date of closing of uploading of tender for such purpose. The elucidation given by the Corporation shall be final and binding on the Tenderers.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil as far as is practicable, the form and nature of the site, the means of access to the site, the accommodation they may require and generally tenderer shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any misunderstanding or otherwise shall be allowed.

1.1.4 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 and maintenance of this work to the entire satisfaction of the Engineer. Site will be handed over to the contractor as it is.

1.1.5 The tender shall be neatly arranged, plain and intelligible with numbered pages. They should not contain any terms and conditions, which are not applicable to the tender.

- 1.1.6 Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.
- 1.1.7 The tenders shall contain prices in prescribed format for the work. Bidder shall quote in the Schedule of Quantities. Bidder shall quote prices in Indian Rupees only.
- 1.1.8 Tenders (Techno commercial Part-I as well as Price part Part-II) shall be submitted in a manner asked for. In present case, the bids are invited under **e-tendering system**; bidders are requested to refer **Instructions for participating in E-Tendering as per GEM Site only**. Bids submitted manually shall be rejected.

1.2 Language

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

1.3 Canvassing prohibited

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

1.4 MISINFORMATION

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

DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable.

1.5 NOT MORE THAN ONE TENDER

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A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all his bids to be disqualified.

1.6 TENDER DOCUMENT PROPERTY OF THE PURCHASER

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

1.7 TENDERER TO BEAR EXPENSES

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

1.8 The bids should be submitted by Sole bidder only. Consortium bidding is not allowed for this package.

2.3 AUTHORISATION

In the event of the tender being submitted by a partnership firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so, certified (scan) copy of which shall be uploaded. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force, shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolution, extracts of articles of association, special or general power of attorney and other information to show clearly the title authority and designation of persons signing the tender on behalf of the company.

2.4 DELIVERY OF TENDER

2.4.1 The completed tender with all enclosures shall be uploaded at GEM Site.

3.0 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the Corporation whereby such tender shall remain open for acceptance by the Corporation for a period of **06(six months)** from the date of opening of techno-commercial part (Part I), during which period the tenderer shall not withdraw his offer or amend, impair or derogate therefrom. In case of extension of date of downloading/ submission, tenderers who have submitted the offer, can resubmit their offer after permission of Purchaser. Every tenderer is requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

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

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

The Purchaser may solicit the Tenderers' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Tenderer accepts to extend the period of validity, the EMD/Bid Security shall also be extended by the Tenderer accordingly. A Tenderer accepting such request, shall not modify its bid on its own.

4.0 EARNEST MONEY

EMD is Nil for the tender and bidders are required to submit the Format of declaration in lieu of EMD/bid security declaration; the bidder's shall submit the same with the technical part of tender.

5.0 SECURITY DEPOSIT

5.1 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

I. SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE

II. Security deposit (SD) shall be uniformly levied @ 10% of contract value towards satisfactory completion of the order/works as under:

- a) For works contract (including composite contracts of supply and works) valued more than Rs.50,000/-.
- a) **For supply contract valued more than Rs. 5 lakhs.**

III. IN exceptional cases waiver of SD shall be approved by Competent Authority - U

nit head /Competent Authority at HO as the case may be after recording the reasons for such waiver.

- IV. SD should be submitted in the form of demand draft/ bankers cheque within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier.
- V. PUBLIC Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of SSI) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD which shall be specifically mentioned in the tender document itself.
- VI. In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.
- VII. EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee is to be submitted towards SD in the prescribed format to be attached with order.
- VIII. BG format for security deposit and performance guarantee is attached in this Tender Document.
- IX. THE SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.
- X. In certain purchase orders security deposit may be insisted to ensure that supply is effected by the party according to the purchase terms. In other cases, SD may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- XI. SUPPLIER/ Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.
- XII. ADDITIONAL amount of SD due to enhancement in scope of work is also to be obtained.
- XIII. A register for the receipt, refund, forfeiture of these deposits shall be maintained by the finance department.

5.2 RETENTION MONEY

In contract, where payment is made on progressive billing of supply made/work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/ defective work/supply made as retention money and be treated as Security Deposit.

SECURITY DEPOSIT & RETENTION MONEY

The total SD and retention money together towards performance guarantee shall not exceed 10 % of contract value.

I. REFUND OF SECURITY DEPOSIT & RETENTION MONEY

- ii. BEFORE releasing SD or retention money in respect of supplies/works, a "No Due

Certificate” shall be issued by EIC/ OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.

- iii. EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.
- iv. On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract.

FORFEITURE OF SD & RETENTION MONEY

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

- A. In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- B. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.
- C. Conditions, under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.

6.0 **AWARD OF CONTRACT**

The acceptance of a tender and award of contract to one or more than one Tenderer, if considered necessary, rests with the Corporation (UCIL). Corporation has the right to regroup the packages under the Tender. It shall not be obligatory on the part of the UCIL to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reason, and no explanation and compensation can be demanded from him by any Tenderer in respect thereto.

L1 bidder will be decided based on lowest total quoted rates, rebates if any of package + GST for the entire work as given in price part format which will be added automatically over quoted total rates after rebates if any.

Base date shall be schedule date of opening of the (Part-I) Techno-Commercial Bid.

7.0 Corporation’s equipment

-

UCIL shall not provide any equipment against this job on hire **basis or free of charge.**

8.0 FOREIGN EXCHANGE

-

Not Applicable.

9.0 TIME OF COMPLETION

-

Time of completion for the complete package work shall be **12 months**. The time of completion shall be reckoned 15 days from date of issue of work order/LOI whichever is earlier. However, the tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a certificate to that effect.

10.0 OPENING OF TENDERS

Tenders will be opened at the place notified on the scheduled date and time.

11.00 SECRECY

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

DECLARATION FORMS

To

Tender Notice No.NITNo.NWP/PO/ Date: _____

{{{

Name of work: **“Repairing& maintenance of 187 tube wells in nearby villages of Narwapahar Mines (CSR Job).”**

Dear Sir,

I/We, the undersigned, having examined the Tender documents as above hereby submit this tender amounting to the sum as per the enclosed filled in price proposal in Part-2 and should the same be accepted, hereby undertake to execute the complete works as set forth in the scope of work, Technical specification and Tender drawings in accordance with the conditions of tendering, Special conditions of contract, General conditions of contract or in default thereof to forfeit and pay to Uranium Corporation of India Limited, the sum of money mentioned in the relevant portion of tender document.

I/We, agree to abide by this Tender for the period of six (6) months from the date fixed for opening of the Techno- commercial part (Part I) and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I/We, undertake to complete the whole works covered under this tender within a period of from the date of letter of acceptance.

The Earnest Money for a value of Rs..... as required in Notice Inviting Tenders in the form of is being enclosed duly endorsed in favour of Uranium Corporation of India Limited.

If this tender is accepted, I/We shall deposit the sum to constitute the security deposit required by the relevant terms of contract.

We also undertake, as required, to enter into a contract with Uranium Corporation of India Limited, by executing an Agreement in the prescribed contract Agreement Format enclosed along with this tender document and till such time the agreement be not executed, we shall be bound by the terms and conditions of the tender document and subsequent letter, minutes of discussions and letter of acceptance.

Signature of Tenderer

Name

Address

Dated..... day of.....

Witness

Name

Address

CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made and entered into this..... at Jaduguda, Jharkhand between URANIUM CORPORATION OF INDIA LIMITED (A Government of India Enterprise) having its Registered Office at Jaduguda Mines, Dist: Singhbhum, Jharkhand - 832 102. (hereinafter referred to as the Corporation) which expression shall unless repugnant to the context include its successors and/or assigns of one part and Messers

having their registered office at(hereinafter referred to as Contractor), which expression shall unless repugnant to the context include its successors and/or assigns of the other part.

WHEREAS the Corporation desired to entrust this particular type of work upon an experienced bonafied, reliable and resourceful agency and so invited tenders from pre-qualified bidders for:

“Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines (CSR Job)”

as laid down in Annexure A hereinafter.

AND WHEREAS in pursuance of such invitation for Tender, the Contractor submitted a tender and also the subsequent clarifications, modifications, correspondence, minutes of meetings jointly signed by both the parties as laid down in Annexure “A” hereinafter.

AND WHEREAS after consideration of all above documents, the Corporation accepted the total offer alongwith all clarifications, modifications, correspondences and minutes of meetings for the supply, installation, testing and commissioning of all equipment will all accessories complete in all respect as submitted by the Contractor.

AND issued a letter of Intent No..... dated

the contractor fully accepted the same vide..... dated And as listed in Annexure-D.

WHEREAS one of the conditions embodied in the Tender submitted by the Contractor and accepted by the Corporation was that the Contractor upon acceptance of his offer shall enter into an Agreement with the Corporation and furnish (i) Security Deposit, in the form of a Bank Guarantee for Rs..... according to the format acceptable to the Corporation and duly endorsed in favour of the Corporation for the due observance, fulfillment and performance by the Contractor of the terms, conditions and covenants as the part of the Contract, (ii) Deta

AND WHEREAS the Corporation has called upon the Contractor to execute the presents.

NOW THIS 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 Corporation’s letter of Intent No..... dated..... and the Contractor’s full acceptance of the same vide Dated along with the following documents shall be deemed to form and be read and constructed as part of this Agreement, as though fully written out and set forth herein.

ANNEXURE - A: The Tender document for **“Repairing & maintenance of 187 tube wells in nearby villa**

ges of Narwapahar Mines (CSR Job).”

- (a) as specified in Tender Specification N.I.T No. NWP/PO-(e-tendering)dated:
- (b) ANNEXURE – B : Bank Guarantee for Security deposit and Bank Guarantee for advance payment.
- (c) ANNEXURE – C : Detailed PERT/CPM chart for all individual activities till completion.
- (d) ANNEXURE – D : Various correspondences and Minutes of Meeting to be read with Annexures as listed in the Enclosure-1 to this agreement.

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

3. Time is the most important feature of the contract. The Contractor hereby covenants with the Corporation to construct, complete and maintain the works under the above Letters of Intent in conformity in all respects with the provisions of this one Agreement and as specified in the above documents (a) to (d) inclusive.

The Contract Price shall be Rs. _____/- (Rupees _____ only) including taxes and duties or such other some as may be determined in accordance with the terms and conditions of the contract. Final contract price shall be arrived at considering the firm unit rates indicated at Schedule of Quantities.

This being a **Rate Contract**, the contract price is estimated only and is subject to variation based on quantities of work as per final Schedule of quantities & construction drawings issued by Purchaser and as duly certified by Purchaser's site Engineer.

The unit's rates/quoted rates for Work is inclusive of cost of Bitumen, Sand, aggregate and all other construction materials, as may be required to complete the work.

The unit rates indicated at Schedule of quantities for the Work shall remain firm and binding till execution of Contract

This being a **Rate Contract**, the contract price is estimated only and is subject to variation based on quantities of work as per final Schedule of quantities & construction drawings issued by Purchaser and as duly certified by Purchaser's site Engineer.

1. All notices called for by the terms of the Agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses :-

- (a) URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST: SINGHBHUM,
JHARKHAND - 832 102.

-

2. The Corporation and the Contractor agree that this Agreement including annexed documents (A) to (D) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and Agreements whether written or oral and that no modification or alternation of this Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Agreement except as may otherwise be specifically provided in this Agreement.

3. Both parties shall make best endeavor to amendably amend themselves and dispute that may arise on any matter arising out of or in connection with this Agreement. In the unlikely case that the parties are not able to come to a mutual settlement, either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be governed by the relevant clause of the Agreement. All disputes, arising out of or if any way connected with this Agreement shall be deemed to have arisen at Jaduguda and only competent court at Jamshedpur (Jharkhand) shall have jurisdiction to determine the case.

4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.

5. This Contract Agreement is made in all good faith and executed in two identical counterparts, one for the Corporation and the other for the Contractor.

IN WITNESS WHEREOF, the Corporation and the Contractor have executed this Contract Agreement the day and year first above written.

In the presence of :

SIGNED & DELIVERED for and on

On behalf of URANIUM CORPORATION OF INDIA LTD.

SIGNED & DELIVERED BY THE Co

Contractor

PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 832102, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 20__

_____ Bank

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

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. _____ dt. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 832102, 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 guarantee 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 extend 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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Nationalized/Scheduled Commercial Bank)

(Not Applicable in this tender)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 832102 , India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

act and/or the acceptance of the tender of the tenderer afore stated by UCIL including the question as to the tenability of the claim of the UCIL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to UCIL on demand being made as aforesaid.

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

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

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

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

Dated the _____ day of _____ 20..

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. ____ dt. ____)

Bank's Common seal

SERVICE LEVEL AGREEMENT (SLA)

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1. The contract period shall remain valid for 12 months from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 15 days on receipt of LOI indicating contract price of the work. Bidder will report to the designated Engineer in Charge / Engineer Representative, UCIL within 2-3 days on receipt of work order & commencement of work order for the exact program of start/execution of job(s) and further discussions/ modifications on the above work schedules. No mobilization advance is payable in the contract.

2. **Contract Agreement:**

Contract Agreement should be executed in prescribed format on a non-judicial stamp paper within 30 (thirty) days from the date of issue of L.O.I. / Work Order. However, no payment will be made without execution of contract agreement. Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI/ Work Order issued to the successful Tenderer shall remain binding amongst the two parties. In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

GENERAL CONDITIONS OF CONTRACT

A) *INTERPRETATIONS AND DEFINITIONS*

1. **Singular and Plural**

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

2. **Heading and Marginal Notes to conditions:**

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

3. **Definitions:**

- a) 'Corporation' / Purchaser shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines - 832 102, in the state of Jharkhand and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority mentioned in Schedule - F.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
 - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
 - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.

- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in Schedule - F to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, and maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

B) SCOPE AND PERFORMANCE

4. Contract Documents:

The Contractor shall be furnished, free of charge, two certified true copies of the Contract documents except standard specification, the Schedule of Rate and of all further drawings, which may be issued during the progress of the works. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

4.1 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

4.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian official secret act 1923(XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the Contract.

5. Works to be carried out:

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

6. Inspection of site:

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

es consequent on any misunderstanding or otherwise shall be allowed.

7. **Sufficiency of Tender:**

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

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

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed preference to small scale drawings and the figured dimensions in preference to drawing measured scale and the special conditions in preference to General Conditions.

8.1 In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.

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

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

10.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.

- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

10.b.1 Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows:-

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
- ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item

em specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.

- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the J.S.R./C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

11. **Suspension of works:**

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

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

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

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

- 13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.

13.2 If the works be delayed by

- (a) Force major, or

- (b) Abnormally bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- (f) Non-availability of stores which are the responsibility of Corporation to supply (Not applicable in this contract)
- (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation (Not applicable in this contract)
- 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 endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
14. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.

15 MATERIALS:

- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a)2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a)4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charge

es which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in compliance with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

- 15(a)5. All charges on account of GST and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.
- 15(b) Materials to be supplied by the Corporation: No materials are to be supplied by the corporation free of cost.

GENERAL

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

- 15.1. Corporation official concerned with the Contract shall be at liberty 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 workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 15.2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the Corporation all surplus materials originally supplied to him as per stipulation in the Contracts.
16. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which the site shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:

- i) That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him
 - ii) That such use or occupation shall not confer any right of tenancy of the land to the Contractor
 - iii) That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
 - iv) That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.
- 16.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain same as required from time to time and shall take up and clear the same 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.

17. **SETTING OF THE WORKS:**

The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary

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

18. **SIDE DRAINAGE:**

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

19. **NUISANCE:**

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

20. **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.

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

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

22. **PROTECTION OF TREES:**

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

23. **WATCHING AND LIGHTING:**

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

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

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

25. **INSPECTION AND APPROVAL:**

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

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for exami

nation and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

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

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

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.

27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.

27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

28. **REMOVAL OF WORKMEN:**

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

29. **UNCOVERING AND MAKING GOOD:**

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

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

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

31.1 **COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the

Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually authorize 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 authorized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

31.2 If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract.

31.2 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.

(b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

(d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32 **COMPENSATION FOR DELAY**

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. (See details Special Condition of contract)

33. **DEFECTS LIABILITY PERIOD:** The defect liability period for this work will be 06(Six) months from the date of completion of work. The defects observed during defect liability period due to any reason will be removed by contractor at their own cost.

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

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

- 34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule - F the same may be recovered by the Contractor directly from the insurers and shall be authorized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.
- 34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.
- 34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Purchaser's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.
- 34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

35. **FACILITIES TO OTHER CONTRACTORS:**

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

36. **NOTICES TO LOCAL BODIES**

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

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

37. **SUB CONTRACTS**

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

38. **INSTRUCTIONS AND NOTICES**

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

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

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

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

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

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

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

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

(b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from

suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

- ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- iii) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.

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

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

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

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

satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such

h commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.

- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafide methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.

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

41.1 The Accepting authority shall on such cancellation have power to

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

41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor 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.

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

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

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

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

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

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

43. **URGENT WORKS:**

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

44. **CHANGE IN CONSTITUTION:**

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

45. **TRAINING OF APPRENTICES**

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

46. **VALUATIONS AND PAYMENT:**

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

46.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

46.2 Joint Measurements shall be taken by the authorized representative of UCIL, and by the contractors or his authorized representatives. The measurement should be signed accordingly.

- 46.3 Before taking measurements of any work, the Consultant/UCIL shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the UCIL shall be taken to be correct measurements of the work.
- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.
- 46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice.

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications not withstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned in Schedule - F on or before the date fixed by the Engineer-in-charge for the work executed.

48.1 Payment on account for amount admissible shall be made as per clause No.46.2.

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

48.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

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

a) Contract amount not exceeding Rs. 5 Lakhs..... two months

b) Contract amount exceeding Rs. 5 Lakhs three months

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

50. **OVER PAYMENTS AND UNDER PAYMENTS**

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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 fa

iling that, under any other Contract with the Corporation (which may be available with the Corporation) or he shall pay the claim on demand.

- 50.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right 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.
- 50.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 50.3 Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor .
- 50.4 Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

51. ARBITRATION:

- 51.1 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 or 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 a 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.

51.2 **COST OF ARBITRATION**

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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.

51.3 **WORK TO CONTINUE**

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

52 **LAWS GOVERNING THE CONTRACT:**

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

53. **METHOD OF BLACK LISTING/ BAN VENDORS AND REVOCATION OF BAN:**

- a Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing of vendor's /contractor's name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. Names of such black listed vendors shall be widely circulated among all the units. However, CMD can revoke any black listing order subject to adequate justification for the same.
- b Further the competent authority CMD may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- C Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of :
 - i. If security considerations including question of loyalty to the state so warrant.
 - ii. 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.
 - iii. 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, in case of default, bad performance, misconduct, evasion or habitual default in payment of any tax levied by law, etc.
 - iv. The E.M.D. of such tenderer shall be forfeited on the basis of recorded reasons and with the approval of the competent authority. If such report is received after opening of price b

ids, but before award of order/work order then also quotations /tender of that tenderer shall be rejected and EMD forfeited after recording the reasons and with the approval of the competent authority.

- d Orders to ban a vendor shall be passed by Head of the unit in case of unit and CMD in case of HO. All such banned orders should be well publicized so that banned vendor is not engaged by any unit of UCIL.
- e An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- f An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.
- g Under exceptional circumstances, the Competent Authority at HO may on a review, revoke a ban
- h Clause of blacklisting of vendors as mentioned above is to be incorporated in General Conditions of Contract (GCOC).

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Special Terms & Conditions of the Contract:

Scope of Work: This contract is intended to look after the **Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines (CSR Job).**

1. **Taxes:** The quoted rate(s) are inclusive of all taxes and personnel protective equipment charges inclusive GST. And imposition of any new taxes/duties by the State Govt. or Central Govt. during the contract execution period will also be paid by the contractor. Offers with price variation clause will be outrightly rejected.
2. **Completion Period:** Time of completion for this work will be 12 (Twelve) months.
3. List of 187 Tubewells are attached in the Bid Document in Buyer Added Bid Specific Scope of Work (SOW) Clauses File Attachment for repairing and maintenance. (11 Pages of pdf documents to be referred as uploaded in Buyer Added Bid Specific Scope of Work (SOW) Clauses File Attachment of the Bid Document).
4. **Working Hours:** The work shall normally be carried out between 7:00 AM to 12:00 PM (Noon) and 02:00 PM to 05:00 PM on all working days. The extension of work beyond working hours, if any shall be carried out after obtaining prior permission of Engineer-in-charge for which no extra claim shall be entertained.

5. Defect liability period for this work shall be 06 (Six) months from the date of completion of this work. The completed unit/installation and service of the whole installation should remain guaranteed for that period of 06 (Six) months after trial run and commissioning of the unit to the satisfaction of the Engineer-in-charge.
 6. No escalation on any account whatsoever shall be paid against this work.
 7. You will have to give a certificate of liability for damage done by your employees/workmen and also provide detailed address of the employees/workmen also.
 8. Monthly RA Bill and One final bill shall be paid for this work.
 9. Safety precautions should be maintained during the execution of this work. All the safety appliances should be provided to the workman at your own cost.
 10. The contractor has to use his own tools, machines and implements whatsoever necessary.
 11. You shall cover all materials at site as well as the value of work awarded with requisite insurance against theft, larceny, dacoit, fire, tempest and flood and any other natural calamity.
 12. Quantity of any individual item may vary to any extent and be excluded altogether. Contractor will carry out all works up to a total variation of $\pm 10\%$ (Ten) on the contract price and all quoted rates shall remain firm within this limit.
 13. All other terms and conditions like compensation for delay, termination of contract, arbitration clause etc, shall be governed as per norms of the corporation.
 14. The 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-in-charge.
 15. After testing and sampling of water, the necessary removal cap to be fixed by the contractor at his own cost until the final installation of hand pump is carried out later on.
 16. In case there is no water yield from bore hole, no payment will be made against the work.
 17. After completion of repairing of tube wells for drinking water at surrounding villages, the performance of hand pump will be tested and to be certified by the concerned village Pradhans, villagers etc.
 18. A register/file must be maintained for complaints received from the villagers.
 19. Any grass/jungle stripping, cutting of bushes and removal of minor natural obstructions on the way or repairing and maintenance/other related work will be carried out by the contractor at no extra cost to Corporation.
 20. The Contractor must obtain written certificate from the villagers towards repairing of hand pumps in the villages for payment of bills.
 21. For brought-out items, only acceptable brands and products of approved manufacturers must be used during repairing of Hand Pumps.
22. The contractor shall execute the agreement with the corporation in the Performa approved by the corporation for the execution of the work, within one month or as directed from the date of issue of Work Order on non-judicial stamp paper of requisite value, which shall be provided by the contractor at his own cost including obtaining whole period insurance.
 23. The period of contract, stipulated in the agreement, may be extended for the execution of the awarded quantity and similarly the quantity may be increased for execution of the work up to 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. Contractor should hand over the clear site to the Corporation after completion of job after removing all the surplus materials, spoils, debris etc. failing which Company have right to:
- a) Retain the Final Bill till site clearance is completed, or
 - b) Engage some other agency to carryout site clearance at Contractor's risk and cost.
25. Joint measurement record should be maintained by the contractor for the O/o. of work done and should be duly signed by Engineer-in-charge/ Engineer's representative.
26. Due commencement of work shall be within 15 days from the date of issue of L.O.I./Work order and insurance and other formalities etc.
27. The employees of the contractor shall at no stage, during the execution or after the termination of the contract, 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.
28. 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/corporation.
29. The corporation may terminate the contract by giving 30 days notice, without any assigning any reasons whatsoever for the same.
30. Without prejudice to the right of the corporation as contained in clause above, the contract may be terminated partly or fully and these security deposits forfeited, at the discretion of the corporation without any notice to the contractor, in the following eventualities.
31. The contractor shall strictly comply with all the statutory guidelines of AERB as well as directives of safety officer of UCIL, Narwapahar from time to time.
32. The corporation shall have the right to stop the work giving prior notice for such time during which such stoppage is found absolutely necessary. For such stoppage the contractor will be given 24 hours notice and no claim for idle labour/transport etc. shall be entertained by the corporation (UCIL). If the performance of the contractor is not found satisfactory, the contract will be terminated within one month after giving due information to the contractor in writing by UCIL and will have sole discretion in this regard.
33. **Contractor must quote their rates against all the items in Schedule of quantities supplied along with this tender. If any contractor fails to quote any of the items, they have to execute without any payment**
34. This notice of Tender shall form a part of the Contract Documents.
35. Payment of Bill: The Contractor shall be paid on submission of their bill every month duly certified by the Officer-in-charge for this contract.
36. In case of discrepancy in quoted rate(s) and/or worked out amount(s) the following guide line will be followed:-
- a) In case of Item Rate Tender, only rate quoted shall be considered.
 - b) Rate quoted by the contractor in item rate tender in figure(s) and words should be accurately filled in, so that there is no discrepancy in rates written in figures and words. However, if a discrepancy is found, the rate either in figure or words; which corresponds with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If an amount of the item is not worked out by the contractor or it does not corresponds with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct.
 - c) Where the rate quoted by the contractor in figure and in words tally but amount is not worked out correctly, the rate quoted by the contractor will unless otherwise proved to be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.
37. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to sp

lit up the work, if necessary, without assigning any reasons thereafter.

SCHEDULE - D

Sl.No.	Category of labourer	Wages per day (Rs.)	Remarks
1.	Skilled labourer	Contractor's are required to enquire from time to time with the govt. authorities i.e. ALC (C) Chaibasa regarding the minimum wages rate payable and pay to the workman accordingly.	

Signature of Issuing Officer

Signature of Contractor

Date:

Date:

Note: It will be the responsibility of the Contractor to check-up time to time from the Government Authority the minimum wages rate payable and pay to the workmen accordingly.

SCHEDULE - F

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	Not applicable
Total Security deposit	NIL (< 05 Lakhs)
Time of completion of work	12 months from the 15th day of issue of letter of Intent (LOI) /work order whichever is earlier

Agreed liquidated damage	Up to a maximum of 5 percent of the contract price excluding taxes & duties
Defect Liability period	6 months from the actual date of completion of work as mentioned in Completion certificate issued by UCIL
On Account Payment	Monthly R.A. bill.
Refund of Security deposit (5 % of contract price including taxes & duties)	Not Applicable
Insurance	As directed
Authority for Appointing Arbitrator	Chairman and Managing Director.

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/we(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for Tender for
[Repairing & maintenance of 187 tube wells in nearby villages of Narwapahar Mines (CSR Job)], thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by UCIL, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Department Tender Document.

Signature of the Tenderer with seal

Bid Security Declaration Form
(To be submitted on the Bidder's Letter Head)

Date: _____

Tender No: _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation 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 validly 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 undersigned this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty 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 Securing Declaration)

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

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SPECIAL CONDITIONS OF CONTRACT (SCC)

This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the General Conditions of Contract (GCC). Whenever there is conflict, the provisions herein shall prevail over those in the GCC.

- 1.0 Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of these special conditions of contract.
- 2.0 The technical specification and standards of various works shall be specified in tender specification.

- 3.0 Ground area (without any finish) shall be given for construction of temporary storage/shed. The contractor shall demolish all such temporary structures constructed by him for erection and clean the site, unless, otherwise instructed by the purchaser.
- 4.0 No compensation shall be paid to the contractor for temporary idling of their workers, officers and equipment's etc. for hocking/matching up of the works, awarded for the existing works extension which may arise due to non-availability of site, facilities etc. However, best effort shall be put up by the purchaser, without disrupting production of the operating plant, to extend all help and facilities at site to the contractor for carrying out their works satisfactory without any loss of time and man-hour etc.

In case of stoppage of work by local people / local problems / bandh or any other unforeseen reasons, no idle charges will be paid by UCIL on any account.

5.0 PROGRESS REPORTS AND SCHEDULES

6.0 TIME OF COMPLETION

Time of completion for the complete package work shall be **12 months**. The time of completion shall be reckoned 15 days from the date of issue of work order/LOI whichever is earlier. However, the Tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a Completion certificate to that effect.

7.0 MEDICAL CARE

The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, Medical facilities of UCIL may be available to the contractor on chargeable basis.

8.0 Schedule of work

The successful contractor will have to submit a programme of work in the form of Bar Chart and PERT Chart showing the tentative progress of work of the above named work within 15 days of receipt of LOI, to the UCIL for his approval. The programme should be made to complete the system within the stipulated time period. The submission to and approved by the purchaser of such programme shall not relieve the contractor of any of his duties or responsibilities, under the contract.

9.0 Liquidated Damages (LD):

- a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).
- b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work (excluding Taxes and Duties)which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.
- d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.
- e) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

A. Delay attributable to UCIL / Force majeure

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

B. Delay attributable to Supplier / Contractor

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

§ All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.

§ The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.

§ In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

10.0 **FORCE MAJEURE:**

a) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

b) If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

c) If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

11.0 **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.

PAYMENT TERMS

01ST R.A. BILL

Following documents are also to be furnished before submission of 1st Bill, for payment processing:

1. Signed & Stamped (each page) copy of Work order.
2. Signed & Stamped (each page) Integrity Pact

MONTHLY BILL

The monthly Bills raised by Contractor shall be payable as under:

Basic amount arrived based on the actual monthly reports as mentioned below duly certified by UCIL, and agreed Special Terms and Conditions as mentioned in SLA.

Personnel Section

1. Bidder shall submit the repair/maintenance work report of tubewells duly countersigned by the Gram Pradhan/Villagers.
2. Monthly bill will be released on the successful repair of the existing tubewells.
3. Monthly bill needs to be raised and submitted to personnel section by 07th of every month.
4. Deduction in the monthly bills will be done on damage of assets provided by hired staffs of respective bidders.

Accounts Section

1. Certification of monthly bills by designated Official-in charge of UCIL.
2. Certification by designated Official-in charge of UCIL mentioning reimbursements/deductions made to contractor against monthly bills.

In case any or all of the documents listed as mentioned above is not submitted along with the invoice, payment shall be kept in abeyance till submission of the requisite documents. In such an event con

tractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping UCIL completely indemnified against any claims.

Payment shall be released within 30 days through RTGS upon submission of pre-receipted invoice along-with correct & complete documents at UCIL. UCIL will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents. The Contractor shall intimate their Bankers details and Account No. etc. to Accounts Section, UCIL, Turamdih.

FINAL BILL

Accounts Section

1. Pre-receipted invoice in three copies including original.
2. No claim certificate to UCIL.
3. Certificate of completion of all obligations by Contractor duly certified by UCIL Engineer in Charge.

INTEGRITY PACT

All the Users in GeM i.e. Contractor as well as UCIL agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

Integrity Pact guidelines

"The UCIL" And **"The Contractor"** hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The UCIL values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

Section 1- Commitments of the UCIL

1. The UCIL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the UCIL, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The UCIL will during the bid process treat all Contractor(s) with equity and reason. The UCIL will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The UCIL will exclude from the process all known prejudiced persons.
2. If the UCIL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the UCIL will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Contractor(s)

1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the UCIL's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the UCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the UCIL is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

Section 4: Compensation for Damages

1. If the UCIL has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the UCIL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the UCIL has terminated the contract according to Section 3, or if the UCIL is entitled to terminated the contract according to Section 3, the UCIL shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.

2. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".

The Parties hereby sign this Integrity Pact at _____ on _____.

UCIL BIDDER/CONTRACTOR

Signature

Name of the Officer

Designation

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-

Annexure - I

DECLARATION BY BIDDER

(To be furnished on letter head)

GEM Ref. No. & Date:

Tenderer's Offer No. & Date: No. dated

a. We hereby declare that our organization M/s _____ have not been banned or de listed by any Government or Quasi Government agencies or Public-Sector Undertakings.

b. We hereby declare that our organization M/s _____ have submitted the details, as require d in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of tendering or in orderi ng process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all exp enditure incurred by UCIL during this process without protest or demur.

c. We confirm our acceptance to all technical as well as commercial terms & conditions of the above referred tender enquiry without any deviation whatsoever.

d. On award of work order against the above tender enquiry, we undertake to comply with all legal regulatio ns and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, leg al notice etc. for the work to be executed by us. We shall keep UCIL fully indemnified against any or all claim s arising out of the above with regard to the subject order.

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

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3. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You/धन्यवाद---