

**URANIUM CORPORATION OF INDIA LIMITED**  
**A Govt. of India Enterprise.**

Subject: Annual Contract for Mechanical  
Maintenance Jobs in Leaching/ Neutralizing Section  
& Reagent Preparation Plant at Jaduguda Mill (2018-  
2019).

NIT No. UCIL/MILL/130/319/2018  
DATED 19/04/2018.

**E-TENDER DOCUMENTS**

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E-TENDER DOCUMENTS

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# URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

P.O.: Jaduguda Mines, Dist: East Singhbhum, Jharkhand-832 102.

CIN: U 12000 JH1967 GOI 000806

NIT Ref: **UCIL/MILL/130/319/2018 DATED 19.04.2018.**

## **NOTICE INVITING TENDER (NIT)**

E-Tenders are invited in two parts (Part-I: Technical part & Part -II: Price part) through UCIL's e-procurement website <http://www.tenderwizard.com/UCILEPROC> from domestic bidders meeting the eligibility and qualification criteria stipulated in the Bidding documents for the work/facilities mentioned below, on item rate basis.

Type of tender	E-tendering
Name of Work	Annual Contract for Mechanical Maintenance Jobs in Leaching/ Neutralizing Section & Reagent Preparation Plant at Jaduguda Mill (2018-2019)
Tender Estimated Cost	<b>Appox. Rs.18,82,650/-</b> including taxes
Total Contract period	<b>12 (twelve) months.</b>
<b>Pre-qualification criteria (PQC):</b> Sole Bidder should fulfill the eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids. <b>Pre-qualification requirement:</b> <b>A)Technical requirement:</b> Experience of having successfully completed similar work during last seven (7) years ending last day of month previous to the one in which tender is invited, and should have done either of the following: (a) One similar completed work costing not less than <input type="checkbox"/> 15.00 lakh OR (b) Two similar completed works costing not less than <input type="checkbox"/> 9.42 lakh each OR (c) Three similar completed works costing not less than <input type="checkbox"/> 7.53 lakh each "Similar Work" means Installation/ Erection/ Dismantling of steel structure/ Plant Equipments OR Maintenance of Plant Equipment in plants OR jobs of labour supply during last 7 years ending on 31.03.2018. <b>B)Financial requirement:</b> Bidder must have achieved an average minimum financial turnover of <b>Rs. 5.65 lakh</b> or more during last three years ending on 31.03.2017 (i.e. 2014-2015, 2015-2016, 2016-2017). *Gross turn over shall be considered for eligibility purpose.	
Earnest Money Deposit/ Bid Security	<b>Rs. 18,900.00 /-(Rupees eighteen thousand nine hundred only)</b> , deposited by way of demand draft drawn in favour of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227], if applicable.
Cost of Tender fee	<b>Rs.500.00/= (Rs. Five hundred only)</b> payable through UCIL's SBI challan/ through online SBI bank collects, if applicable.
Bid Document Download / E-bidding Start Date & time	21.04.2018 from 12.30 Hrs. IST
Tender Submission Date/ Bid Due Date & time with mode	<b>21.05.2018 by 15.00 Hrs IST Through <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> Website.</b>
<b>Submission of Bid:</b> The tenders are to be uploaded at UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> within the due date and time fixed for uploading the tender as mentioned in the NIT. Bidders are required to upload all tender forms and supporting documents which form part of the Bid in UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> . Physical submission of tenders shall not be accepted. <b>Further, the following documents in addition to uploading in the bid on UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> shall also be submitted in Original (in physical form) within the Tender Due Date &amp; Time through post/ courier/ given in person to the address mentioned below and the scanned copies of the same should be uploaded at UCIL e-proc site within the Due Date &amp; Time of tender submission otherwise the tender will be summarily rejected. UCIL will not be held responsible for the postal delay, if any, in the delivery of the document or non receipt of the same.</b>  <b>1. <u>UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable).</u></b> <b>2. <u>EMD/Bid Security (if applicable).</u></b>  <b>For submission of required original physical documents, the address is (On or before <b>21.05.2018 by 15.00 Hrs IST</b>) :</b> <b>Dy. General Manager (I/P &amp; IRs),</b> <b>Uranium Corporation of India Limited</b> <b>Jaduguda Mines, Singhbhum (East)</b> <b>Pin code- 832 102.</b>	
Tender Opening (Part-I:Techno-commercial)	At <b>21.05.2018 on 15.30 Hrs (IST)</b> in the office of Dy. General Manager(I/P & IRs), Jaduguda
After evaluation of the Techno commercial offers, the price part of the suitable parties will be opened.	
The successful tenderer shall have to comply with provisions of contract labour (Regulation & Abolition) Act, 1970 and EPF & MP Act, 1952 and rules framed there under. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to split up the work, if necessary without assigning any reasons therefore.	
Tenders without Tender fee, EMD, GSTIN reg. No., PAN No., EPF reg. No. will be summarily rejected. Bids with Consortium are not allowed.	

For and on behalf of Uranium Corporation of India Limited

### **Distribution:**

1. DGM (I/P & IRs)
2. DGM(Mill)-HOD
3. DGM (A/c) Works
4. Gen. Admin.
5. All Notice Board
6. File

**Instructions to Bidders (ITB)**

**A. Detailed instructions & documents to be furnished for online bidding.**

1. The MANUAL to submit bid online can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.
2. The interested bidders can view and download the documents like, Tender Notice, Tender Document, if any corrigendum, Addendum notices and drawings from the website <http://www.tenderwizard.com/UCILEPROC>.
3. Bidders are advised to visit website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this web site only.
4. Registered User should have legally valid Class 3 Digital Signature from the licensed Certifying Authorities (if applicable) and system configuration (minimum) as prescribed (if applicable).
5. Bidders should get ready with the scanned copies of cost of **Tender Fee & EMD** as specified in the tender document and upload the TENDER FEE, EMD, and ADDITIONAL OR SUPPORTING OR GENERAL OR TECHNICAL DOCUMENTS IN THE DOCUMENT LIBRARY (IF APPLICABLE). Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
6. **Submission of Bid:** The E-tender shall be submitted in 2 (Two) parts online. The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> within the due date and time fixed for uploading the tender as mentioned in the NIT. Bidders are required to upload all tender forms and supporting documents which form part of the Bid in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>. Physical submission of tenders shall not be accepted.

*Further, the **only two (02)** following documents in addition to uploading in the bid on UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> shall also be submitted in Original (in physical form) in the sealed envelope indicating NIT ref. No. within the Tender Due Date & Time through post/ courier/ given in person to the UCIL's address: D.G.M. (I/P & IRs), Uranium Corporation of India Limited, Jaduguda Mines, Singhbhum (East), Jharkhand- 832 102 and the scanned copies of the same should be uploaded at UCIL e-proc site within the Due Date & Time of tender submission otherwise the tender will be summarily rejected. UCIL will not be held responsible for the postal delay, if any, in the delivery of the document or non receipt of the same.*

<b>Table-1: List of documents must be required to be submitted in original (in its physical form)</b>
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|--|
| <b>1. UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable).</b> |
| <b>2. EMD/ Bid Security (if applicable).</b>   |

7. The department will not be responsible for delay in online submission due to any reason.
8. All the required information for bid must be filled and submitted online.

9. Tenderer may re-upload the price bid N number of times within tender closing date and time by clicking "Update" and follow same process of bid sheet upload (if applicable).
10. Tenderer may withdraw from the bid at any time before the due date and time fixed for submission of the tender. **Once withdrawn the tender cannot be taken back.**
11. For two stages tender, first Techno-commercial stage is to be opened followed by Cost open. The tenders after receipt shall be opened on the stipulated date and time by the UCIL's representative in presence of the intending bidders. The price part of the tender will be opened only after evaluation and scrutiny of Techno- Commercial Bid & E.M.D, if required.

**B. Details of documents to be furnished for online bidding**

- i) Scanned copies of the following documents to be up-loaded on the web portal <http://www.tenderwizard.com/UCILEPROC> as per **Annexure -1: Bid Submission**.  
*Note: All documents mentioned in Annexure-1: Bid Submission shall be uploaded on E-tender web portal <http://www.tenderwizard.com/UCILEPROC>. E-bid with absence of any document will invite rejection bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.*
- ii) Download the **technical bid sheet** in .xls format sheet without changing the File Name & File Type and save on the computer. Filled the **technical bid sheet** and upload the Filled File though digitally sign & Upload Option.
- iii) Download the **PRICE SCHEDULE/ BILL OF QUANTITY** in .xls format sheet without changing the File Name & File Type and save on the computer. Filled the **PRICE SCHEDULE/ BILL OF QUANTITY** and upload the Filled File though digitally sign & Upload Option.

- C. **The Bidder shall bear all costs associated with the preparation and submission of its bid and Corporation will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.**
- D. **As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) provided such MSMEs enclose certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and your letter for exemption from payment of Earnest Money Deposit. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder/ Tenderer their Bid/Tender shall not be entertained and shall be treated as rejected.**

**Annexure - 1: Bid Submission**

1)	<b>Scan copy of UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable).</b> <b>Tender Fee Amount = Rs.500/- (Rupees five hundred only),</b> Vide SBI challan/ online SBI bank collects No. & Date. If exempted, the proof of exemption is to be attached in the same attachment.
2)	<b>Scan copy of EMD/ Bid Security (if applicable).</b> Earnest Money or Security Money shall be deposited by way of EITHER demand draft (DD) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227], if applicable. 1. <b>EMD Amount = Rs. 18,900.00 /=(Rupees eighteen thousand nine hundred only),</b> DD No. & Date, Issuing Bank Name, valid up to date, If exempted, the proof of exemption is to be attached in the same attachment.
3)	<b>Scan copies of Relevant documentary evidence compliance with Pre-qualification criteria (PQC) for</b>

<b>Experience &amp; Past performance.</b>		
Pre-qualification criteria (PQC) for Experience & Past performance: Sole Bidder should fulfill the Technical eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.		
<b>A) Technical requirement:</b>		
Experience of having successfully completed similar work during last seven (7) years ending last day of month previous to the one in which tender is invited, and should have done either of the following: Experience of having successfully completed similar work during last seven (7) years ending last day of month previous to the one in which tender is invited, and should have done either of the following: (a) One similar completed work costing not less than ₹ 15.00 lakh OR (b) Two similar completed works costing not less than ₹ 9.42 lakh each OR (c) Three similar completed works costing not less than ₹ 7.53 lakh each "Similar Work" means Installation/ Erection/ Dismantling of steel structure/ Plant Equipments OR Maintenance of Plant Equipment in plants OR jobs of labour supply during last 7 years ending on 31.03.2018.		
1. <b>Attachment (scan copies): Detail Information:</b> Work order ref. No. & Date, Name of work executed, Value of work executed, Duration of work, Commencement date of work, Completion Date of work, Client Name & Address with email ID.		
<b>Details of experience:</b>		
a) Work order ref. no. & date		
b) Name of work		
c) Value of work executed		
d) Period of contract		
4)	<b>Scan copies of Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit &amp; Loss Account/ Balance sheets for the last three consecutive financial years as per PQC for Financial Standing.</b>	
Pre-qualification criteria (PQC) for Financial <b>requirement:</b> The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.		
<b>Bidder must have achieved an average minimum financial turnover of Rs. 5.65 lakh or more during last three years ending on 31.03.2017 (i.e. 2014-2015, 2015-2016, 2016-2017). *Gross turn over shall be considered for eligibility purpose.</b>		
Details of present / past turnover of our firm is given as below:		
<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover (Rs. in Lakh)</b>
1.	2016 -17	
2.	2015 -16	
3.	2014 -15	
5)	Scan Copy of PAN: (Bidder must quote their PAN.) The details of bidder's PAN is as follows:	
	<b>Name of bidder</b>	<b>PAN No.</b>
6)	Scan Copy of GSTIN registration certificate: (Bidder must quote their GSTIN) The details of bidder's GSTIN is as follows:	
	<b>GSTIN</b>	
7)	Scan Copy of EPF registration. (if applicable)	
	<b>EPF Reg. No. &amp; Date</b>	
8)	Scan copy of Bidder's cancelled cheque of bank (for particular of bidder's bank A/c).	
	Name of bank, branch, branch code, address, type of A/c (Saving/ Current), A/c. No., RTGS IFSC code, NEFT IFSC code, 9 digit MICR code.	
9)	Scan copy of Amendments/corrigenda/Addenda etc. for the work, if any, issued by the EMPLOYER duly signed by the Tenderer	





**Scope of Supply/ Work & Technical Specification****SCOPE OF WORK****Subject: Annual Contract for Mechanical Maintenance Jobs in Leaching/ Neutralizing Section & Reagent Preparation Plant at Jaduguda Mill (2018-2019)****(A) Selective Replacement of Pyrolusite ball Mill Liners**

This work cover dismantling/removal and erection and alignment of Pyrolusite Ball mill metal liners as quantity given below. The job also includes the issue of these items from central store or collection them from some places inside mill area and shifting of the same to working site well in advance. If felt necessary UCIL shall provide required assistance of tractor trolley/hydra crane etc.

1.	Py. Ball Mill Shell liner Standard size (Mn steel, no. of liners = 44 nos.), Appox. Wt.= 100 Kgs.	set	1
2.	Py. Ball Mill Shell liner Short size (Mn steel, no. of liners = 12 nos.), Appox. Wt.= 70 Kgs.	set	1
3.	Py. Ball Mill Shell liner Manhole & coped shell liners (Mn steel, no. of liners = 09 nos.) Appox. Wt.= 90 Kgs.	set	1
4.	Py. Ball Mill outer head liner (Mn steel, no. of liners = 16 nos.), Appox. Wt.= 80Kgs.	set	1
5.	Py. Ball Mill inner head liner (Mn steel, no. of liners = 16 nos.) Appox. Wt.= 90 Kgs.	set	1

***This requirements is for Replacement of Pyrolusite ball Mill Liners  
UOM = Set.***

**(B) Air Line Maintenance/Cleaning****(6) Dismantling, Cleaning and refitting of Air Pipes Lines size 25NB-**

Cleaning of air lines of Pachucas includes opening the top flange of lines with all non-sparking tools and lifting the pipe as required, Removing the line from the Pachucas, Cleaning/flushing of lines after closing the line, replacement of gaskets of required & to check the tightness of bolts, cleaning of total line and closing the flanges & taking back the air line into line of Pachucas.

***This requirements is for Cleaning of Air Lines = 250 Nos.  
UOM = Nos.***

**(7) Repair/Maintenance of Air Pipes Lines-**

After removal of the air lines as per the instruction of Site Supervisor/Engineer in-Charge the defects observed on the pipe line are to be repaired/replace by application of standard practice of UCIL.

Repair includes cleaning of pipe and preparation by welding wherever required followed by accurate measurement, Job measurement will be running meters of pipe.

Details of Air lines in Pachucas

**(a) One Central air pipe length = 12 mtrs. Approximate, Pipe Dia. = 25NB. Approximate Weight = 50Kgs appox.**

**(b) Two nos. of Side air line length = 11 mtrs. Approximate, Pipe Dia. = 25NB. Approximate Weight= 47 kgs appox.**

***This requirements is for Repair/maintenance of Air Lines (Running Meters) = 100 running mtrs.***

**UOM = Running Meters.**

**(C) Replacements of valves at various lines of Leaching/Neutralizing Pachucas area.**

This work covers replacements of existing valves (size ½" NB to 8" NB) at Pachucas area with a new or serviced valve by taking proper care of depressurizing, venting etc. Replacements of valves includes decoupling the valves at both ends, removing, preparation for fitting the new valves, Installing the new valves to the position, coupling the valves to position and leak checking. All these procedures shall be as per standard maintenance procedures.

***This requirement is for Replacements of valves at various lines of Leaching/Neutralizing Pachucas area (Nos).***

**UOM = Nos.**

**(C1) Valves Size from  $\frac{1}{2}$ " NB to 2" NB.**

**(8) Dismantling of Valves = 50 nos.**

**(9) Fixing of Valves =50 nos.**

**(C2) Valves Size from 3" NB to 4" NB.**

**(10) Dismantling of Valves = 50 nos.**

**(11) Fixing of Valves =50 nos.**

**(C3) Valves Size from 6" NB to 8" NB**

**(12) Dismantling of Valves =50 nos.**

**(13) Fixing of Valves = 50 nos.**

**(14) Dismantling and refitting of Bottom flange of Pachucas and its Valves.**

In Case of any repair/replacement required on the Pachucas inside, the bottom flange of Pachucas is to be removed after dismantling its valve. Repaired/New bottom flange is to be reinstalled. All the lifting/other equipment required for dismantling/reinstallation are in the scope of contractor including mobilization. The Weight of Bottom flange installed in Pachucas is 165 Kgs approximate.

***This requirement is for Dismantling and refitting of Bottom flange of Pachucas and its Valves Leaching/Neutralizing Pachucas area (Nos) = 100 Nos.***

**UOM = Nos.**

**(15) Steam line maintenance/cleaning of size- 50 NB and 80NB stainless steel Pipes.**

Maintenance of branches steam line of Pachucas includes cleaning/flushing of steam nozzle after proper venting the line, opening the flanges with all required tools, replacements of gaskets, if required & Check the tightness of bolts, cleaning of nozzle with ball lift type NRV & cleaning of vent steam line and taking back into line, Repairing of steam nozzle if required. The steam pressure should be maintained after taking steam into line.

***Only Steam line maintenance/cleaning =100 Nos.***

**UOM = Nos.**

**(16) Repair/Replacements of Tie Rods of Holding Arrangements of Leaching Pachucas.**

As per instruction of supervisor/Engineer in-Charge the defects observed on the tie rod are to be repaired/replaced as per standard practice of UCIL. Repair includes the cutting and preparation of tie rods by 25NB or 20NB Stainless steel pipe of length 2mtrs. Each. The necessary equipments like hacksaw etc. are to be arranged by contractor. Approximate weight of one tie rod is 8 kgs approx.

***This requirement is for Repair/Replacements of Tie Rod of Holding Arrangements of Leaching Pachucas (Nos.) = 150 Nos.***

**UOM = Nos.**

**(17) Maintenance/Replacement of Central Air Lift Pipes of Leaching Pachucas.**

- (a) Removal of holding arrangements, Top Cover, hanging arrangements & Tie Rods of Central Air Lift Pipes with assembling of provided derrick on Top Cover of Pachucas.
- (b) Removal of the damaged Central Air Lift pipes with Chain Pulley block.
- (c) Lifting/Shifting/Loading/Unloading/Replacement/Renewal of Central Air Pipes by New/Repaired pipes, if required.
- (d) Assembling of Total arrangements including Tie rods of Central Air Lift Pipes of Pachuca.
- (e) Removal and shifting of used/damaged Central Air Lift Pipes with the help of Derrick from the Pachuca to site yard.
- (f) Cleaning, restoration and upkeep of working place.
- (g) Cleaning of the dis-assembled parts of Central Air Lift Pipes of Pachuca.

***This requirement is for Maintenance/Replacement of Central Air Lift Pipes of Leaching Pachucas (Nos) = 10 Nos.***

**UOM = Nos.**

**Details of Central Air Lift Pipes of Leaching Pachucas.**

- Three nos. of 323mm-O.D. x 5mm-THK. Stainless Steel Fabricated Pipes of Length = 3 mtrs. Each. Total weight = 365Kgs appox.
- One no. of 323mm-O.D. x 5mm-THK. Stainless Steel Fabricated Pipes of Length = 1.8 mtrs. Weight = 72Kgs appox.
- One No. of S.S. Telescopic ring, O.D.-391mm x 105mm width with two arms. Weight = 10Kgs appox.
- One No. of 650mm x 650mm x 10mm-Thk. S.S. Plate in two Halves. Wt. = 10Kgs appox.
- Total Weight of Central Air Lift Pipes Arrangement = 480 Kgs appox.

**(D) Mechanical Structure Fabrication/Erection/Dismantling**

**(18) Structure Material Fabrication-**

Structural Material fabrication including, Transportation from UCIL Store/Yard to fabrication shop and/or work site, drilling, Gas cutting, grinding, bolting and welding of steel structure elements comprising of Angles, Channel, I-beam and plates of various sizes and thickness to be supplied by UCIL, This includes pipe support like shoes, clamps (of all sizes/thickness manufactured by forming of method using die)

***This requirement is for structural Fabrication (Metric Ton) = 02 MT.***

**UOM = MT (Metric Ton).**

**(19) Structure Material Erection-**

Structural Material Erection including, Transportation from UCIL Store/Yard to fabrication shop and/or work site, drilling, Gas cutting, grinding, bolting and welding of steel structure elements comprising of Angles, Channel, I-beam and plates of various sizes and thickness to be supplied by UCIL, This includes pipe support like shoes, clamps (of all sizes/thickness manufactured by forming of method using die)

***This requirement is for structural Erection (Metric Ton) = 02 MT.***

**UOM = MT (Metric Ton).**

**(20) Dismantling of Steel Structure-**

Dismantling of steel structure, as per instruction of Engineer-in-Charge, including isolation, water flushing if required, gas cutting, removal from site, unbolting, shifting the same to store/yard of UCIL as per instruction of Engineer-in-Charge.

***This requirement is for dismantling of structure material (Metric Ton) = 02 MT.  
UOM = MT (Metric Ton).***

**(E) Mechanical Piping Work**

**(E1) Fabrication of Pipelines**

Fabrication of piping as per drawing or as per instruction of Engineer-in-Charge, receiving of issue material from store/designated places, transportation including loading unloading, handling of all material from designated places of issue to contractor own stock yard/work site/work shop including arranging all necessary intermediate storage area. Thereof, as required, performing all above ground piping fabrication works including cutting, edge preparation (inclusive of grinding the edges of piping, fitting, flanges etc. to match with the matching edges of uneven/different thickness wherever required) fit up, bending, preheating where ever required welding, threading etc, hookup with the equipment nozzles; of piping, Installation of fitting of all sizes i.e., elbows, reducers, tees 'Yee' etc. as per requirements and as per sketch/as shown at site as per specification, standards, & as per installation. This requirement is for maintenance repair or new jobs of pipeline in plant area.

<b>(21)</b>	<b>Group A Pipe Size from 15NB to 40NB</b>	<b>Mtrs.</b>	<b>200</b>
<b>(22)</b>	<b>Group B Pipe Size from 50NB to 80NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(23)</b>	<b>Group C Pipe Size from 100NB to 150NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(24)</b>	<b>Group D Pipe Size from 200NB to 300 NB</b>	<b>Mtrs.</b>	<b>200</b>

***Only Fabrication of pipeline (Mtrs. Length of Pipe).  
UOM =Mtrs.***

**(E2) Erection of Pipelines**

Erection of Pipelines as per Drawing or as per instruction of Engineer-in-Charge, including transportation from UCIL store yard/fabrication shop to work site and boxing up of all flanged joints.

This requirement is for maintenance, repair or new jobs of pipeline in plant area.

<b>(25)</b>	<b>Group A Pipe Size from 15NB to 40NB</b>	<b>Mtrs.</b>	<b>200</b>
<b>(26)</b>	<b>Group B Pipe Size from 50NB to 80NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(27)</b>	<b>Group C Pipe Size from 100NB to 150NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(28)</b>	<b>Group D Pipe Size from 200NB to 300 NB</b>	<b>Mtrs.</b>	<b>200</b>

***Only Erection of pipeline (Mtrs. Length of Pipe).  
UOM =Mtrs.***

**(E3) Dismantling & Shifting of Pipeline**

Dismantling of Pipelines, as per instruction of Engineer-in-Charge, including isolation of pipeline, water flushing if required, gas cutting, dismantling & removal of old piping, shifting the same to store/yard.

This requirement is for dismantling of pipelines in plant area.

<b>(29)</b>	<b>Group A Pipe Size from 15NB to 40NB</b>	<b>Mtrs.</b>	<b>200</b>
<b>(30)</b>	<b>Group B Pipe Size from 50NB to 80NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(31)</b>	<b>Group C Pipe Size from 100NB to 150NB</b>	<b>Mtrs.</b>	<b>400</b>
<b>(32)</b>	<b>Group D Pipe Size from 200NB to 300 NB</b>	<b>Mtrs.</b>	<b>200</b>

**Only Dismantling of pipeline (Mtrs. Length of pipe)**

**UOM = Mtrs.**

**(F) Dismantling, Erection and alignment of Conveyor Belt, pulley, Idlers, Gearboxes, Motor, Troughs, Agitator shaft, Agitator Assembly, Replacement work for Stainless Steel parts and other Equipment replacement etc.**

This part of job comprises of dismantling/removal and erection & alignment of Conveyor Belt, Pulley, Idlers, and Gearboxes, motor Troughs, Agitator Shaft, Agitator Assembly and miscellaneous Stainless steel replacement work and other equipment etc as per instruction of Site Supervisor/Engineer-in-Charge.

The job also include the issue of these items from central stores or collection them from some places inside mill area and shifting of the same to working site well in advance. If felt necessary UCIL shall provide required assistance of Truck/Tractor Tailors/Hydra/Crane etc.

Contractor should quote separately for Dismantling or removal and Erection or alignment above mentioned equipment and their parts.

**(33) Dismantling.**

***This requirement is for dismantling of above mentioned equipment and their parts (Metric Ton) = 40 MT.***

**UOM = MT (Metric Ton).**

**(34) Erection.**

***This requirement is for Erection of above mentioned equipment and their parts (Metric Ton) = 40 MT.***

**UOM = MT (Metric Ton).**

**(G) Selective Replacement of Worn out/damaged Chequered Plates and Gratings etc.**

This job consists of worn out Chequered plates & grating and installation of new plates/gratings as per dismantled size/drawing/construction by bolting or welding as per requirements or instruction of Engineer-in-Charge.

Worn out/damaged supporting, structures, if any noticed, are also to be changed. Materials involved in the job will be 6, 7, 8 mm chequered plates/plain MS plates, gratings and flanges, channels beams, whether is used to support the above your offer should be separate for dismantling, fabrication and erection on per ton basis.

**(35) Fabrication Works -05 MT.**

**(36) Erection Works -05 MT.**

**(37) Dismantling Works-02 MT.**

**UOM = MT (Metric Ton)**

**(38) Bituminous Coating-**

1" sand bitumen coating on top surface of the chequered plates both for new as well as existing areas. Rates on per square meter area basis.

***This requirement is for) Bituminous Coating on top surface of Chequered Plates (m<sup>2</sup>) = 10 m<sup>2</sup>***

**Important:**

**H. PAYMENT TERM:**

- a) 3 (three) R.A. Bills and one Final Bill will be paid after submission of bills in 4 (Four) copies against this work.
- b) Party shall have to comply with provisions of contract labour (Regulation & Abolition) Act, 1970 and EPF & MP Act, 1952 & rules framed there under and submit the proof along with every bill.**
- c) Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer Incharge, UCIL within 30 days of submission of clear bill(s) in 4 (Four) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of work and actual date of commencement of work in their every bill (s).
- d) The agency shall provide the copies of all types of deposits i.e. EPF/ESI. Noncompliance will attract penalty as per applicable rules and regulations.
- e) Final bill will be released only after submission of Labour Report with EPF deduction / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.
- f) PF, ESI elements & Bonus are in accordance with prescribed rate on minimum wages. Payment of the elements like PF contribution, ESI contribution (Whenever applicable), Bonus shall be inclusive in quoted rate.**

**SPECIAL CONDITIONS OF CONTRACT- SCOC**

**1. Scope of work:**

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

**2. Commencement of work:-**

Work will commence within 2 (two) weeks from the date of issue of work order. Contractor will report to the Engineer In charge, UCIL immediately on receipt of work order for further instructions for carrying out the job. A letter duly signed under contractor's official seal as a token of acceptance of all terms & conditions of work order must reach in the office within 2 (two) days of receipt of the order. Contractor shall submit work commencement letter in duplicate to the Engineer-In-charge, UCIL within 2 (two) days of start of work at site as statutory requirement for onward transmission to the competent authority, Govt. of India, Ministry of Labour, Jharkhand. The work order no. & date as well as name of work must be quoted in all correspondences.

**3. Completion period of contract: -**

Period of contract will be applicable as mentioned in the N.I.T. / Enquiry Letter, special conditions of contract, scope of work, etc. of contract document (Date of commencement will be reckoned from the date of letter of award of work order/ L.O.I.). **Completion period of this contract is 12 (twelve) months from the Date of issue of letter of Award of work/ L.O.I.**

CONTRACTOR shall, however, complete the entire scope of work within the above overall time schedule but as per program and directive of CORPORATION. Contractor shall plan the sequence of all works so as to achieve the desired progress keeping in mind overall safety and stability at all points of time.

**4. Prices:**

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

**The Contract Sum is the "price inclusive GST", i.e. inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.**

The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices **subjected to a ceiling amount of contract sum**

(inclusive GST) indicated in the schedule of prices by the contractor except adjusted by any additions or deductions due to price variation under price adjustment/ deviation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

5. **Earnest Money Deposit (EMD) / Bid Security:** -

Earnest Money *or* Security Money shall be deposited by way of **demand draft (DD)** drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227].

OR **BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50, 000/-)** may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. 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. BG in lieu of EMD (Bid Security) shall remain valid for a period of **09 months** from the due date of submission of the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.

The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

The EMD / Bid Security will be forfeited and is liable to GST at applicable rate, if

- (a) Any bid not accompanied by Bid Security as per stipulated requirements shall summarily be rejected.
- (b) In case the Tenderer intends to submit the bid security in the form of Bank Guarantee, the Tenderer shall submit the original Bid Security in the form of Bank Guarantee along with the bid. However, UCIL shall verify the authenticity of the Bank Guarantee submitted by the Tenderer from the issuing Bank. In the event of any discrepancy in the Bank Guarantee on verification, the offer submitted by the Tenderer shall be rejected.
  - (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
  - (ii). The Tenderer resile from his offer during the validity period.
  - (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
  - (iv). The validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
  - (v). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
  - (vi). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorised extensions.



- (vii). The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
- (viii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The Bid Security shall be made payable without any condition to the Corporation 'On Demand'. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. In case the Tenderer is requested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer's offer will be rejected and the Bid Security submitted by the Tenderer shall be returned on Tenderers request.

**The Bid Security of the successful Tenderer to whom the contract is awarded will be returned after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.**

**If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.**

**No cash or cheque in any form will be accepted. No interest will be paid on any earnest money or any guarantee.**

**6. Validity of Tender: -**

The offer should remain valid for a **minimum period of 6 (six) months** from the due date of submission of tender. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

If required, the Corporation may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the BG submitted towards EMD will also be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. A Tenderer may refuse the request without forfeiture of his EMD. The tenderer accepting such request shall not modify their bid on their own.

**7. Deviation: -**

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the heading 'Deviation'. The Corporation reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.

**8. Award of Contract:-**

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**9. Privilege Clause:-**

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action.

**10. Security deposit (SD):**

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

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

- (i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.
- (ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule 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 as mentioned in Para 9(a) (iii).
- (iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.
- (iv). In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

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

**c) Refund of Security Deposit:**

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

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

**11. FORFEITURE OF SD & RETENTION MONEY:**

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

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

**12. Contract Agreement:-**

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (thirty) *days* from the date of issue of L.O.I./ Work Order. However, no payment will be made without execution of contract agreement.

Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI/ Work Order issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

**13. Payment Terms:**

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion (after completion of all obligations under the contract) letter in duplicate by the contractor.

**Hundred percent (100%) payment including GST@ applicable rate and cess will be paid on pro-rata basis (as per monthly RA Bills) after completion of work/ supply as certified by the Corporation, out of which 10% of the price shall be held in addition to Security deposit till the sum will amount of RETENTION MONEY 5% of total contract price hold and the same shall be released after completion of defect liability period.**

**Final bill will be released only after submission of Labour Report with EPF deduction / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.**

**PF, ESI elements & Bonus are in accordance with prescribed rate on minimum wages. Payment of the elements like PF contribution, ESI contribution (Whenever applicable), Bonus shall be inclusive in quoted rate.**

14. **Tax & Duties:** -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties & cess, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

15. **INCOME TAX & STATUTORY LEVIES:**

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

16. **Insurance:-**

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

17. **Defects Liability Period:** -

The defect liability period / guarantee period for this job shall be from the certified date of handing over of job, **if applicable**. The contractor shall rectify the defects, if any, detected / reported during the guarantee period under this tender from the certified date of completion of work. 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 before the expiry of the guarantee period.

18. **Indemnity:** -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. **Contractor shall abide by all the necessary provisions of various other Labour Laws/ Acts viz. ESI/ Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to**

Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

**19. Penalty (Liquidated Damage): -**

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

(b) 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 :

(i) **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.

(ii) **Delay attributable to Supplier / Contractor:**

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

(c) **The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.**

**20. Variation in Quantity of items:-**

Quantities in a Price Schedule (schedule of quantities) are estimated quantities only. Quantities against individual items shall be subject to variation, the actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons.

Over all deviation of amount up to 10% variation in the execution of works of the total awarded value is allowed without issue of amendment/ revision in the work order. The contractor shall carry out all additional work upto the total variation of +10% of the awarded value.

Notwithstanding the preceding provisions of this sub clause in respect of a bill of quantities (Price Schedule), a positive deviation shall be allowed for actual quantities of an item pursuant to a lump

sum for the item or any adjustment made for actual quantities of an item pursuant to a rate for the item, the rate shall apply to the greater or lesser quantities within the limits of variation, if the difference, or the adjustment respectively is less than 20% variation in the amount of an item shown in a bill of quantities which forms part of the Contract or the schedule of rates. The all other terms & conditions shall remain same within this limit.

**Prior approval of the Competent Authority is required. If Contract Sum is exceeded by more than 10 percent and If directed to do so under this clause, the Contractor must provide the further amount of security in a form in accordance with clause Security Deposit within 7 Days after receipt of the order.**

**It is compulsory on the part of the contractor to execute any number of Items which are not mentioned in the schedule of items but are necessary to execute in connection with the work.**

**21. Variation in Price:**

Unless the **Clause Price Adjustment** provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment or any account.

**22. Termination for Insolvency:**

The Corporation may at any time terminate the Contract by giving written notice of four weeks to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent.

**23. NOTE: -**

In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

**24. Price Escalation (Clause Price Adjustment) : -**

The compensation for escalation for only minimum wage labour rates and shall be worked out as per the formula given below:-

$$E = W \times 0.80 \times \frac{L_f - L_o}{L_o}$$

**E** = is the escalation amount payable.

**W** = is the gross value of work done during the period under consideration.

**L<sub>o</sub>** = is the minimum wage in rupees of avg. of unskilled, semiskilled & skilled labour rate in administrative instruction of UCIL as applicable at the time of the last stipulated date of receipt of tenders including extensions, if any.

**L<sub>f</sub>** = is the minimum wage in rupees of avg. of unskilled, semiskilled & skilled labour rate in administrative instruction of UCIL as applicable for the month under consideration.

**ANNEXURE-II**

**List of Minimum Manpower deployed at site by the Contractor.**

Sl. No.	Qualification	Manpower
1.	Skilled labour	04 nos.
2.	Semi-skilled labour	02 nos.
3.	Unskilled labour	05 nos.
<b>Total=</b>		<b>11 nos.</b>

**Note\***- Skilled labour should relevant field experience in Hydrometallurgy industries. The number of Skilled/Unskilled labours would be increased/decreased depending upon the volume/extent of work. In all cases the opened/dismantled systems/items after maintenance as per requirements have to be restored on same day. If due to technical/operational constrains work exceeds more than the working hours, **no overtime shall be admissible/paid to contractor for exceeded working hours**. The starting and ending time of any assigned jobs on any working day would commence after reporting at designated site and would be ended at departure/leaving time of site. Once, Contractor deployed the manpower, tools and machinery it has to be attended on priority till completion of work as per the satisfaction of Site Supervisor/Engineer-in-Charge.

**\* Contractor will have to provide extra required manpower within one day from the date of start of particular work, till the date of completion of that work at site.**



**ANNEXURE-I****List of Minimum Tools/Tackles to be maintained by the Contractor.**

<b>Sl. No.</b>	<b>Item</b>	<b>Quantity</b>
1.	D-spanner set up to 40 mm	1 sets
2.	Bi-Hexagonal Ring Spanner set up to 40mm	1 sets
3.	Slogging Hammer tools with one end ring spanner up to 30mm	1 sets
4.	Double faced steel Hammer (1 Kg, 2 Kg, 5 Kg)	1 each
5.	Hack saw frame with blades 300mm	3 nos.
6.	Slogging Spanner 50mm-D end and Slogging Spanner 50mm Ring end	1 each
7.	Pipe Wrench 8 inch, 12 inch	1 each
8.	D-Shackle & eye bolt, ½ ton, 2 ton	2 each
9.	Nylon ropes, 2 ton capacity	3 each
10.	Chain pulley block 2 ton, 3ton 5 ton capacity	1 each
11.	Adjustable Spanner, 6", 8", 12"	1 each
12.	Tool Box and Tool Bag	1 each
13.	Welding Machine	1 No.
14.	Welding Cable	100 mtrs.
15.	Welding Screen	02 nos.
16.	Safety Belt	02 nos.
17.	Oxygen & DA regulator	02 nos.
18.	Gas cutting Hose	02 nos.
19.	Safety Goggles	02 nos.

**Note-** The above are minimum tools/tackles to be provided by the contractor (in working condition) at site, as and when required for execution of the jobs. In addition, any other tools envisaged for execution of the jobs listed in SOR are to be arranged by the contractor.

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

Date:

To,

M/s. Uranium Corporation of India Ltd  
P.O. Jaduguda Mines,  
Distt -East Singhbhum  
Jharkhand - 831 012

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

**SECRECY / CONFIDENTIALITY AGREEMENT**

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

WITNESSETH:

WHEREAS:

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

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

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

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

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of UCIL, .....(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For \_\_\_\_\_

(Name)  
Designation

Witness:

1. (Name)  
Designation

2. (Name)  
Designation

2. For Uranium Corporation of India Ltd.

(Name)  
Designation

Witness:

1. (Name)  
Designation

2. (Name)  
Designation

**PRE CONTRACT INTEGRITY PACT**

**1.0. 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

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. 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.

**2.0. Commitments of BIDDERS**

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:-

- 2.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 2.3.** The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.4.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.5.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.6.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.7.** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.8.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.9.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.10.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

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

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

**3.0. Previous Transgression:**

- 3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**4.0. Earnest Money (Security Deposit)**

- 4.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- (i). Bank Draft or a Pay order in favour of \_\_\_\_\_
  - (ii). A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii). Any other mode or through any other instrument (to be specified by the RFP).
- 4.2. 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.
- 4.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

**5.0. Sanctions for Violations**

- 5.1. 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.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1 (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.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### **6.0. Independent Monitors**

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

#### **7.0. 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.

**8.0. Law and Place of Jurisdiction**

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

**9.0. 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.

**10.0. Validity**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 10.2. 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.

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

BUYER

BIDDER

Signature

Signature

Name of the Officer

Name of the Officer

Designation

Designation

Witness

Witness

1

1

\_\_\_\_\_

\_\_\_\_\_

2

2

\_\_\_\_\_

\_\_\_\_\_

**PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, India (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Bank

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

**Bank's Common seal**

**PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_, Uranium Corporation of India Ltd a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, , India (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

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

We \_\_\_\_\_ Bank, in consideration of the UCIL having agreed to pay to the tenderer an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) hereby agree and undertake to indemnify the UCIL and to keep the UCIL indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any damage or loss caused to or suffered by or that would be caused to or suffered by the UCIL by reason of any breach or non-fulfillment by the tenderer of any of the terms and conditions contained in the said Work order/Contract.

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

AND WE \_\_\_\_\_ Bank, do hereby undertake to pay on demand and without any demur to the UCIL any sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be ascertained by the UCIL as the damage or loss that the UCIL may have suffered by reason of breach or non-fulfillment of any of the terms and conditions of the said Work Order/Contract by the tenderer.

AND WE \_\_\_\_\_ Bank hereby further agree that the decision of the UCIL as to whether the tenderer has committed breach of any such terms and conditions of the said Work Order/Contract or not and as to the amount of damage or loss assessed by the UCIL on account of such breach, would be final and binding on us.

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

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

Our guarantee shall remain in force until \_\_\_\_\_ (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6

(six) months from such date, all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

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

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

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

**Bank's Common seal**

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

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

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

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

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

\_\_\_\_\_ Bank

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

Bank's Common seal

**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- 831 012 , India (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

We \_\_\_\_\_ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be 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**

**CONTRACT LABOUR EMPLOYMENT ACT & RULES**

1. The contractor shall employ labourer in sufficient number to maintain required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer – Incharge. The contractor shall not employ in connection with the works any person who has not attained the age of fifteen years.
2. Contractors should employ only the persons with established identity.
3. Dy. Commandant, CISF, UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Dy. Commandment, CISF, UCIL.
4. CISF control room / Contractor will not allow any inter-state labourer as a contract labour in any case.
5. The contractor shall furnish to the Engineer–Incharge, a distribution return of the number description by trades of work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer- Incharge a true statement showing in respect of second half of the preceding month and the first half of current month (i) the accident that occurred during the said fortnight showing the circumstances under which happened and the extent of damage 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 thereunder and the amount paid to them.
6. The contractor shall pay to labourers employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act 1970 and rules made there under.
7. 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 thereunder in regard to all matters provided therein.
8. The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, and Mines Act 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
9. The contractor shall be liable to pay his contribution and the employee’s contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision “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 Incharge shall recover from the running bills of the 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.
10. The Engineer Incharge shall on a report having been made by an inspection staff as defined under the Contract Labour ( Regulation & Abolition ) Act 1970, and rules made thereunder have the power to deduct from the money due to the contractor any sum required or estimated to be required for making the good the loss suffered by a worker or workers by reason of non - fulfilment of the conditions of the contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the contract or non - observance of the said Act.
11. 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 the rules made thereunder without prejudice to his right to claim indemnity from his sub-contractors.
12. In the event of the contractor committing a default or breach of any of the provisions of aforesaid Act and Rules made thereunder / amended from time to time or furnishing any information or submitting or filling any Forms / 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.

**13. MODEL RULES FOR LABOUR WELFARE :-**

- (i)** The Contractor shall at his own expenses 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 protection of health and making sanitary arrangements for workers directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer Incharge shall be entitled to do so and recover the cost thereof from the Contractor.
- (ii)** Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant Maternity Benefit to Female workers shall make the contractor liable to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer Incharge in such matters based on reports from the Inspecting Officers shall be final and binding and deducting officers shall be final and binding and deductions for recovery of such liquidated damages may be from any amount payable to the contractor.

**SAFETY OF CONTRACTOR'S EMPLOYEES**

1. The contractor shall at all times, take all reasonable precaution for the safety of employee, 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 provisions, the contracting officer shall include the safety requirements as recommended by the Health Physics Unit, Jaduguda for a specified contract. In the event that contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order for stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the sole discretion of the Contracting Officer. The contractor shall make no reason of or in connection with such stoppage.
2. Contractor shall have a full time Safety Officer / Engineer when the contractor employs 500 or more persons or when engaged specifically in 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 his other technical/ administrative duties.
3. Contractor shall have at least one person fully trained in First Aid to be present at the site of work all time.
4. Contractor must report to the Safety Officer (Mill) – through their contracting officer every accident involving :-
  - Their personnel
  - UCIL property or personnel.
  - Property or personnel of other contractors working at the site.
5. Contractor must report to the Safety Officer (Mill) immediately on becoming aware of any accident of Type - A (see Appendix –1) giving the following information :-
  - Name of the informant
  - Nature and location of incident being reported
  - Name of Supervisor / Engineer – In-charge, location and telephone no. where he can be reached.
6. Contractor shall submit their investigation reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A (see Appendix - 2)
7. In the case of Type – B accidents (see Appendix – 1) Contractors shall submit their investigating reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A.
8. 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 7th of the next month.
9. Prime contractor reports shall include the man days lost and occurrence of accident under the jurisdiction of the Sub -Contractors.
10. 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 change, major project started and major problem.

CLASSIFICATION OF ACCIDENTS

TYPE – A

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

TYPE – B

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

(FORM – A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project :

Nature of contract :

Name of Engineer In-charge :

Name of injured person :

Age :

Address :

Date and Time of accident :

Place where accident occurred :

Nature of job :

What was injured person doing :  
at the time of accident

Description of accident ( in detail) :

Nature of injuries :

What was defective or in wrong  
condition that was responsible  
for the accident :

What was wrong with working  
methods / instructions :

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

Name of witness : 1.  
2.

Safety representative's remarks with  
signature and date :

(FORM –B)

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

Name of the contractor :  
Name of project :  
Name of the sub – contractor :  
Name of safety representative  
of the project :  
Total nos. of persons working in the project : Male Female  
Engineers :  
Supervisors :  
Labours :  
Total nos. of accidents  
(including Type A & B) :  
Disabling injuries :  
Non – disabling injuries :

(Signature& stamp of Contractor)

cc: Engineer – Incharge  
cc: **Safety officer, Jaduguda Mill**

SPECIAL CONDITIONS FOR SAFETYImportant Instructions to Contractors

1. After getting work order, contractor will have to submit their Site In-charge contact number to the following officials of UCIL for better co-ordination.
  - a) Respective Section-In-charge,
  - b) Safety officer (Mill),
  - c) Respective Site In-charge and
  - d) Mill In-charge.
2. The contractors will have also to collect contact numbers of all above mentioned personnel for proper co-ordination during execution of any job.
3. Before starting up any work against work order issued by UCIL to the contractor, contractor will have to submit **medical fitness certificate of their workmen to the Safety Officer (Mill) along with X-ray report with film, blood test report with blood group & audiometry test report countersigned by authorized medical officer of UCIL Hospital (If contact period shall be more than 3 months).**
4. After receiving medical fitness certificate, Safety officer shall sign the request letter for preparation of gate pass of their workers.
5. The Party is required to submit the Affidavit as per the format before starting the job.
6. All workers of contractor shall report to the Mill Training Centre for their **safety induction training.**
7. Only after safety induction training, they shall be engaged for any job.
8. **The contractor shall inform in writing to UCIL's Site-In-charge & a copy to Safety Officer (Mill) in one day advance about the work taken up next day & safety precautions taken up during execution of work and PPE's to be provided to their workmen.**
9. Before starting any job, a **safety pep-talk** shall be given by their experienced supervisor/ site in-charge.
10. Before starting critical jobs, contractor shall have to fill Job Hazard Analysis form as per the format attached as **Annexure 'X'**. They shall have to prepare **Specific Safety Job Procedure** before starting any critical jobs such as dismantling & erection jobs at height etc. Also a checklist (**as Annexure 'Y'**) for the same shall be prepared and implemented. **Height Pass System shall be followed as per attached format (Annex-VIII).**
11. For critical jobs they shall be given **Safety Work Permit.**
12. After issue of safety work permit, safety personnel shall check all the safety related aspect as per the checklist prepared by the contractor and then only allow them to carry out the work.
13. During execution of critical job, site in-charge / safety personnel of the contractor and site in-charge of UCIL shall be present.
14. For bigger contract, contractor will have to engage **Qualified Safety Personnel** (having qualification diploma in industrial safety) for assessment of safety related issues.
15. After completion of job safety permit shall be handed over to the respective section-in-charge.
16. Gate Pass to the Contractor Labour shall be issued only after production of PPE's by them safety shoe & helmet are mandatory for issuing gate pass. No contract workmen shall be allowed without PPE.
17. Washing of clothing of contract worker is mandatory. Their clothing shall be washed in our washing facility at Mill Division, Jaduguda on chargeable basis @ Rs.0.50 per cloth washing charges shall be deducted from Contractor's bill.



**JOB HAZARD ANALYSIS, UCIL, MILL DIVISION, JADUGUDA**

Date: .....

SWP No.&Date .....

Job description in brief:		Estimated time for completing the job :	Agency responsible for safe execution of the job :
Sl.No.	Sub-activity in sequential order	Hazards & Associated Risks	Control Measures/ Safety Precautions

Prepared by: Permit Holder

Reviewed & Approved by: Section Head

Check List for erection and dismantling job at height  
(Put a v mark)

Sl.No.	Particular	Yes : No :
1.	Job Hazard Analysis Done	Yes : No :
2.	Safety training given to workmen	Yes : No :
3.	All engineering aspect such as load assessment, support requirement, safety etc, done.	Yes : No :
4.	Safe Operating Procedure made	Yes : No :
5.	PPE has been provided to all workmen	Yes : No :
6.	Safety work permit issued.	Yes : No :
7.	Height pass is available with the workmen who will work at height.	Yes : No :
8.	Safety net is used if work is carried out above 15 m.	Yes : No :
9.	Medically fitness certificate has submitted by all workmen.	Yes : No :
10.	Engagement of qualified safety personnel.	Yes : No :
11.	Engagement of site supervisor	Yes : No :
12.	Double sling is available in case of use of hydra crane.	Yes : No :
13.	Hand over of permit after job is over.	Yes : No :

(Signature of Site In-charge / Supervisor)

MEDICAL EXAMINATION OF CONTRACT WORKER

FORM 1

CANDIDATE'S STATEMENT AND DECLARATION

The candidate must make the required statement below prior to his medical and must sign the declaration appended thereto. His attention is specially directed to the warning contained in it:

1. State your name in full (in block letters) : \_\_\_\_\_

2. State your age, date of birth and place of birth : \_\_\_\_\_

3. (a) Have you ever had chickenpox, small pox, intermittent or any other fever, enlargement or suppuration of glands, spitting of blood, asthma, heart disease, lung disease, fainting attacks, rheumatism and appendicitis? : \_\_\_\_\_

OR

(b) Any other disease or accident requiring confinement to bed and medical or surgical treatment?  
\_\_\_\_\_

4. Details of Vaccination/ Immunization : \_\_\_\_\_

5. Have you or any of your near relations been afflicted with tuberculosis, asthma, fits, epilepsy, insanity or birth defects? : \_\_\_\_\_

6. Have you suffered from any form of nervousness due to overwork or any other cause ?  
: \_\_\_\_\_

7. Have you been examined and declared unfit for Government Service by a Medical Officer/Medical Board, within the last three years? : \_\_\_\_\_

8. Furnish the following particulars concerning your family:

Father's age if living and state of health	Father's age at death and cause of death	No. of brothers living, their ages and state of health	No. of brothers dead, their ages at death And cause of death
Mothers age if living and state of health	Mother's age at death and cause of death	No. of sisters living, their ages and state of health	No. of sisters dead, their ages at death and cause of death

9. Past Occupation:

Give details of Name of the Company and Job Hazards if any.

\_\_\_\_\_

\_\_\_\_\_

10. Personal History:

Diet: \_\_\_\_\_

Smoking: \_\_\_\_\_

Other Habits: \_\_\_\_\_

11. Marital Status:

Married /Unmarried: \_\_\_\_\_ No. of Children: \_\_\_\_\_

I declare all the above answers to be, to the best of my belief, true and correct.

I also solemnly affirm that I have not received disability certificate/pension on account of any disease or other condition.

Candidate's signature: \_\_\_\_\_ Signed in my presence: \_\_\_\_\_

Signature of Medical Officer: \_\_\_\_\_

\_\_\_\_\_  
Note: The candidate shall be held responsible for the accuracy of the above statement. By wilfully suppressing any information, he will incur the risk of losing the appointment or forfeiting all claims to superannuation allowance / gratuity, if appointed.

FORM 2

EXAMINING PHYSICIAN'S REPORT

1. Personal Details:

Name : \_\_\_\_\_ Sex: Male/ Female

Date of Birth: \_\_\_\_\_ Marital Status: Married/ Unmarried

Designation: \_\_\_\_\_ Division & Section: \_\_\_\_\_

Nature of job: \_\_\_\_\_

General \_\_\_\_\_

Appearance: \_\_\_\_\_

Present posting: \_\_\_\_\_

Type of job \_\_\_\_\_ (occupational hazard, if any) \_\_\_\_\_

Marks of Identification:

I. \_\_\_\_\_

II. \_\_\_\_\_

Signature of Medical Officer: \_\_\_\_\_ Signature of Candidate: \_\_\_\_\_

2. History:

a) Personal: \_\_\_\_\_

b) Family: \_\_\_\_\_

c) Past History: Major Illness/Operations/Injuries with date  
 \_\_\_\_\_  
 \_\_\_\_\_

d) Occupational: Previous \_\_\_\_\_ Duration with year \_\_\_\_\_

Type of work done \_\_\_\_\_  
 (Details of past exposure to any significant occupational hazards)

e) Female Candidate:  
 Menstrual History: i) Age at menarche: \_\_\_\_\_ ii) LMP: \_\_\_\_\_ iii) History of  
 miscarriages/abortions/ still births/ congenital malformation etc.  
 \_\_\_\_\_  
 \_\_\_\_\_

3. General Examination:

a) Temperature: \_\_\_\_\_ °C                      b) Pulse: \_\_\_\_\_ /min

c) Height: \_\_\_\_\_ cm.                      d) Weight: \_\_\_\_\_ kg.

e) Blood Pressure: \_\_\_\_\_

f) Acuity of Vision:

		Without glasses	With glasses	Strength of glasses		
				Sph	Cyl	Axis
Distant Vision	RE					
	LE					
Near Vision	RE					

	LE					
--	----	--	--	--	--	--

Note: Detailed visual acuity test to be performed specifically for personnel to be posted as Drivers, Crane operators, Fork-lift operators, Locomotive operators, Firemen, Security Personnel)

· Night Blindness: \_\_\_\_\_

· Colour Vision: \_\_\_\_\_

· Depth of Vision: \_\_\_\_\_

· Fundus Examination: \_\_\_\_\_

g) Skin condition: Normal/Abnormal Comment if any \_\_\_\_\_

h) Teeth: Normal/Abnormal Comment if any \_\_\_\_\_

i) Lymph nodes: Normal/Abnormal Comment if any \_\_\_\_\_

j) ENT: Normal/Abnormal Comment if any \_\_\_\_\_

k) Special Investigation

i) Varicose Veins: \_\_\_\_\_

ii) Deformities: \_\_\_\_\_

iii) Hernia: \_\_\_\_\_

iv) Hydrocele: \_\_\_\_\_

v) Haemorrhoids: \_\_\_\_\_

vi) Lymph nodes: \_\_\_\_\_

vii) Oedema: \_\_\_\_\_

viii) Fistula: \_\_\_\_\_

ix) Thyroid: \_\_\_\_\_

l) Others: \_\_\_\_\_

4. Systemic Examination:

a) Respiratory system: \_\_\_\_\_

b) Cardiovascular system: \_\_\_\_\_

c) Gastro-intestinal system: \_\_\_\_\_

d) Locomotor system: \_\_\_\_\_

e) Central Nervous system: \_\_\_\_\_

f) Genito-Urinary system: \_\_\_\_\_

g) Others: \_\_\_\_\_

5. Laboratory Investigation: (Routine)

a) WBC: \_\_\_\_\_ TLC: \_\_\_\_\_ /cmm

DLC: \_\_\_\_\_

b) Urine:

Sp. Gravity: \_\_\_\_\_; Sugar: \_\_\_\_\_;

Reaction: \_\_\_\_\_; Albumin: \_\_\_\_\_;

Microscopic Examination: \_\_\_\_\_

c) Chest X-ray Report: \_\_\_\_\_

d) Bio-Chemistry: \_\_\_\_\_

6. Job Specific Test (if any) (Audiometry, Spirometry, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Remarks:

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Signature of Medical Officer: \_\_\_\_\_

FORM 3

**MEDICAL CERTIFICATE OF FITNESS FOR EMPLOYMENT**

I hereby certify that I have examined Shri/ Smt./Kum. \_\_\_\_\_, a candidate for employment in the \_\_\_\_\_ Department and found him/ her medically

- i) Fit
- ii) Unfit on account of \_\_\_\_\_
- iii) Temporarily Unfit on account of \_\_\_\_\_

his / her marks of identification

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

2. \_\_\_\_\_ and Blood Group is \_\_\_\_\_

Medical Officer's

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**VIII**

**APPLICATION FOR ISSUE OF HEIGHT PASS (Contractor's employees)**

**Part-1**

(Valid only for **6 months** from issue unless cancelled/withdrawn earlier by the issuing authority .It can be revalidated free of cost on due application to In-charge Safety Section-UCIL. In case of loss, applicant must apply and appear for the practical test again)

1. Full name of applicant (Block letters) :
2. Present address :
3. Permanent address :
4. Age :
5. Sex :
6. Height :
7. Gate pass No :
8. Date of issue Gate Pass :
9. Name of Contractor with whom engaged at present :
10. Contract work order No :
11. Description of present job :
12. Previous experience of working at height :

Name of the employer	Duration of Employment	Work experience

13. Do you suffer from any of these ailments: (Write YES/NO against each)

- a) Blood pressure :
- b) Flat foot :
- c) Epilepsy :
- d) Mental Depression :
- e) Frequent Headache or reeling sensation:
- f) Limping Gait :

**Declaration:**

I hereby declare that the above information furnished by me is true & correct .I shall always wear the safety belt & tie the life line whenever working at height above 10.ft or in depth .I shall not misuse the height pass issued to me or transfer it to any other person .I shall never come to duty or work at height /depth under influence of alcohol.

Date:

Name of the applicant:

Signature :

Signature of Engineer In charge  
(Concerned contractor)

Signature of Safety officer  
(Concerned contractor)

To  
Engineer in charge UCIL

MEDICAL EXAMINATION FOR ISSUE OF HEIGHT PASS

Part-2

a) Blood pressure :

b) Flat foot :

c) Epilepsy :

d) Mental Depression :

e) Frequent Headache or reeling sensation:

f) Limping Gait :

I, Dr....., have examined Shri.....

and found that he is **suffering / not suffering** from any height related illness.

I certify him **fit / not fit** to work at height.

Date of medical test: -----

Signature of Doctor Registration No & Seal: -----

PHYSICAL TEST FOR ISSUE OF HEIGHT PASS

Part-3

Date of physical test:

(The above applicants has appeared at the following practical tests conducted by In-charge Safety of UCIL and the results are given below)

- |   |             |
|---|-------------|
| a) Walking freely over a horizontal bar at 01 ft .height      | PASS / FAIL |
| b) Wearing a safety belt & tying the nut                      | PASS / FAIL |
| c) Walking freely over a horizontal structure at 10ft .height | PASS / FAIL |
| d) General physique   | PASS / FAIL |

The above applicant's performance in the above test has been satisfactory /Un satisfactory .He has been issued a height pass bearing SI.No. \_\_\_\_\_  
(If found unsatisfactory mention reason)

Date of issue:

Seal:

Signature of Engineer in-charge

Signature of Issuing authority  
(UCIL)

Name:

Designation:

Annexure – II (B)

URANIUM CORPORATION OF INDIA LIMITED  
MILL DIVISION, JADUGUDA



Gate Pass  
Size Photo

HEIGHT PASS (for contractor's employees)

H.P. No. \_\_\_\_\_ Date \_\_\_\_\_

Name Sri \_\_\_\_\_

Gate Pass No. \_\_\_\_\_ Agency \_\_\_\_\_

Age \_\_\_\_\_ Blood \_\_\_\_\_

Group \_\_\_\_\_

Training imparted on \_\_\_\_\_

UNDER TAKING

I \_\_\_\_\_ understand safety precaution to work at height through safety training with the demonstration of use of helmet, full body harness, fall arrestor, safety net, working platform and life line.

Signature. \_\_\_\_\_

Date of issue: \_\_\_\_\_ valid up to \_\_\_\_\_

Revalidation up to \_\_\_\_\_

Authorized to work at height.

Recommended by  
Contractor Safety officer

Issued by  
UCIL Safety Officer

X

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

Affidavit cum Declaration

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

- (1) That I am working with M/s.....who has been awarded work order no..... dated.....from UCIL Jaduguda.
- (2) That I am fully aware that I am Contractor worker of the aforesaid Contractor and, as such, I or my successor shall not have any claim of employment with UCIL at any time, in case of fatal accident or termination/completion of period of work order. I shall not place a demand for employment with UCIL in future also.

Verification

Identified by Sri.....  
Advocate at Jamshedpur

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

Deponent

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

Advocate

**GENERAL CONDITIONS OF THE CONTRACT (GCOC)**

This document shall accompany and be a part of the contract entered into between the Uranium Corporation of India Ltd and the contractor for formulation of purchase orders and/or work contracts.

The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

General conditions of purchase orders & works contract shall include the following clauses:

**A) INTERPRETATIONS AND DEFINITIONS****1. Singular and Plural**

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

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

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

**3. Definitions:**

- a) '**Corporation**' shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832 102 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 approved by Competent Authority.
- c) The '**Contract**' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The '**Contractor**' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The '**Contract Sum**' shall mean:
  - i. In the case of Lump Sum Contracts the sum for which the tender is accepted.

- ii. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
- iii. In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.

- f) A '**Day**' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) '**Engineer-in-charge**' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) '**Excepted Risks**' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) '**Market Rate**' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage to cover all overheads and profit.
- j) '**Schedule(s)**' referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The '**Site**' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) '**Temporary Works**' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) '**Urgent Works**' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.

- n) A `Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The `Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

**B) SCOPE AND PERFORMANCE**

**4. Contract Documents:**

The Contractor shall be furnished, free of charge, one original and two photocopies of the Contract documents (Price Part) and one set of Technical Part. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

- 4.1. None of these documents shall be used by the Contractor for any purpose other than that of this Contract.
- 4.2. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian official Secret Act 1923(XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the Contract.

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

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

**6. Inspection of site:**

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks,

contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**7. Sufficiency of Tender:**

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

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

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

- 8.1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.
- 8.3. If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
  - a) The item description should be clear and unambiguous.



- b) In case of item rate tender, only quoted rate shall be considered.
- c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
- d) where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

**9. Security Deposit:**

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

- a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:
- (i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.
- (ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule 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 as mentioned in Para 9(a) (iii).

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

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

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

**c) Refund of Security Deposit:**

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

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

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

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be

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

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

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

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

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

of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.

iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-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. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).

iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s) for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

**11. Suspension of works:**

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

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

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

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

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

**13.2** If the works be delayed by

- a) Force major, or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
- e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- f) Non-availability of stores which are the responsibility of Corporation to supply, or
- g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
- h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control. Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

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

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

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

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

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

**14.4.** The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.

**14.5.** Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

**14.6.** A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

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.

**15.0. MATERIALS:**

**15.(a)** The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.

**15.(a).5.** All charges on account of Octroi, Terminal or GST and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

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

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

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

**15.(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

- 15.(b).3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
- 15.(b).4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 15.(b).5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.
- 15.(b).6. If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 15.(b).7. **Delay in obtaining materials by the Corporation:**  
Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly

understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

**15.(c) GENERAL**

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

- 15.(c).1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

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

**16.0. LABOUR**

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

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

- 16.2. The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the

Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.

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

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

The contractor shall ( in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.

- a) Factory Act- 1948
- b) Workmen Compensation Act-1923,
- c) Payment of wages Act-1936
- d) Employees Liability Act,1938
- e) Industrial Dispute Act, 1947
- f) Minimum Wages Act,1948
- g) Employees State Insurance Act,1948
- h) Mines Act, 1952
- i) EPF & MP Act, 1952
- j) Maternity Benefit Act,1961
- k) Payment of Bonus Act-1965 & Rules
- l) Contract Labour (Regulations & Abolition) Act, 1970
- m) Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- n) All statutory provisions of Atomic Energy Regulatory Board

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

**16.5.** The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct

the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

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

**16.7.** In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the 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.

**16.7.1. Model Rules for Labour Welfare:**

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

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

**17.** The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be

occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

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

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

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

**18. SETTING OF THE WORKS:**

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

**19. SIDE DRAINAGE:**

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

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

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

**26. INSPECTION AND APPROVAL:**

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

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

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

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

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

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

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

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

**28. REMOVAL OF WORKMEN:**

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

**29. UNCOVERING AND MAKING GOOD:**

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

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

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

**31.1. COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of 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 and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

**31.2.** If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this Contract.

- (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.
- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as

certified by the Engineer-in-charge under this condition.

### 31. COMPENSATION FOR DELAY

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

### 32. PENALTY/ BONUS

(A) Penalty/ bonus clause may be incorporated in cases deemed necessary and not as a matter of routine, so as to develop a feeling of urgency in the supplier/contractor for earlier completion of the supply/work. CMD's approval is required for incorporating bonus clause in the tender document.

### 33. DEFECTS LIABILITY PERIOD

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

- 34. From commencement to completion of the works, the Contractor shall take full responsibility for the care

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

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

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

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

**34.4.** The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and

maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

**34.5.** The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 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, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

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

**34.7.** The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.

**34.8.** The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

**34.9.** If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to

effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

**35. FACILITIES TO OTHER CONTRACTORS:**

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

**36. NOTICES TO LOCAL BODIES**

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

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

**37. SUB CONTRACTS**

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

**38. INSTRUCTIONS AND NOTICES**

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

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

in the ordinary course of post these would have been delivered to him.

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

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

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

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

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

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

b) (i). The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the

Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

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

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

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

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the

Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such 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 - bonafied methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by

him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or

- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.

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

**41.1.** The Accepting authority shall on such cancellation have power to

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

**41.2.** On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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

called upon in writing to pay same within 30 days.

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

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

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

**If the Contractor or his workmen or employees shall injure** or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction 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 not withstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

**42.1.** In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surface cleaned simultaneously with completion of these items of work in individual rooms, quarters or

premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to Contractor.

**43. URGENT WORKS:**

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

**44. CHANGE IN CONSTITUTION:**

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

**45. TRAINING OF APPRENTICES**

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

**46. VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

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

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

**46.2.** Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.

**46.3.** Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.

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

**46.5.** Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.

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

**47. METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications not 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 on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

**48.1.** Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

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

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

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

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

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

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

**51. OVER PAYMENTS AND UNDER PAYMENTS**

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

**51.1.** The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

**51.2.** If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

**51.3.** Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

**51.4.** Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

**52. ARBITRATION AND LAW**

**52.1. ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or

these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.

It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

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

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The decision of the Engineer-in-charge regarding the

quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

#### **52.2. COST OF ARBITRATION**

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

#### **52.3. WORK TO CONTINUE**

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

#### **53. LAWS GOVERNING THE CONTRACT:**

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



<b>URANIUM CORPORATION OF INDIA LIMITED</b>			
<b>(A Government of India Enterprise)</b>			
<b>P.O. Jaduguda Mines, East singhbhum, Jharkhand - 832 107</b>			
<b>TECHNICAL BID DOCUMENT</b>			
<b>Phone : (0657)2318001, 2318002/2318003 Fax : (0657) 2318010</b>			
<b>TERMS &amp; CONDITIONS Part I (Pre- Qualification Part)</b>			
<b>NIT No.</b>	UCIL/MILL/130/319/2018 DATED 19.04.2018.		
<b>Subject:</b>	Subject: Annual Contract for Mechanical Maintenance Jobs in Leaching/ Neutralizing Section & Reagent Preparation Plant/ Section at Jaduguda Mill (2018-2019).		
<b>Note: UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable), &amp; EMD/ Bid Security (if applicable), &amp; Letter of Undertaking/ Authorization letter (Covering Letter) as per Annexure- 2 shall also be submitted in Original (in physical form) in the sealed envelope indicating NIT ref. No. within the Tender Due Date &amp; Time through post/ courier/ given in person to the UCIL's address: D.G.M. (I/P &amp; IRs), Uranium Corporation of India Limited, Jaduguda Mines, Singhbhum (East), Jharkhand- 832 102.</b>			
<b>SI. No.</b>	<b>PARTICULARS OF BIDDER</b>	<b>Please fill all this from I to V</b>	<b>Remarks</b>
I	Name of the Bidder/ Firm		
II	Postal address		
III	Name of Contact/ Authorised person		
IV	Contact No. with STD code/ Mobile No.		
V	e-mail ID		
	<b>CHECK LIST: Scanned copies of the following GIVEN BELOW documents to be up-loaded on the web portal <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/ UCILEPROC</a> as per Annexure -1: Bid Submission within the due date and time fixed for uploading the tender as mentioned in the NIT.</b>	<b>Confirmation from Bidder. Please select the option (SUBMITTED), if submitted the required document.</b>	
1	Scan copy of UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable).		
2	Scan copy of EMD/ Bid Security (if applicable).		
3	Scan copies of Relevant documentary evidence compliance with Pre-qualification criteria (PQC) for Experience & Past performance. Attach (scan copies):		
4	Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit & Loss Account/ Balance sheets for the three years ending on 31.03.2017 (i.e. 2014-2015, 2015-2016, 2016-2017).		
5	Scan Copy of PAN		
6	Scan Copy of GSTIN registration certificate		
7	Scan Copy of EPF registration.		
8	Scan Copy of Tenderer's cancelled cheque of bank		
<b>Clause No.</b>	<b>Tenderer Compliance Statement as per Term &amp; Conditions of this tender document (Failure to comply will result in the disqualification of the bidder with respect to this tender).</b>	<b>Please Select the option (YES) for COMPLIANCE</b>	
General	Compliance to Understanding of Tender documents relating to the full scope of work & Bid Document in complete and Disclaim an obligation to review tenders for error prior to the close of tenders.		
General	Compliance to Privilege Clause, reserving the UCIL's right not to accept the lowest or any bids.		
General	Compliance to Pre-qualification Criteria (PQC) as per NIT and Tender Documents		
General	Compliance for Acceptance of all terms and condition as mentioned in tender document (Complete) and NIT including addenda/ Corrigendum etc.		
NIT & ITB	Compliance to Submission of Bid and the prescribed EMD as per NIT and tender documents. UCIL shall have the right to forfeit the EMD, in addition to any other provision of Contract.		
SCOC	Compliance to validity of Bid and Extension of validity of Bid as per NIT and Tender Documents.		
SCOC	Compliance to Submission of Security Deposit in the form, in the amount, and within the time specified in the bidding documents, If offered bid is accepted.		
SCOC	Compliance to Liquidated Damages Clause as per Tender Documents		
SCOC & GCOC	Compliance to Termination Clause as per Tender Documents		

**URANIUM CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**P.O.: Jaduguda Mines, Dist: East Singhbhum,**

**Jharkhand-832102**

**PART – II (Price Part)**

**Bill of Quantity (BOQ)**

<b>Name of Work</b>		<b>Subject: Annual Contract for Mechanical Maintenance Jobs in Leaching/ Neutralizing Section &amp; Reagent Preparation Plant/ Section at Jaduguda Mill (2018-2019).</b>				
<b>NIT Ref. No.</b>		UCIL/MILL/130/319/2018 DATED 19.04.2018.				
<b>Name of Tenderer</b>						
Sl. No.	Description of item	Unit	Qty	Unit Rate in figure after considering discount if any excluding GST (Rs.)	Unit Rate in words after considering discount if any excluding GST (Rs.)	Total Amount in Rs.
<b>A Selective Replacement of Mill Liners</b>						
1	Py. Ball Mill Shell liner Standard size (Mn steel, no. of liners = 44 nos.), Appox. Wt.= 100 Kgs.	Set	1	□ 0.00		□ 0.00
2	Py. Ball Mill Shell liner Short size (Mn steel, no. of liners = 12 nos.), Appox. Wt.= 70 Kgs.	Set	1	□ 0.00		□ 0.00
3	Py. Ball Mill Shell liner Manhole & coped shell liners (Mn steel, no. of liners = 09 nos.) Appox. Wt.= 90 Kgs.	Set	1	□ 0.00		□ 0.00
4	Py. Ball Mill outer head liner (Mn steel, no. of liners = 16 nos.), Appox. Wt.= 80 Kgs.	Set	1	□ 0.00		□ 0.00
5	Py. Ball Mill inner head liner (Mn steel, no. of liners = 16 nos.) Appox. Wt.= 90Kgs.	Set	1	□ 0.00		□ 0.00
<b>B Air Pipes Line Cleaning/Maintenance</b>						
6	Dismantling, Cleaning and refitting of Air pipes lines Size-25 NB (appox Wt.= 50 Kg each)	No.	250	□ 0.00		□ 0.00
7	Repair /Maintenance of Air Pipes Lines	Mtr.	100	□ 0.00		□ 0.00
<b>C Replacement of valves at various lines in Reagent</b>						
<b>C1 Valve size from 1/2" NB to 2" NB</b>						
8	Dismantling of Valves	No.	50	□ 0.00		□ 0.00
9	Fixing of Valves	No.	50	□ 0.00		□ 0.00
<b>C2 Valve size from 3" NB to 4" NB</b>						
10	Dismantling of Valves	No.	50	□ 0.00		□ 0.00
11	Fixing of Valves	No.	50	□ 0.00		□ 0.00
<b>C3 Valve size from 6" NB to 8" NB</b>						
12	Dismantling of Valves	No.	50	□ 0.00		□ 0.00
13	Fixing of Valves	No.	50	□ 0.00		□ 0.00
14	Dismantling and Refitting of Bottom Flange of Pachucas and its Valves.	No.	100	□ 0.00		□ 0.00
15	Steam Line maintenance/cleaning of size-50NB and 80NB stainless steel pipes of leaching Pachuca appox.	No.	100	□ 0.00		□ 0.00
16	Repair/Replacements of Tie Rods of Holding Arrangements of Leaching Pachuca.	No.	150	□ 0.00		□ 0.00
17	Maintenance/Replacement of Central Air Lift Pipes of Leaching Pachucas	No.	10	□ 0.00		□ 0.00
<b>D Mechanical Structure Fabrication/ Erection/ Dismantling</b>						
18	Structure Material Fabrication	MT	2	□ 0.00		□ 0.00
19	Structure Material Erection	MT	2	□ 0.00		□ 0.00
20	Dismantling of Steel Structure	MT	2	□ 0.00		□ 0.00
<b>E Mechanical Piping Work</b>						
<b>E1 Fabrication of Pipelines</b>						
21	Group A Pipe Size from 15NB to 40NB	Mtr.	200	□ 0.00		□ 0.00
22	Group B Pipe Size from 50NB to 80NB	Mtr.	400	□ 0.00		□ 0.00
23	Group C Pipe Size from 100NB to 150NB	Mtr.	400	□ 0.00		□ 0.00

24	Group D Pipe Size from 200NB to 300 NB	Mtr.	200	□ 0.00	□ 0.00
<b>E2 Erection of Pipelines</b>					
25	Group A Pipe Size from 15NB to 40NB	Mtr.	200	□ 0.00	□ 0.00
26	Group B Pipe Size from 50NB to 80NB	Mtr.	400	□ 0.00	□ 0.00
27	Group C Pipe Size from 100NB to 150NB	Mtr.	400	□ 0.00	□ 0.00
28	Group D Pipe Size from 200NB to 300 NB	Mtr.	200	□ 0.00	□ 0.00
<b>E3 Dismantling &amp; Shifting of Pipeline</b>					
29	Group A Pipe Size from 15NB to 40NB	Mtr.	200	□ 0.00	□ 0.00
30	Group B Pipe Size from 50NB to 80NB	Mtr.	400	□ 0.00	□ 0.00
31	Group C Pipe Size from 100NB to 150NB	Mtr.	400	□ 0.00	□ 0.00
32	Group D Pipe Size from 200NB to 300 NB	Mtr.	200	□ 0.00	□ 0.00
F	<b>Dismantling, Erection and Alignment of Conveyor Belt, Pulley, Idlers, Gearboxes, Motor, Troughs, Agitator Shaft, Agitator Assembly, Stainless Steel work replacement and other equipment etc.</b>				
33	Dismantling	MT	40	□ 0.00	□ 0.00
34	Erection	MT	40	□ 0.00	□ 0.00
<b>Selective Replacement of Worn out/damaged items like Chequered Plates, Gratings reducers, short piece, tray and other equipment etc.</b>					
	Fabrication	MT	5	□ 0.00	□ 0.00
	Erection	MT	5	□ 0.00	□ 0.00
	Dismantling	MT	2	□ 0.00	□ 0.00
	1" thick sand Bituminous coating on top surface of Chequered Plates	Square mtr.	10	□ 0.00	□ 0.00
6	<b>Total Amount excluding IGST or CGST and SGST in Rs.</b>				□ 0.00
7	<b>IGST@ % OR</b>				0
8	<b>CGST@ % AND</b>				0
9	<b>SGST@ %</b>				0
10	<b>Total Contract Value including IGST or CGST and SGST in Rs.</b>				□ 0.00
<b>Total Contract Value (in words)</b>					
<b>The quoted rate shall be inclusive of all taxes &amp; duties but excluding IGST or CGST or SGST, if applicable.</b>					
<b>The contract value shall be inclusive of all and applicable GST.</b>					