



**URANIUM CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)  
(CIN:U 12000 JH 1967 GOI 000806)  
P.O. : JADUGUDA MINES, DIST.:SINGHBHUM(EAST)  
PIN-832102, JHARKHAND, INDIA  
Website:-uraniumcorp.in, phone No.: 0657-2730122,2730222,2730353

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**TENDER DOCUMENT**

**OF**

**N.I.T.No.JAD/CIV-281**

**(e-Tender)**

**PART – I**

**(TECHNO COMMERCIAL PART)**

**“Miscellaneous Civil Work at MURP Colony, Mosaboni  
(Inclusive of all materials & GST).”**



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**N.I.T. No.JAD/CIV-281**

**(e-Tender)**

**ITEM RATE TENDER**

**FOR**

**“Miscellaneous Civil Work at MURP Colony, Mosaboni  
(Inclusive of all materials & GST).”**

Note: - **Without filling the credential sheets in tender with copies of work order & completion certificate and last three years profit & loss statement and balance sheets, tender will be disqualified in Techno Commercial bid without any prejudice.**



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## C O N T E N T S

### PART –I (TECHNO COMMERCIAL PART)

<b>S.L.</b>	<b>Contents</b>
1.	Notice Inviting Tender.
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3.	General Information
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10.	Proforma for Bank Guarantee Against Performance Guarantee
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16.	Documents to be provided by contractor
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Ref:- UCIL/CE(M)/2021/ 200

Date : 17/12/2021

### N.I.T. No.JAD/CIV-281

Open tenders in One part (Part-I Techno-Commercial Part & Part-II Price Part) in prescribed format are invited from contractors having experience in similar nature of works in last seven years ending last day of month previous to the one in which applications are invited should be either of the following:-

1. PQC:-The contractor must have completed

One similar nature of work not less than Rs. 15.09 lakh i.e.80 % of the estimated value of the work or One similar nature of work not less than Rs. 09.43 lakh each i.e.50 % of the estimated value of the work or Three similar nature of work not less than Rs.07.54 lakh each i.e. 40 % of the estimated value of the work.

2. Minimum average turnover of Rs. 05.66 lakh i.e. 30 % of the estimated value of the work for last 3(three) financial years and submission of duly audited Profit & loss account and balance sheet of financial years 2017-18, 2018-19 & 2019-20.

1.	Name of Work:-	Miscellaneous Civil Work at MURP Colony, Mosaboni (Inclusive of all materials & GST).
2.	Cost of tender documents	Rs. 500.00
3.	Estimated value of work	Rs. 18,86,671.00 (Including GST)
4.	Completion Time	06 (Six) months
5.	EMD / Bid Security Declaration	" <b>Bid Security Declaration</b> " to be submitted on the Bidder's Letter Head along with the Tender Fee as per format Specified in Tender Documents.
6.	Date of Commencement of Uploading of Tender Documents from:	17/12/2021
7.	Last date of uploading & submission of filled tender document (Tech. + Price) Part	17/01/2022 Up to 3:00 PM
8.	Last Date of Submission of Uploaded Documents in Hard Copy of Uploaded Documents like EMD/ Bid Security Declaration, PQC, Cost of Tender document (SBI challan /D.D).	17/01/2022 Up to 3:00 PM
9.	Opening of Techno-Commercial bid Part-I	18/01/2022

Similar nature of work means:- "**Civil Work /Civil Maintenance Work**"

The tender can be downloaded from UCIL e-proc site <https://etenders.gov.in> , The cost of tender fee shall be paid through SBI Challan or Demand Draft payable at SBI Jaduguda in favour of UCIL. The copy of cost of tender documents in SBI Challan/Demand Draft shall be uploaded in UCIL e-proc site.

**The original DD/SBI Collect Challan (UCIL Copy), Hard copy of Uploaded Document like PQC, NSIC/MSME, and EMD/Bid Security Declaration shall be submitted on or before the due date and time in the O/o. G. M. (Instrumentation / Pers & IRs/ CP) failing in which the tender offer shall be summarily rejected.** In case of NSIC/MSME units, proper and valid documentary proof shall be uploaded at UCIL e-proc site <https://etenders.gov.in> for exemption from submitting Cost of tender fees / E.M.D.

The tenders are to be uploaded at UCIL e-proc site <https://etenders.gov.in> in all respect on or before the stipulated date mentioned above. Physical offers shall not be accepted by the corporation at any case.



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The tender shall be opened by the Corporation's authorised representative(s) in the presence of tenderers, who may like to be present, at Jaduguda at scheduled time and date of opening of the tender. The price parts of only the qualified tenderers who qualify on the Techno Commercial part shall be opened.

FOR URANIUM CORPORATION OF INDIA LIMITED



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## BANK CHALLAN FORMAT

## Annexure - 1

Uranium Corporation of India Limited	Uranium Corporation of India Limited	Uranium Corporation of India Limited
		
Branch Copy 	Contractor/Candidate/Supplier Copy 	UCIL Copy 
Advt. No. / NIT No. _____	Advt. No. / NIT No. _____	Advt. No. / NIT No. _____
SBI Branch Name: <b>JADUGUDA (00227)</b>	SBI Branch Name: <b>JADUGUDA (00227)</b>	SBI Branch Name: <b>JADUGUDA (00227)</b>
A/C No. <b>35769323064</b>	A/C No. <b>35769323064</b>	A/C No. <b>35769323064</b>
Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____
Amount: Rs. _____	Amount: Rs. _____	Amount: Rs. _____
Bank Charges Rs. _____	Bank Charges Rs. _____	Bank Charges Rs. _____
Total Amount: _____	Total Amount: _____	Total Amount: _____
Amount in word: _____	Amount in word: _____	Amount in word: _____
Journal No. _____	Journal No. _____	Journal No. _____
Depositing Branch Name/Code	Depositing Branch Name/Code	Depositing Branch Name/Code
Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature
Authorised Official Signature	Authorised Official Signature	Authorised Official Signature
<b>Important instructions</b> 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	<b>Important instructions</b> 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	<b>Important instructions</b> 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.



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### **GENERAL INFORMATION**

1. Project : Uranium Mining Project
2. Executing Agency : Uranium Corporation of India Ltd.  
(A Govt. of India Enterprises)  
Jaduguda Mines, East Singhbhum  
Dist. – Jharkhand, PIN 832 102
3. Site : Jaduguda Colony.

Location : Jaduguda Mine. The Uranium Corporation of India Ltd., Jaduguda is connected by both rail and road links and is situated on the Howrah-Mumbai Line of S.E. Railway at a distance of 232 KM from Howrah and 27 KM from Tatanagar. The name of the Railway Station is Rakha Mines. Jaduguda is at a distance of about 35 KM from Tatanagar by road on Tata-Mosaboni Road. The main plant is located at about 5 KM from the Rakha Mines Railway Station



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### **SCOPE OF WORK**

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

- 1) Civil Maintenance work of Industrial Building, Roads etc. of Colony.
- 2) Carpentry Maintenance work of Building.
- 3) Maintenance of Plumbing work of Building
- 4) Regular supply of manpower as per schedule of quantity
- 5) Painting of existing buildings.
- 6) Sanitary installation as per requirement.
- 7) The contractor has to carry out all civil works as is mentioned in BOQ.
- 8) The scope of work also includes the following for which no extra payment will be made. Therefore, contractor may consider this while quoting their rate of other items as mentioned under bill of quantities for various items of work.

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





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### CONDITIONS OF TENDERING

#### PREPARATION OF TENDERS

#### TENDERERS TO STUDY

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.

The Tenderer shall be deemed to have read all documents.

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 of 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.**

**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.**

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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.

Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.

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.

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 UCIL e-proc site only**.

Bids submitted manually shall be rejected.

### Language

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

### 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.

### MISINFORMATION

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

### DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable.

### NOT MORE THAN ONE TENDER

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.

### 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.

### 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 complete withdrawal of invitation of tender.



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

### UPLOADING/SUBMISSION OF TENDER

Tenders to be in One parts.

Unless otherwise instructed to the contrary all tenders shall be submitted in One parts i.e; **Part-I: Techno-Commercial** and **Part-II: Price Part**. Tenders are to be uploaded as per prescribed format, supported by relevant papers asked for.

First of all, only Techno-commercial part (Part I) of the offer will be opened and Price part (Part II) of only those tenderers, who qualify Techno- Commercially, will be opened at later date. Date of opening of Price part will be intimated to Techno-commercially qualified tenderers later on.

#### LIST OF DOCUMENTS TO BE UPLOADING/SUBMITTED IN PART-I

- (a) Tenderer's covering letter.
- (b) Cost of tender document
- (c) Document showing deposit of earnest money, as asked for, in the NIT
- (d) Filled in proposal exhibit sheets.
- (e) List of jobs (Work order copy along with BOQ) executed during last 05 (Seven) years with following information's :-
  - (i) Name of purchaser and name of work.
  - (ii) Scheduled completion time with name and nature of jobs with awarded value & completed value.
  - (iii) Actual completion time of the work.
- (f) PAN, GSTIN, PF No. & Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.
- (g) Financial status, Balance sheet, Profit and Loss Account for last three years, Chartered accountant certificate as per Financial Qualifying Criteria
- (h) Integrity Pact duly signed & stamped.

#### LIST OF DOCUMENTS TO BE SUBMITTED IN PART-II (PRICE BID)

- a) Filled in Schedule of quantities (mentioned under price proposal in NIT tender document) which included the list of items of work quantities of each items, rate quoted and amount computed for all items and total value of work.

#### DOCUMENTS COMPRISING THE BID -

The tenders are to be uploaded at UCIL e-proc site <https://etenders.gov.in> on or before due date & time fixed for submission of the bid. Physical submission of tender shall not be accepted.



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### **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.

### **DELIVERY OF TENDER**

2.4.1 The completed tender with all enclosures shall be uploaded at UCIL e-proc 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 there from. 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/Bid Security Declaration to be furnished by the bidder as per format mentioned in the Tender documents and to be submitted along with the submission of the Hard Copy of Uploaded Documents.

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### EMD EXEMPTION.:

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered work will be exempted from submission of EMD & Cost of Tender. The tenderer should enclose an authenticated/ notarized copy of their valid registration certificate (latest) with NSIC, MSME, SSI, DGS&D for grant of exemption.

PSUs, State Government Undertakings are exempted from payment of EMD with the prior approval of competent authority of UCIL.

### SECURITY DEPOSIT

Total amount of Security deposit will be 3% of the awarded value of work i.e. Contract price, shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

(a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

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

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

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

(b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

(c) **Refund of Security Deposit:**

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.

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



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remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

### 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 (@18%) 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 **06 (Six) 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.

### 10.00 OPENING OF TENDERS

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

### 11.0.0 DRAWINGS :

Tender drawings (If Required) are enclosed separately for general idea of works and reference. All drawings forwarded as part of the Tender whether so required by any reference in the specifications or not shall remain the property of the Purchaser. All the drawings are to be signed and returned.

### 12.0 SECURITY

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 (274III 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).

13. The eligibility to be decided strictly based on document submitted at the time of receipt of tenders. No additional documents we allowed to be submitted after receipt of tenders but there is no bar to seek clarification on



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authentication of submitted documents. However in case of poor response , with a view to increase the competition , admission of additional documents to meet the PQC may be allowed subject to the condition that

(a) "Poor response " implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT .

(b) The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

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

The opportunity of submission of additional documents be given to all the bidders .

### **DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR**

( To be filled-in by the tenderer/contractor )

1. Name of the Firm/Company of the Tenderer : \_\_\_\_\_
2. Name & address of the Chief Executive/ Chairman and Managing Director of the Firm with Telephone no. . : -----  
-----  
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3. Registered Office and address of the firm With Telephone and Fax no. : -----  
-----  
-----
4. Address for Correspondence/all communications with the firm : -----  
-----  
-----
5. Name, designation, address of the person authorised to deal with this tender/work : -----  
-----  
-----
6. Nature of the registration of the firm : Limited Co./Private Ltd./  
Partnership Co./Proprietor shipfirm
7. Registration No. with date and Registering Authority : -----  
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<u>8.Name of Directors/Partners</u>	<u>Occupation</u>	<u>Address</u>
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**PIN-832102, JHARKHAND, INDIA**

**Website:-uraniumcorp.in, phone No.: 0657-2730122,2730222,2730353**


9. Address of the office/work site of the : -----  
tenderer, nearest to the place of -----  
work being tendered -----

10. Particulars about the professional persons employed by the firm :

Name of the professional persons & Address	Qualification	Experience in no. of years	Nature of experience	Date of joining

11. Details of the work experience of the firm :

Name & Address of the client	Name of the work & Contract No.	Value	Completion time	
			Scheduled	Actual





## URANIUM CORPORATION OF INDIA LIMITED

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12. Financial Particulars:

- (a) Authorized capital :
- (b) Paid up capital :
- (c) Working capital-limit in cash/credit for, bill Purchase/discount-forms etc. from the bank : Branch : -----  
Value of Rs. ....
- (d) Loans and Advance taken :
- (e) Loan and advances outstanding :

f) Value of work/turn over done during preceding three years (2018-19, 2019-20 & 2020-21) :

Financial year	Value of work	Income Tax deposited

g) Audited balance sheet and profit and loss Account for the last 3 years 2018-19, 2019-20 & 2020-21.

13. Furnish copy of Income Tax Return for the last three years 2018-19, 2019-20 & 2020-21.

14. Income Tax/PAN/GIR No. :
15. GSTIN :
16. Contract Labour Regulation & Abolition Act, Regd. No. :
17. Any other relevant Regn. No. if any :
18. Details of ownership of various construction equipments furnished as enclosed :

Name and signature of Authorised Representative of Tenderer/Contractor



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### LIST OF SIMILAR JOBS ONLY EXECUTED DURING LAST 7 YEARS (STARTING FROM MOST RECENT JOB)

Year	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021
Name of the Work							
Name & Address of client with contact phone no.							
Contract value							
Completion period							
Date of commencement							
Date of completion							
Reasons for delay, if any							
Completion cost including all materials							
Completion certificate enclosed (Yes/No)							
Dispute, if any (Yes/No)							

Note: Extra sheets can be enclosed, if the above space is not sufficient

Sign of Tenderer



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**DECLARATION FORMS**

To

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Tender Notice No.

Date:

Name of work :

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 alongwith 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



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### Bid Security Declaration Form

Date : ..... Tender No. ....

To (insert complete name and address of the purchaser )

I/We the undersigned , declare that :

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

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

I/We understand this Bid 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 )

Date on ..... day of ..... (insert date of signing ) Corporate seal (where appropriate )



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### 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 Bidders ) am/ are submitting this declaration in lieu of Bid Security / Earnest Money Deposit for the Tender for ..... ( insert Title of the Tender ) (Tender No. ....), thereby fully accepting that I /We will be suspended and shall not be eligible to participate in the Tenders invited by URANIUM CORPORATION OF INDIA LIMITED , 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 Departmental Tender Document.

Signature of the Tenderer with seal



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### 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 the “Miscellaneous Civil Work at MURP Colony, Mosaboni (Inclusive of all materials & GST).” 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 along with 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 convents 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.



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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 construed as part of this Agreement, as though fully written out and set forth herein.

ANNEXURE – A :

The Tender document for **"Miscellaneous Civil Work at MURP Colony, Mosaboni (Inclusive of all materials & GST)"**.

as specified in Tender Specification N.I.T No.JAD/CIV-281 Dtd. 17.12.2021.

- (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

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)



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P.O. JADUGUDA MINES

DIST: EAST 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 emendable 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 One 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 Contractor

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### PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as „The Tenderer“) entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 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 guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

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



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

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

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

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

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

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

\_\_\_\_\_ Bank

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

Bank's Common seal



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### PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to 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 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 guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

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



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

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

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

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

\_\_\_\_\_ Bank

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

Bank's Common seal



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### **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 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 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



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forbearance, act or omission on the part of the UCIL or any indulgence by the UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

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

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,

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

Bank's Common seal



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### PRE CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on .....day of the month of ..... year ..... between Uranium Corporation of India Ltd (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....(hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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





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(A Government of India Enterprise)

(CIN:U 12000 JH 1967 GOI 000806)

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PIN-832102, JHARKHAND, INDIA

Website:-uraniumcorp.in, phone No.: 0657-2730122, 2730222, 2730353

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The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **Commitments of BIDDERS**

- 3 The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.





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The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

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

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

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

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

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

- (i) Bank Draft or a Pay order in favour of \_\_\_\_\_
  - (ii) A confirmed bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified by the RFP).
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The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

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

No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

### **6 Sanctions for Violations**

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

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

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



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

### 7 Independent Monitors

At present UCIL have not independent monitor.

### 8 Facilitation of Investigation

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

### 9 Law and Place of Jurisdiction

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

### 10 Other Legal Actions

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

### 11 Validity

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

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

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

	BIDDER
BUYER	
Signature	
Name of the Officer	
Designation	



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<u>Witness</u>	<u>Witness</u>
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# GENERAL CONDITIONS OF CONTRACT



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### **GENERAL CONDITIONS OF CONTRACT**

#### A) *INTERPRETATIONS AND DEFINITIONS*

##### 1. **Singular and Plural**

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

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

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

##### 3. **Definitions:**

- a) `Corporation` / 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.



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- 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, One 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



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at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

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

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 charges consequent on any misunderstanding or otherwise shall be allowed.

### 7. Sufficiency of Tender:

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





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### 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.

### 9 Security Deposit:

Total amount of Security deposit will be 3% of the awarded value of work i.e. Contract price, shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

#### (a) Acceptable mode of payment of **Initial Security Deposit:**

Bank Guarantee issued by SBI, Jaduguda/ Hartopa or Punjab National Bank, Jamshedpur or from Bank Guarantee obtained from any Indian nationalized bank of schedule banks to be jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the Corporation and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the completion period of work / extended period if any, with a claim period of Six months beyond its required validity.

(b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

#### (c) Refund of Security Deposit:

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.

(d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

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

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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.

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.

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



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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 can not 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 15<sup>th</sup> 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.

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 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed in the Contract has elapsed 3/8<sup>th</sup> before 3/4<sup>th</sup> of such time has elapsed.



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If the works be delayed by

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

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.

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 refer 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.



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- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a)2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a)4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.
- 15(a)5. All charges on account of 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:** As per Schedule B.

### 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.

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

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

### 16. **LABOUR**

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

The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.

The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

A The Contractor shall comply with the provisions of EPF & MP Act 1952 for the purpose of provident fund to their contract labourers

The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.





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16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of "The Employees State Insurance Act, 1948" as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.

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

The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.

In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.

### **Model Rules for Labour Welfare:**

The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as provided under the Rules framed by the appropriate government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.



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### **Double Insurance :**

The Contractor should obtain necessary **double workmen insurance coverage for total number of workmen deployed in this work** at his own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work . [“**Double Workmen insurance coverage**” means two insurance policies i.e. one Group insurance and one Term Insurance has to be obtained].

A contractual worker, who dies during the course and arising out of employment, shall also be provided with additional amount of financial assistance in the form of ex-gratia equivalent to the amount of compensation payable under the Employees Compensation Act, 1923. However, this additional amount of compensation shall be paid by the respective contractor through a suitable insurance policy.

17. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

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

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

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

18. **SETTING OF THE WORKS:**

The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances required

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

19. **SIDE DRAINAGE:**

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

20. **NUISANCE:**

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

21. **MATERIALS OBTAINED FROM EXCAVATION:**

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

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

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

23. **PROTECTION OF TREES:**

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

24. **WATCHING AND LIGHTING:**

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



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### 25. CONTRACTOR'S SUPERVISION – SUPERVISORY STAFF:

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

### 26. INSPECTION AND APPROVAL:

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

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

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.

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.

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.



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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 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.

**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 item 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



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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.

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 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



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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.

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.

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.

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.

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.

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



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– 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.

The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there

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.

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.

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





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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.

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.

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.

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.

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.

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 authorize on the work to the full extent because of the foreclosure.



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- (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:**





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If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non – bonafide methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or



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- 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.

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.

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.

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.

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



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the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

#### **43. URGENT WORKS:**

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

#### **44. CHANGE IN CONSTITUTION:**

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

#### **45. TRAINING OF APPRENTICES**

The Contractor shall during the currency of the Contract, when called upon by the Engineer-in-charge engage and also ensure engagement by Sub-Contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories as directed by E.I.C. and for such periods as may be



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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.

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.

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.

Before taking measurements of any work, the Consultant/UCIL shall give a reasonable notice to the Contractor. If the Contractors 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.

The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

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.

Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.

#### 47. METHOD OF MEASUREMENTS:

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

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

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.

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.....Four months

b) Contract amount exceeding Rs. 5 Lakhs .....Six 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  $\pm 10\%$  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

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand.

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.



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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.

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 One 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.

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:

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.





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

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

### **COST OF ARBITRATION**

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

### **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



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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 bids, 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).

### **54. EMD is liable to be forfeited if:**

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.





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- b) The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
  - c) In case bidder submits false/fabricated documents.
  - d) In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.
- ❖ Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.
  - ❖ The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.
  - ❖ Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/stores/works for which the tender is floated) by the authority competent to conclude supply/ contract orders.
  - ❖ In specific tenders where there may not be good response or for any other reasons, EMD can be waived with prior approval of competent authority before finalization of tender.
  - ❖ EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable should be returned immediately once the L1 bidder is decided.
  - ❖ In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled /nationalized Bank. The genuineness of BG should be checked from the issuing bank.
  - ❖ In repetitive /routine works, Vendors may submit EMD in the form of Security Deposit . The vendors depositing security deposit EMD of Rs 50000/- shall be allowed to quote any number of works for works up to Rs. 10 lacs and Vendors depositing Rs 1 lacs shall be allowed quote any number of works for works upto 20 lacs , without submission of EMD . The EMD exemption shall be allowed as long as SD remains with the UCIL. In case of default by the bidder (when L1 backs out) the 2 % of estimated cost shall be recovered from the security EMD lying with UCIL. In cases when L1 defaults in more than one works and when the recovery is more than SD, the recovery shall be effected from the other bills of the defaulter bidder. The vendors who don't want to submit Security Deposit shall also have an option of submitting work wise EMD @2 % of estimated cost.



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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 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.

3. **TIME OF COMPLETION**

The time of completion shall be reckoned from the date of commencement. The work shall be considered finished only if the Engineer-in-charge has issued a Completion certificate to that effect.

4. **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.

5. **Schedule of work**

**Working hours: Contractor may execute the work normally in General shift from 07:00 AM to 05:00 PM .**

6. **SECURITY DEPOSIT**

Total amount of Security deposit will be 3% of the awarded value of work i.e. Contract price, shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

**Acceptable Mode of payment of Initial Security Deposit :-**



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**In properly executed Bank Guarantee issued by any Indian Nationalized Schedule banks in the approved format as enclosed herewith.**

### **Return of 3% Security Deposit**

The security deposit of 3% of contract price shall be returned after expiry of defect liability period or payment of final bill, whichever is later.

### **7. LIQUIDATED DAMAGES (LD):**

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

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

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

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

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

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

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

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

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



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	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.

13.1 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).

#### **14. COMPENSATION FOR DELAY:**

- 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 there of on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract ( excluding taxes and duties)
- Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.
- If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.
- 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).

#### **15. FORCE MAJEURE:**

- 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,



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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.

### 16. 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.

### 17. TERMS OF PAYMENT: A] Before release of Running Amount (R.A.)/Final bill, the following documents are to be submitted along with this bill :-

- I) A copy of Employee Register Form – A [ Part “A” & Part “B”]
- II) A copy of Wages Register Form – B
- III) A copy of Register of Loan/Recoveries Form – C
- IV) A copy of Attendance Register Form - D
- V) A copy of Register for Rest/Leave/Leave Wages Form – E
- VI) A copy of Bank Statement
- VII) A copy of Wages Slip
- VIII) A copy of PF Challan
- IX) A copy of Bonus Statement
- X) A copy of Labour Insurance
- XI) A copy of Work Order
- XII) A copy of Labour License(If Required).



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B] Following documents should be submitted along with the final bill.

- a) Monthly R.A bill will paid to the contractor against GST invoice
- b) Pre receipted signed (GST) invoice
- c) Copies of deviations statement and order of extension of time, if granted
- d) Royalty clearance certificate from district mining officer
- e) Issue of Completion certificate by UCIL
- f) No claim certificate from contractor
- g) Any other document as deemed necessary

18. Contractor to follow security rules enforced by the owner

The contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by the owner from time to time. Entry to the works premises of the owner is strictly restricted and only bona fide pass/permission holders are allowed.

19. PRICE VARIATION

**Labour escalation** : Labour Escalation is Not Applicable

20. APPROVED MANUFACTURER LIST :

21. Final bill will not be entertained unless the same is accompanied with all norms of contract document.

22. CONTRACTOR'S SITE ESTABLISHMENT

Site office and stores

The contractor shall build at his own cost a suitable site office and necessary stores on the portion of the land allotted to him in an approved manner. The contractor shall maintain and keep his office and stores in good condition throughout the execution of the works.

23. VARIATION AND SCHEDULE OF QUANTITIES

**The quantities set out in the schedule of items are the estimated quantities of the permanent works only. The quantities may vary from those indicated in the tender documents due to the actual condition of the site or due to other reasons. The contractor shall carry out all the work up to a total variation of  $\pm 10\%$  on the contract price and up to any extend on individual items of schedule of quantities. All tendered rate shall remain firm within this limit and extra items may be included.**

**Extra items:**

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,
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the Contractor shall carry out the additional, altered or substituted item at the same rate.

ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

iii) If the rate for any additional, altered or substituted item of work can not 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 C.P.W.D./J.S.R.(as applicable) 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 Contract based on item rates or lump sum).

iv) If the rate for any altered, additional or substituted item of work can not 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) **of material and labour with 15% extra to cover overhead and profits.** 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) **of material and labour with 15% extra to cover overhead and profits.** For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

### 24. Water

- (a) Water may be provided at a single point near work site but subject to availability otherwise contractor will have to arrange himself at their own cost for that no payment will be reimbursed by UCIL.
- (b) Contractor has to arrange/make their own arrangement for extension from above point of supply.

25. **Electricity** can be provided at one point near work site subject to availability. Extension if required till have to be arranged by the contractor, but subject to availability otherwise contractor will have to arrange himself at their own cost for that no payment will be reimbursed by UCIL.

### 26. TAXATION CLAUSE

#### TDS FOR INCOME TAX

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

#### GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:





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- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies **Including GST** (As per GST act). However, bidders have to clearly show the amount of GST separately in the Tax Invoices raised by them. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, UCIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and UCIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Uranium Corporation India Ltd.
  3. **L1 bidder will be decided based on lowest total quoted rates, rebates if any of package + GST (@18%) for the entire work as given in price part format which will be added automatically over quoted total rates after rebates if any.**
  4. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
    - a. Adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to UCIL.
  5. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
    - a. The said revised rate shall be reimbursed or recovered only if the reason for extension of the contract is attributable to UCIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
  6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other
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documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax NeOnerk (GSTN), submission of general information as and when called for by UCIL in the customized format shared by UCIL in order to enable UCIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable UCIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

7. In case Input Tax Credit of GST is denied or demand is recovered from UCIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. UCIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

8. All bidders shall maintain high GST compliance rating track record at any given point in time.

9. All bidders shall avail the most beneficial notifications, abatements, exemption etc., if any, as applicable for the supplies under the Goods & Service Tax Act.

The Contractor must be registered under GST Act and **GSTIN** must appear in all Tax invoices. No progress payment shall be released to the Contractor unless the Contractor furnishes invoice and other document as per GST Act. Any tax liability/penalty due to failure on the part of the Contractor under GST Act shall be to the Contractor's account.

The Contractor shall certify, if required by PURCHASER, that due tax have been paid by him on this order and produce evidence of tax paid, which is legally due and payable on this order. PURCHASER shall bear no liability in respect of any taxes, duties, levies etc. whatsoever.

All applicable taxes & duties, levies, cess, etc shall be as per the Goods and Services Tax 2017 Act and Rules and modifications/amendment, if any.

### **27. VARIATION IN TAXES & DUTIES**

The adjustment in the Contract Price towards variations in taxes shall be applicable which are enacted within the scheduled Contractual execution period, provided the work is completed within the "Time of Completion" of the Contract. For any variations in taxes enacted after the Contractual execution period, the adjustment in the Contract Price shall not apply, in case the reasons for delay is not attributable to the Purchaser, notwithstanding extension to the "Time of Completion" is granted. However, if the completion of the work is delayed due to reasons attributable to the Purchaser and extension to the "Time of Completion" is granted and variations in taxes enacted after the Contractual execution period, the adjustment in the Contract Price due to variation in taxes shall be allowed within the extended "Time of Completion" of the Contract. Variation in taxes & duties on inputs of works, raw materials, etc. shall not be reimbursed.

The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes, shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual execution period, adjustment in the Contract Price shall not apply.



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### 28. SUB-LETTING

The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of Purchaser. Such consent, if given, shall not establish any contractual relationship between the Sub-CONTRACTOR(s) and Purchaser and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, Purchaser reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which Purchaser may sustain in consequence or arising out of such replacing of the contract work.

### 29. GUARANTEE/WARRANTY/DEFECT LIABILITY PERIOD

As Per Schedule F.

### 30. 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.

32.1 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.

**32.2 Joint Measurements shall be taken by the Contractor and by UCIL or by the authorized representative.**

32.3 Before taking measurements of any work, the contractor shall give a reasonable notice to the Consultant.

32.4 Corporation shall provide one Pair Gumboot and helmet on returnable basis to each of the Contractor's workmen engaged for work.

33. Measurement shall be signed and dated by both parties each day on the site on completion of measurement.

The eligibility to be decided strictly based on document submitted at the time of receipt of tenders. No additional documents we allowed to be submitted after receipt of tenders but there is no bar to seek clarification on authentication of submitted documents. However in case of poor response , with a view to increase the competition , admission of additional documents to meet the PQ criteria may be allowed subject to the condition that

- (a) "Poor response " implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT .
  - (b) The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
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© The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

The opportunity of submission of additional documents be given to all the bidders .

### **34. Double Insurance :**

The Contractor should obtain necessary double workmen insurance coverage for total number of workmen deployed in this work at his own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work . [“Double Workmen insurance coverage” means two insurance policies i.e. one Group insurance and one Term Insurance has to be obtained].

A contractual worker, who dies during the course and arising out of employment, shall also be provided with additional amount of financial assistance in the form of ex-gratia equivalent to the amount of compensation payable under the Employees Compensation Act, 1923. However, this additional amount of compensation shall be paid by the respective contractor through a suitable insurance policy.



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### ANNEXURE – II

#### DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

#### PROJECT MANAGEMENT DOCUMENT TO BE SUBMITTED BY THE CONTRACTOR

Documents (to be submitted by the successful bidder) are listed below:

Sl. No.	Document Description	Initial submission	Subsequent submission
1.	Overall Schedule – NeOnerk format	Within 15 days from the date of L.O.I.	Revisions and Status reporting on quarterly basis
2.	Detailed construction schedule & resource deployment plan	- Do -	- Do -
3.	Monthly Progress Report	End of first month	Every month

**Note:**

1. Initial issue of each of these documents should contain the schedule dates.
2. Subsequent issues of these documents should be updated so as to include the actual progress.
3. NeOnerk should be in sufficient detail to clearly establish the logical relationships with various activities of the work (indicative activity break-up is enclosed).
4. Monthly Progress Report :  
Shall cover the progress achieved in different areas of the work package during the reporting period along with the “Time Analysis” of the neOnerk schedule. Hold-ups / problems requiring the owner’s / consultant’s attention should be highlighted in the report. Cut-off date for reporting and submission date will be intimated by UCIL / Consultant.
5. In the event of there being significant deviation in actual progress from the schedule, an **EXCEPTION REPORT**, clearly stating the causes for such deviations and also containing contingency plans shall have to be submitted over and above the documents listed above.



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# SA F E T Y R U L E S

## SAFETY OF CONTRACTORS EMPLOYEE

1. The Contractor shall at all times, take all reasonable precaution for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the Safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Jaduguda for a specified contract.

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

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.
3. Contractor shall have at least one person fully trained in first Aid present at the site of work all the time.
4. Contractors must report to the Safety Officer (Mill) through their contracting Officers every accident involving.  
--- Their personnel, UCIL property or personnel, ---Property or personnel of other contractors working on the site.

Contractors must report to the Safety Officer(Mill) immediately on becoming aware of any accident of Type-A(See Appendix-I) giving the following information:-

---Name of the informant, ---Nature and location of incident being reported, ---Name of supervisor/Engineer-in-charge, location and telephone number where he can be reached.

Contractors shall submit their investigation reports, through their contracting Officer, to the Safety Officer (Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A(See Appendix-2).

In the case of Type-B accidents (See Appendix-I), contractors shall submit their investigation reports, through their contracting officers, to the Safety Officer(Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A.

Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form-B(See Appendix-3) and be sent to the Safety Officer(Mill) by the 7<sup>th</sup> of the next month.

Prime contractor reports shall include the mandays lost and occurrence of accidents under the jurisdiction of the sub-contractors.

Contractors shall submit a narrative on Safety activities and fire incidents for each month along with Form-B. The review should contain such items as personnel and programme chain, major project started and major problems.

Medical certificate of laborers" shall be given before start of the work.

Party has to deploy one experienced safety personnel to look after safety related issues at site.



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(A Government of India Enterprise)

(CIN:U 12000 JH 1967 GOI 000806)

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PIN-832102, JHARKHAND, INDIA

Website:-uraniumcorp.in, phone No.: 0657-2730122, 2730222, 2730353

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### APPENDIX-1

#### CLASSIFICATION OF ACCIDENTS

##### Type-A

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

##### Type-B

Minor injuries which result in laceration, abrasion, contusion etc.

Disabling injuries but not requiring hospitalization.



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## APPENDIX-2

### ACCIDENT INVESTIGATION REPORT

Name of the contractor and Project :  
Nature of the contract :  
Name of the Engineer-in-charge :  
Name of the injured person :  
Age :  
Address :  
Date and Time of accident :  
Place where the accident occurred :  
Nature of job :  
What was the injured person doing  
at the time of accident ? :  
Description of accident (in detail) :  
Nature of injuries :  
What was defective or in wrong condition that was  
responsible for the accident ? :  
What was wrong with working methods instructions? :  
What steps should be taken to prevent/recurrence  
of such accident? :  
Name of the Witness :  
Safety representative's remarks with signature and date :





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## APPENDIX – 3

### (FORM – B)

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

Name of the Contractor:

Name of the Project:

Name of the sub-contractor:

Name of the Safety representative  
of the project:

Total no. of persons working in the project:

Male

Female

Engineer:

Supervisors:

Labourers:

Total nos. of accidents(including type „A“ & „B“ accidents)

#### Disabling injuries

#### Non-disabling injuries

-----  
Agency

No.

-----  
No. of days lost/changed

Machine :

Handling Materials :

Full of persons :

Hand tools :

Fire/Explosive :

Collapse of excavation/structure :

Electric shock/burn :

Miscellaneous :



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**SCHEDULE-B**

**NO FREE ISSUE OF MATERIAL**

**SCHEDULE – D**

Sl.No.	Category of labourer	Wages per day (Rs.)	Remarks
1.	Un-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.



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### SCHEDULE – F

#### GENERAL CONDITIONS OF CONTRACT

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	Fifteen percent
Total Security deposit	3 percent of the contract price
Time of completion of work	06 (Six) months from the date of commencement.
Agreed liquidated damage	Up to a maximum of 5 percent of the contract price excluding taxes & duties
Defect Liability period	03 (Three) months
On Account Payment	Monthly R.A. bills will be paid.
Refund of Security deposit (3% of contract price including taxes & duties)	Total amount of Security deposit will be 3% of the awarded value of work i.e. Contract price, shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.
Insurance	As directed.
Authority for Appointing Arbitrator	Chairman and Managing Director.