



## INDEX

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**Ref:UCIL/TMD-Mill/Inst/I-12**

**Dated:23/02/2019**

**NIT NO.: TMD INST- 079**

E-Tenders are invited for the execution of following works:

**Name of Works:** Supply of Manpower (Semi-skilled & Unskilled) for Maintenance of C & I System of Uranium Ore Process Plant

1	Nature of Tender	:	Single Stage Two Part
2	Estimated value of work (including GST)	:	Rs.55,30,954/- ( Rupees Fifty Five Lakhs Thirty Thousand Nine Hundred Fifty Four only)
3	Earnest Money Deposit	:	Rs. 55,300/- (Rupees Fifty Five Thousand Three Hundred Only) (Nil for MSME/SSI/NSIC registered company)
4	Cost of Tender	:	Rs.1000 /- (Rupees One Thousand only) (Nil for MSME/SSI/NSIC registered company)
5	Date of Commencement of uploading the Tenders	:	23-02-2019
6	Date of Closing of uploading the Tenders	:	25-03-2019 upto 12:00 Noon
7	Last date of submission of Original copy of EMD, Cost of tender etc. at UCIL	:	25-03-2019 upto 12:00 Noon
8	Tender (Techno commercial part) Opening Date	:	25-03-2019 at 3.30 PM

**Pre-Qualification Criterion (PQC):**

The bidder should have PAN (Permanent Account Number), GST registration and Provident Fund Registration and ESIC registration.

The bidder should be financially sound. The average annual financial turnover during the last 3 years ending 31<sup>st</sup> March 2018 should be at least Rs 16.60 Lakhs.

The bidder should have experience of having successfully completed similar works during last 7 years ending 31.03.2018 as at (a) or (b) or (c) below:

- a. One similar completed work costing not less than Rs 44.25 Lakhs
- b. Two similar completed works each costing not less than Rs 27.65 Lakhs.
- c. Three similar completed works each costing not less than Rs 22.12 Lakhs.

'Similar Works' means supply of manpower in a process plant.

Documentary evidence in the form of Certificates from clients / Work Order copies specifying the work and the amount of contract should be submitted.

Tender is to be filled at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>, the tender document fee in the form of DD drawn in favour of "M/s URANIUM CORPORATION OF INDIA LIMITED" payable at State Bank of India, Jaduguda Branch, Code No. 0227 **OR** Cost of tender document fee may also be paid through SBI Challan. This will operate at all branches of SBI in India. Format of Challan is in this tender document. **OR** Cost of tender document can also be submitted at SBI Collect portal <https://www.onlinesbi.com/prelogin/collecthome.htm?corpID=650351>. Cost of



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
(NIT no- TMD INST-079)

**Turamdih Mill**

tender document Demand Draft/ SBI Bank Challan (UCIL Copy)/ Payment receipt (scanned copy) shall be uploaded in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.

Tenders received without earnest money are likely to be rejected. Tenderer shall submit the EMD in form of Bank Draft, Scanned copy of EMD shall be uploaded in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.

Original copy of cost of tender document, Earnest money deposit and printout of tender acknowledgement submission should be physically submitted in the Central Personnel Section, Uranium Corporation of India Ltd., P.O.-Jaduguda Mines, East Singhbun, Jharkhand, Pin – 832102. The above document shall reach before the date and time fixed for opening of tender in a closed cover super scribing the Tender No., Tender closing date, Name of the work & Name of bidder. If the Bidder fails to submit these document before date scheduled to open the Tender, his bid may not be considered. The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> before due date fixed for receiving the bid. Physical submission of tender shall not be accepted in any circumstance.

Offers will be opened on due date as mentioned above by the Corporation's authorized representative(s) in the presence of Tenderer who are present.

The Corporation reserves the right to accept or reject any or all the tenders in full or part and the Tenderer shall be bound to perform the same at his quoted rates

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof. Purchase preference shall be applicable as per Govt. of India directives.

for Uranium Corporation of India Limited



### **JOB DESCRIPTION**

UCIL has operating a uranium ore processing plant at Turamdih, which is around 5KM from Tatanagar Railway Station towards Hata to meet the increasing demand of uranium. Presently it is running at 3000 TPD capacity and Commissioning activities of 1500TPD more capacity are near to completion.

C&I System of Turamdih Mill is based on Schneider make Premium series PLC. There are 4nos.of LPRs (Local Panel Rooms), 2nos. of Monitoring Rooms and one CCR (Central Control Room) for control and operation of complete plant. Apart from PLC System, various conventional instruments (like-pH, ORP, Flow, Temperature, Level, Turbidity, Density transmitter and switches) and non-conventional instruments (like-Particle Size Analyzer/ XRF Analyser, Portable Flow meters etc.) are provided in the plant for on-line monitoring and control of the process parameters from Control Rooms. C&I systems is backed up by strong communication system (Telephone, Radio System, Public Address System, CCTV System) to communicate with plant personnel.

UCIL is interested to invite Tender for Supply of Technical Manpower for Maintenance of C&I system. The party should have pool of manpower (Semiskilled & Unskilled category). Persons deputed at site should be capable to take-up the job assigned to them without need of any sort of training.

### **JOB REQUIREMENT:**

As mentioned above, various types of process instruments (like-Level /Flow/ Pressure /pH/ ORP/ Turbidity /Density etc. Transmitters / Switches) and other hard wares like Solenoid valves, Pneumatically operated Diaphragm Valves / Control Valves, Proximity Switches, Air Filter Regulators etc are provided for centralized operation of the plant from Central Control Room (CCR) / Local Panel Room (LPR).

Tenderer has to supply manpower to provide support in conducting preventive maintenance, rectification of instrumentation system and fault tracing and rectification in Back up Panels (BUPs), Hardwired Logic Panels (HWLPs) and hardwired interface between BUPs / HWLPs / VVFDs & MCC is included in the scope of present tender.

### **Instrumentation Maintenance Works:**

1. **Upkeep and maintenance of on line pH / ORP Transmitters and its complete loop checking:** Cleaning of electrodes with water and acid, KCL filling (if applicable), ATC checking, 2/3 point calibration with standard buffer solution and loop calibration.
2. **Upkeep and maintenance of bench pH / ORP Meters and its complete loop checking:** Cleaning of electrodes with water and acid, KCL filling (if applicable), ATC checking, 2/3 point calibration with standard buffer solution and loop calibration.
3. **Upkeep and maintenance of Belt-Weighers / Weigh Feeders:** Day-to-day maintenance of all moving parts, calibration of complete unit (Load Cell, Tachometer and ADC with) is to be done through test weights/ test chain.
4. **Upkeep and maintenance of Pressure Gauge / Switches and Temp. Gauges/ Switches:** Above instruments are to be removed from site, brought to laboratory / workshop for cleaning, calibration / adjustment and reinstallation at site.
5. **Upkeep and maintenance of Pressure Transmitter (PT) and its complete loop checking:** PT to be isolated electrically and removal from site, after blinding / disconnection of tubing to be brought to lab/ workshop for cleaning, installation in the test set up with calibrator/master and calibration according to standard I&C practice. Removal from test set up, reinstallation at site and restoration of all tubing and electrical connection. Loop test and preparation of report.
6. **Upkeep and maintenance of Temperature Gauge (TG) :** TG to be removed from site brought to lab / workshop for repair/ calibration/cleaning, hook up to test setup, removal from test setup/ temperature bath after calibration/testing and preparation of report.



7. **Upkeep and maintenance of Temperature Transmitter (TT) and its complete loop checking:** TT to be isolated electrically and removal from site and after brought to lab/ workshop. Clean, install in test set up with calibrator/ temp. bath and calibration according to standard I&C practice. Removal from test set up and reinstallation at site. Loop test and preparation of report.
8. **Upkeep and maintenance of Diff. Pressure Transmitter (DPT) and its complete loop checking:** DPT to be isolated electrically, removal from site, after blinding/disconnection of tubing brought to lab/ workshop for cleaning. Hook up to test setup for calibration with standard and reinstallation at site, loop test and preparation of report.
9. **Upkeep and maintenance of Level Gauge/transmitter (LT) and its complete loop checking:** Level gauges/Transmitters to be isolated properly from tank/vessels for cleaning and simulation done of the transmitter. Level measuring tape to be rolled to reach maximum level and checking/ adjusting of 100% span including loop checking up to control room. Preparing of report, loop testing and reinstallation of transmitter at site.
10. **Upkeep and maintenance of Pressure Switch and its complete loop checking:** Pressure switches to be isolated electrically and removal from site, brought to lab/ workshop for cleaning. Hook up to test setup unit, removal from test setup after calibration, reinstallation at site and reconnection. Loop check and preparation of calibration report.
11. **Upkeep and maintenance of Magnetic Flow Transmitter (MFM) and its complete loop checking:** Cleaning and tightening of terminals. Loop testing, measuring coil resistance, physical inspection of sensing electrodes, liners and cross checking with portable flow meter.
12. **Upkeep and maintenance of Turbidity Transmitter and sensor with complete calibration and checking:** Cleaning of electrodes with water and 2/3 point calibration with standard solution and loop checking shall to be done.
13. **Upkeep and maintenance of Hydraulic Power Unit (HPU) and its complete loop checking:** Checking HPU and its instruments for proper functioning and checking of gasket and fittings etc. shall to be done.
14. **Upkeep and maintenance of Panel mounted instruments and its accessories etc.:** Checking of Panels and panel mounted instruments like controllers, indicators, digital clock, flow computers, alarm annunciator, indicating lamps, push button and gas detection monitors system etc. for proper functioning. Cleaning, repairing, checking of tightness, accessories and all interconnections inside panels and their maintenance.\
15. **Upkeep and maintenance of TIC / Control panel and its cleaning / de-dusting etc.:** Calibration of isolators, signal multipliers and checking of screened earthing connections, tightening of terminals, correct ferruling and cable gland-packing etc. and panel cleaning shall to be done.
16. **Specialized instrumentation job like tubing work, specialized fitter's job:** Specialized Instrumentation job like SS tubing, GI tubing/ piping for air supply, cabling glanding/ cable laying/ cable scheduling/ ferruling and panel wiring etc. required as per instruction of EIC.
17. **Painting of 2" Yoke supports for field instruments:** Removal of old painting, surface cleaning and primer coating. Painting of yoke supports with minimum 02 layers of paints as per standard shall to be done.
18. **Installation of Hot dip galvanised perforated Cable tray including MS angle supports of following sizes as per IS standards, Thickness: 10SWG:** Installation of cable tray with proper angle support at every 1.5 meters cable dressing, clamping, tying/ clamping etc. shall to be done.
19. **Cable Laying, Glanding and Terminations of C& I cables etc.:** Neatly laying of multi core and pair cables in existing cable tray / trenches, Cable tagging by putting aluminium tags at both ends, glanding by double compressed glands. Printing of ferrules, Socketing, Termination, continuity checking and cable dressing shall to be done.



20. **Maintenance of Control valves and its complete loop checking:** Removal of the control valve from Pipe line, removal of top cover, valve trimming/ stroke checking, calibration of the valve and I/P Converter, and SOVs replacement and reinstallation of top cover. Loop checking and preparation of report etc.
21. **Repairing of Digital Panel Meters and Auto Manual Stations:** Fault tracing and rectification of Digital Panel Meters and Auto Manual Stations. All electronic components required for maintenance shall be arranged by the contractors free of cost. Calibration and Set Point checking after repairing shall to be done.

**NOTE: One set of maintenance manual of all instruments, covered under MC, shall be provided to the contractor. All maintenance jobs are to done as per OEM recommendation.**



## **WORKFORCE:**

Contractor has to provide workforce (Manpower) to maintain the Control & Instrumentation (C&I) System of Turamdih Ore Processing Plant on Round the Clock basis.

The contractor should deploy only such persons who are careful, skilled and experienced in their respective trade and whose qualification and experience meet the NIT requirement. Some relaxation for technician (limited to 25% of total workforce) in qualification and experience may be considered on case-to-case basis for highly deserving candidates suitable for the job depending on the interview performance and trade test. **Trade test of work force will be taken by a team of UCIL and workforce will be approved after satisfactory performance.**

### **The minimum desirable qualification and experience are given below:**

- **Technician (Skilled Category):** Should have ITI in Instrumentation / Electronics / Electrical discipline with at least 7 years experience in the field of C&I. Combination of above discipline is acceptable.
- **Technician (Semi-Skilled Category):** Should have ITI in Instrumentation / Electronics / Electrical discipline with 2 years experience in the field of C&I. Combination of above discipline is acceptable.

### **OR**

Class 10<sup>th</sup> pass with at least 7 year experience in C&I field.

**Note: Contractor has to provide at least 3 technicians having ITI in the relevant trade and required experience.**

- **Helper (Unskilled Category):** Should be at least 8th Class pass with 4 years experience in the field of C&I.

### **Resource Deployment:**

Maintenance services will be required on round the clock shift basis. Therefore, Contractor's resources should remain present at following places to attend breakdowns:

Area	Technician			Helper		
	Each R/c Shift	General Shift	Total / day	Each R/c Shift	General Shift	Total / day
Primary Crushing, Fine Crushing, Grinding, Neutral Thickening, Expanded part of Turamdih Mill		1	1	1	0	3
Leaching, Chemical House and Ion Exchange		1	1	1	0	3
Reagent Prep., Tailings Neutralization, Sand Slimes Separation, Tailings disposal, Boilers, Compressors and ETP	1	0	3		1	1
Water Treatment plant		0	0		1	1
<b>GRAND TOTAL</b>			<b>5</b>			<b>8</b>

\* All seven days of week are working days for 'Round the Clock shift'.

\*\* Total nos. of working days of 'General Shift' is 6 per week. Sunday is weekly off for General Shift.



## **Instruction to Tenderer**

Tenderer are advised to go through the following instruction before filling the rates:

1. Nature of the tender: The Tenderer should submit their tender in Single Stage - Two part as described in the NIT
2. Tenderer has to submit (upload) copy of ESIC registration certificate along the tender. If the Tenderer is not registered with ESIC, they have to give an undertaking that they will submit the ESIC registration certificate along with ESIC registration of manpower deployed for execution of this work within 15 days from the date of issue of LOI/Work order, failing which the work order may be cancelled. Tenderer shall note that under any circumstances the work shall not commence without submission of ESIC registration of workmen deployed under the contract.
3. The rates quoted will remain firm till completion of the contract.
4. Contractor will only supply the manpower; all tools, tackles required for satisfactory execution of the work under this contract are to be supplied by the UCIL free of cost. Amount will be deducted for missing and broken tools by the contractor.
5. The Tenderer shall fill his rates in the 'Price Format'. Rates should be quoted only as per price format of tender document failing which your offer shall be rejected.
6. Total cost shall be the only deciding factor of L-1 bidder (Ref. Price Format)
7. **Rates in Words & Figures:**
  - i. In case of item rate tenders, only rates quoted shall be considered.
  - ii. Rates shall be filled properly so that there is no discrepancy in rates written in figure 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.
  - iii. Where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item (s) then rate for such item (s) will be considered as zero.
8. The quoted rates should be inclusive of GST. In case of change in tax structure, same will be paid as per prevailing rates against submission of documentary evidence
9. UCIL reserves to themselves right of accepting the whole or any part of tender and the Tenderer shall be bound to perform the same at his quoted rates.
10. Before submission of the tender the Tenderer are advised to make themselves fully conversant with the conditions of tendering, general conditions, special conditions, site conditions, specifications, schedules, drawings and all other relevant information's so that no ambiguity may arise in this respect subsequent to the submission of the tender.
11. It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.
12. The Tenderer shall submit his tender strictly in accordance with the tender specification. terms and conditions laid down in the tender document.
13. The insurance will be covered as per rules and the insurance coverage shall be for all your workmen for the whole period of contract and shall be furnished to the corporation before commencement of the work to





indemnify the Uranium corporation of India Ltd., against all risk, damages losses, claims for compensation etc. arising from the contract in question.

14. Minimum wage rate payable to skilled/un-skilled laborers engaged for this work shall be as per current notification of A.L.C (C) Chaibasa. In case of any increase in minimum wages, the same has to be paid by you.
15. **Escalation of Minimum wages:** Reimbursement of escalation in minimum wages including PF& ESIC (Variable cost as per price format) will be paid as per actual. Instruction issued by UCIL Management in response to notification of amendment of hike in minimum wages shall be final in this regard. Bidder has to produce evidence of such payment in form of Bank transaction receipt, PF & ESIC deposit challan. For the reimbursement of escalation in minimum wages the due date for submission tender as mentioned in NIT shall be considered as base date in this work.
16. **Payment of wages:** Payment of wages to the workmen deployed under this contract shall be paid by Bank cheque/ E-transfer of funds. Documentary evidence shall be enclosed along the RA bills.
17. You have to give a certificate of liability for damage done by your employees/ workers. You have to provide detail addresses of your employees/workers.
18. You shall maintain all safety precautions during execution of work. You should provide your own safety appliances like safety belt, helmet etc. for this work.
19. If it is found that labour payment on stipulated payment day is not followed and non-issue of wages slips to the labour engaged for this work, corporation should compel you to stop the work.
20. Order shall not be splitted, bidder has to submit rates of all items mentioned in price format, failing which their offer shall not be considered. Bidder shall submit a blank price format stating that they have submitted the price as per price format.



## **TERMS & CONDITIONS**

1. **PERIOD OF CONTRACT:** The period of Contract is **TWO year (308 working days (305 working days + 3 National holidays) in 1 year)** from the date of issue of work order / commencement of work, Quantities shown in the 'Price Format' are for One year period only.
2. Bidder shall upload their PAN (Permanent Account Number), GST registration No, and Provident Fund, ESIC Registration Numbers along with 'Technical Part' of bids. **Failing which their offers shall be rejected.**
3. **EMD:** **Tenders received without earnest money deposit shall be summarily rejected.** No interest shall be payable by the purchaser to the bidder for the amount of EMD, Copy of EMD shall be uploaded at UCIL EPROC website. EMD of the successful bidder may be converted in security deposit. Remittance of EMD shall be as per page no. 47 chapter 9(a).
4. Tender documents will be issued free of cost to Company/Units registered with MSME/NSIC/SSI. They are also exempted from submission of EMD.
5. **ESIC Registration Number:** Tenderer has to submit (upload) copy of ESIC registration certificate along the tender. If the Tenderer is not registered with ESIC, they have to give an undertaking that they will submit the ESIC registration certificate along with ESIC registration of manpower deployed for execution of this work within 15 days from the date of issue of LOI/Work order, failing which the work order may be cancelled. Tenderer shall note that under any circumstances the work shall not commence without submission of ESIC registration & ESIC registration of deployed workmen under the contract.
6. **VALIDITY:** **Offers shall be valid for 120 days effective from the date of tender opening.**
7. **FIRM PRICE:** The rates quoted will remain firm till completion of the contract. No escalation in rates will be allowed.
8. Deciding the L1 bidder: Total cost shall be the only deciding factor of L-1 bidder. (Ref. Price Format)
9. Preference shall be given to unit/company registered with MSME/NSIC/SSI as per rule of Ministry of Micro, Small and Medium Enterprises.
10. **Security Deposit:** Total amount of Security deposit shall be limited to 10% of the awarded value of work. 50% 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. Security deposit shall be remitted by mode mentioned at page 47, para 9(a) in this tender. Balance 50% amount of security deposit will be recovered @ 10 % from each running bill till the full security deposit is recovered. EMD will be returned back to the Tenderer after deposition of security deposit.
11. **TERMS OF PAYMENT:** The contractor shall submit the monthly bill in triplicate to UCIL the payment for the completed work shall be released against monthly RA (Running Account). The contractor shall submit his bills immediately after completion of the month. UCIL will make payment to contractor within 30 days from the date of submission of bill.
12. **Taxes & Duties:** The rate quoted should be inclusive of all taxes & duties including GST. Bidder shall include GST no. along the offer.
13. **Commencement of work:** Successful bidder has to commence the work within 15 days from the date of issue of LOI/Work order. Failing which, work order may be cancelled.
14. Income tax shall be deducted as per I.T. Act. Income Tax shall be deducted from your bills.
15. Work Contract Tax, if applicable, shall be deducted from your bills
16. **Reimbursement for variation in Taxes / Imposition of new taxes** The Contractor will be paid at actual against production of documentary evidence for any variation in statutory taxes, duties etc. or any imposition of new Governmental taxes /duties during the Contract execution period. For this purpose, the bidder should



indicate clearly in his price bid the details of taxes and duties considered for all those major items for which he intends to claim for such reimbursement.

17. **Medical Care:** The Contractor shall be fully responsible for first aid and emergency medical treatment to his employee at site. The Contractor at site shall make necessary arrangement for this purpose. In serious cases, medical facilities of UCIL may be available to the Contractor on chargeable basis.

The medical supervision of Contractor over his employee shall include anti-malaria measures, vaccination against small pox, and inoculations against cholera, typhoid and other infectious diseases. Employees suffering from infectious disease shall be removed as soon as detected. If any case of infectious disease were discovered amongst the employees, it must at once be reported to the UCIL. The Contractor shall abide by the provisions of the **Employees State Insurance Scheme** as applicable.

18. **ACCEPTANCE OF BIDS:** The right is reserved to reject any or all tenders. The lowest tender will not necessarily be accepted. Any tender not supported by the information requested in the tender document will not be accepted.

Along with the offer the documentary evidence to show the past experience of the supplier in the area of supply of manpower in a process plant/Industry has to be submitted. Without the documentary evidence offer will not be accepted. The satisfactory completion certificate or satisfactory completion certificate shall be attached stating job commencement & completion date, Order value, Along with contact details of the engineer in charge.

19. **CARE IN SUBMISSION OF TENDER:** Before submitting the tender, the tenderer should satisfy himself by actual inspection of the site, approaches, availability of material, camping facilities for his workman etc and that all conditions liable to be encountered during execution of the works are taken in to account and that, the rates accepted are adequate and are inclusive of such conditions.

20. **SECURITY RULES:** The tenderer shall follow at site all security rules as may be formed by the Corporation from time to time regarding movement of materials and equipment at site, issue of identity cards, control of entry of personnel, and all similar matters. Tenderer shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities. Nothing extra will be payable on account of stoppage / hindrance of work due to compliance of the said security rules.

21. **FORCE MAJEURE:** The term "Force Majeure" is defined as follows:

Any delay in the execution of works either directly or indirectly by any cause beyond the control of the Contractor and in particular, but without prejudice to the generally of the strikes, concerted action of workman, lockouts, fire, storms, floods, earthquake, riots, lightning or any other act of nature, war whether declared or not, insurrection, restraints imposed by the Government or Governments, Legislature or any other proper authority.

22. **IDLE CLAIM:** Tenderer may please note that no claims will be entertained on account of idle work force, labour, manufacturing facility and machinery, stoppage of work, unprecedented rains, storm or any other unforeseen circumstances.

23. **SETTLEMENT OF DISPUTE BY ARBITRATION:** All disputes arising during the execution of work or after the completion or abandonment thereof shall be referred to the sole arbitration of person appointed by the UCIL.

24. **CONTRACTOR'S ORGANISATION AND SET UP AT SITE:**

Maintenance of Control & Instrumentation System of plant is very important because overall performance of the plant will depend on status of plant automation. It is essential that the contractor's organization at site is headed by a very experienced and responsible personnel of the Company. The Contract-in-charge will have to be senior enough to liaison with senior management of his organization directly and will be vested with powers to take prompt decisions and actions. He has to organize the shift schedule in line shift schedule of UCIL, plan for maintenance and keep C&I system available all the time in healthy condition. The contractor should depute experienced manpower in round the clock shift to maintain the plant automation system. The



experienced certificate and screening of personnel deputed for the said work has to be carried out in consultation with the UCIL. The workmen will be deployed based on experience and selection by interview. Before deployment the UCIL will take interview of individual workman in presence of the contractor and suitable candidates only will be selected based on their performance in the interview.

- 25. LABOUR:** The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship. The contractor should not employ in connection with the works any person who has not completed 18 years of age.

The contractor shall obtain a valid license under contract labour act before the commencement of the work and continue to have a valid license until completion of the work. All facilities to workman, labourers, wages, leave, medical leave /maternity benefit, provident fund, housing, ESIC etc shall be regulated as per GOVERNMENT LAWS and REGULATIONS. Insurance coverage for the labourers and personnel working under the contractor shall be regulated as per standard government rules.

**26. SAFETY MEASURES:**

To avoid possible accidents to staff and labour employed on this job, it is imperative to observe the safety practices specified by the corporation and these shall be strictly followed.

The Tenderer shall be responsible for the observance and implementation of all safety precautions during execution of job in the plant. The Tenderer shall comply with all applicable provisions of safety regulations and other precautionary measures, which the UCIL has in effect at the site.

- 27. SAFETY RULES:** Tenderer shall strictly follow the safety guidelines as per safety guide AERB/SG/IS-1.

Some other salient points to be taken care of during executions of works are given below.

- i. The Tenderer shall follow the safety regulations as prescribed in the tender and Indian Standards. He shall provide necessary safety appliances to his employees as instructed by the UCIL depending upon the nature of work.
- ii. In case of an accident resulting into any rest or disability to the workman the same should be immediately reported to the Safety Officer.
- iii. Any person felt under the influence of alcohol or any intoxicating drugs on duty will be declared unfit for duty and should not be allowed to work. His entry pass would be confiscated and he should be sent out of the premises of the work / plant.
- iv. Drums or other make shift arrangements must not be used in place of ladders or workbenches or supports on any job.
- v. First Aid kits or boxes and stretchers should be readily accessible at all time with the Tenderer.
- vi. For all work that cannot be done from the ground level or from part of any permanent structure or from other available means of supports, soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to place of work.
- vii. All scaffoldings shall be securely supported or suspended and whenever necessary be properly braced to ensure suitability.
- viii. Chains, ropes or other lifting materials used for the suspension of scaffolding must be of adequate strength and suitable quality and shall be tested quality.
- ix. The platforms of suspended scaffoldings shall be sufficiently wide. Suspended scaffoldings shall have handrail of about 1 meter height from the floor of the platform. Such scaffoldings or staging shall be fastened to prevent it from swaying away from the structure.
- x. All sides of the platform from which a person is liable to fall shall be provided with guard rails to a height of at least 1 meter with the toe boards of at least 15 cm high so placed as to prevent the fall of materials and tools from the platforms.



- x. Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters shall have a probe.
  - xii. Spacing between the side rails of the ladder shall not be less than 45cms uniform step spacing shall not exceed 30 cms.
  - xiii. Whenever it is necessary to work at elevated places not adequately protected by railing, safety belts with lifelines securely tied to some firm structure or other support, which is independent of the equipment on which the person is working worn.
  - xiv. Nobody from contract workmen shall be allowed to work at elevated places without wearing Safety belts. As an additional precaution, safety nets made of coir rope or nylon or any other suitable material should be hung at suitable elevation to prevent people and equipment falling below.
  - xv. Dropping or throwing materials from roof structures or other elevated positions is prohibited.
  - xvi. Where work is going overhead, the area below should be cordoned. If it is not possible to cordon the area place caution sign "CAUTION –MEN WORKING ABOVE" - or depute responsible person to warn passerby.
  - xvii. Helmets ISI Mark (made of fiber-glass or any other suitable material) must be used by all the employees working on jobs.
  - xviii. Material handling jobs or where the chances of falling objects are present or where there is a possibility of persons tracking against projecting objections etc.
  - xix. All necessary personnel safety equipment such as face masks, safety helmets, safety boots, safety belts, gloves, safety goggles etc., as considered adequate by the UCIL have to be kept available for the use of person employed at the site of work and maintained in condition suitable for immediate use and Tenderer shall take steps to ensure proper use of equipment by the workers.
  - xx. The Tenderer shall use tubular steel for scaffolding for all heights more than 5-meter height as approved by the UCIL.
  - xxi. All the safety items have to be arranged by contractor confirming to relevant IS code in consultation with UCIL
- 28. FAIR WAGES:** The wage paid to the workmen shall not be less than fair/minimum wages fixed by the Govt. from time to time. The Tenderer is deemed to have taken this aspect in his unit rates estimation for various items of work covered under this contract.
- The Tenderer shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Departmental notification procedures issued in this regard shall be applicable to this contract.
- 29. DEVIATIONS FROM ORIGINAL TENDERS:** The contractors should indicate any suggested deviations from the tendering documents in the bid itself for consideration by the UCIL. These deviations shall constitute part of the contract when approved by the UCIL.
- 30. LAYOUT:** The location & layout of various buildings and other connected buildings are generally as indicated in the layout plan. The Tenderer is requested to acquaint himself with location and layout of the various building structures, areas etc. before submission of offer.
- 31. GST:** The rate quoted should be inclusive of GST. The Tenderer should submit GST registration certificate and number along with the offer.
- 32. SECRECY:** All information's, drawings, designs and specifications imparted to the Tenderer shall at all times, remain the absolute property of the Purchaser. The Tenderer shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.



The Tenderer shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the Tenderer with the prior consent of the UCIL. In such cases, the Tenderer shall ensure and obtain similar obligation of confidence from third parties in question. No photographs of the work or plant within the site premises shall be taken without the prior approval of the UCIL.

**33. SUB-CONTRACTS:** The Tenderer shall not sub contract the whole or any part of the work.

**34. TERMINATION OF CONTRACTS:**

UCIL may without prejudice to any other remedy for breach of contract by written notice of default same to the contractor, terminate the contract in whole or in part:

- i. If the contractor fails to deliver any or all the services within the time period (s) & quality specified in contract.
- ii. If the contractor fails to perform any other obligation under the contract or
- iii. If the contractor in either of the above circumstance does not take remedial action for its failure within a period of 30 days after receipt of default notice from UCIL.
- iv. If the action of the contractor, towards, supply of Manpower for C&I System affects operation of Plant, then termination of the contract will be made immediately. In the event the UCIL terminate the contract in whole or in part, pursuant to the above provision UCIL shall not pay any compensation in any form to the contractor for the left out work.

**35. FORECLOSURE OF CONTRACT**

If at any time after acceptance of the tender / during execution of Contractor work, the UCIL decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the UCIL shall give notice in writing to that effect to the contractor and the contractor shall not claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall be paid at contract rates for the work carried out and amount as certified by the UCIL, but not more than the amount proportionate to the value of balance work.

**36. ABANDONMENT OF WORK:** In case work is abandoned by the contractor and UCIL is put to the loss by issuing another contract for left out scope of work originally awarded, the Contractor shall pay to UCIL, the difference in the amount of the actual contract value awarded to the new Contractor for the left out work and the amount which would have been paid to him had he not abandoned the work.

**37. SHIFT SCHEDULE:** The Tenderer has to ask his workmen to follow the prevailing shift schedule of TURAMDIIH MILL if they are put in shift duties otherwise they will be in general shift and will follow the general shift schedule. During round the clock shift operation, off days will be as per shift schedule, off for Sundays and other national holidays are not applicable. The supplier has to ask his workman to follow the prevailing shift schedule at TURAMDIIH MILL. Shift duty or general shift duty for the workman will be decided in consultation with UCIL.

**38. MOBILIZATION & DEMOBILIZATION:** The contractor shall mobilize the workmen only on the approval of the UCIL. The mobilization time should be maximum one week. Based on the assessment of work from time to time the contractor shall be informed to demobilize the workmen with oral/written notice of One week. UCIL also reserves the rights to demobilize the workmen by paying compensation in lieu of notice period. The contractor should mobilize the selected candidates at least 3 days before the date of commencement of the work. For example if the work has to be started on 15/09/07 then 3 days before i.e before 12/09/07 all the work force as mentioned in the tender has to be deployed for familiarization of the work and system. The selection of work force has to be completed before 05/10/07. If period mentioned above are not adhered then the contract will be cancelled and the EMD will be forfeited.

**39. MOBILIZATION ADVANCES:** Not applicable.



40. **STORAGE**: Since maintenance is involved, the contractor has to ensure the availability of basic maintenance materials and tools for day to day use. While bringing the material the contractor has to give one copy of the list of material he is bringing in and a monthly status for the spares used and the balance to UCIL. All materials shall be stored as to prevent deterioration or contamination by foreign matter and to ensure the preservation of their quality and fitness for the work. If the storage arrangement is not to the UCIL satisfaction the UCIL may direct the Tenderer to make such arrangement as he considers necessary and in the event of non-compliance, he would reserve the right to make proper arrangements departmentally or through other agencies at Tenderer risk and cost.
41. **SITE INVESTIGATION**: The Tenderer should satisfy himself as to the nature and location of the work, transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and all other such incidental costs at Turamdih Mill site. Any failure of the Tenderer to acquaint himself with all the available information concerning these conditions will not relieve him of the responsibility of estimating properly, the difficulty or cost of successfully performing the work. The Tenderer should note that Turamdih Mill Site is located at 5 Km (approx.) from Tatanagar Railway Station on Tata-Hata State Highway.
42. **UNIFORM / DRESS**: The supplier should ensure wearing of clean uniform/dress to the employees while working. The color of the uniform will be decided by UCIL. The name of the company / supplier has to be written on uniform. Without the uniform the workforce will not be allowed to work.
43. **SUPPLY OF ELECTRICITY**: The supply of electricity will be made available on chargeable basis for maintenance of C&I System.
44. **CLARIFICATION**: The bidders are advised to get clarification regarding any confusion / ambiguity regarding the tender from the UCIL before submitting the tender.
45. **EPF & GST**: The Tenderer shall comply with the provisions of other laws such as EPF Act, Gratuity Act & other Labour laws applicable.

The Tenderer should submit GST registration certificate and number along with the offer.

The contractor liable to pay GST for the work/ services rendered to UCIL, shall specifically mention the GST registration number in their invoices. Further, the amount and rate of GST shall be separately and distinctly specified in the invoice.

For payment of GST, serially numbered invoice/ bill shall be issued by service provider and should also specify the following:

- (I) The name, address and registration number of the service provider.
- (II) The name and address of the recipient of the taxable service
- (III) Description, classification & value of taxable service provided and;
- (IV) The GST payable on such services.

**46. Format and Signing of Bid**

The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

47. **Contacting the UCIL**: From the time of bid opening to the time of Contract award, if any bidder wishes to contact the UCIL on any matter related to the bid, it should do so in writing.

Any effort by the bidder to influence the UCIL in the UCIL's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.



#### **48. Evaluation and Comparison of Bids**

##### **Bid Evaluation Criteria**

Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

The techno-commercial part of bid shall be evaluated as per bid evaluation criteria and other requirements/documents as indicated in the bidding document. Techno-commercial Bid containing prices shall be summarily rejected.

Non-submission of details / documents as per above may lead to rejection of bid.

49. The eligibility be decided strictly based on documents submitted at the time of receipt of tendered. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ-criteria may be allowed subject to condition that:
- a. "Poor response" implies when less than three bids are found suitable on the basis of suitable eligible documents as per NIT.
  - b. The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in NIT.
  - c. The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

#### **50. Award of Contract**

UCIL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

##### **UCIL's Right to Accept Any Bid and to Reject Any or All Bids**

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

##### **Notification of Award**

Prior to the expiration of period of bid validity UCIL will notify the successful bidder in writing by fax/ Courier/ Email to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

Time Period shall be counted from the date of Notification of Award / Fax of Intent / Letter of Intent, or as mentioned in LOI / LOA.

The Notification of Award will constitute the formation of a Contract, until the Contract has been put into effect pursuant to signing of Contract Agreement.

Upon the successful bidder's furnishing of contract performance security, UCIL will promptly notify each unsuccessful bidder and will discharge his bid security.

##### **Signing of Agreement**

UCIL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to UCIL.

The successful bidder shall be required to execute an AGREEMENT in the standard Proforma on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the





acceptance of the tender shall be considered as cancelled. 50% amount of Security deposit shall be deposited before the signing of agreement

51. UCIL reserves the right to fix up priorities which will be conveyed to the contractor and the CONTRACTOR shall plan and execute work accordingly.
52. The contractor shall supply all Personal Protective Equipment (PPE) like helmets, Safety shoes, hand gloves, safety belts etc. of standard quality to his workmen at his cost as required for carrying out the jobs as specified in the SOR. In addition to the PPE Contractor has to supply uniform to its employees with their company symbol or logo.
53. The contractor shall ensure all protective safety equipment like helmets, Safety shoes, hand gloves, safety belts etc. to his workmen at while executing items as mentioned in the tender
54. The contractor shall maintain proper record of his employee's attendance and payment made to them for inspection, OT, Damages, Wages, PF, ESI & other relevant documents related to Labour laws.
55. Contractor shall obtain proper Gate pass from Security in-charge of UCIL and they **shall submit police verification report of all the manpower** as deployed for carrying out the job.
56. Contractor shall issue an identity card to its/his personnel to be deployed for carrying out the awarded job, which shall be displayed by them every day, without which the entry will be refused and suitable penalty shall be imposed at the discretion of UCIL..
57. The contractor's representative shall report daily to the site engineer for day-to-day working.
58. It will be responsibility of the contractor to pay wages to the personnel as per the minimum wages prescribed by the appropriate State/Central govt./authority under minimum wages act 1948 & to record & maintain the same which shall be duly got verified by the state authorities.
59. **LABOUR LICENCES & PROVIDENT FUND:** The contractor shall at his expenses, ensure due compliance with all applicable and governing industrial and labor laws, rules and regulations and bylaws both of the Central and State Governments and all other local authorities and shall keep the owner harmless and indemnified in respect thereof. The CONTRACTOR shall in particular ensure due compliance with the provisions of relevant Minimum Wages Act, 1948, payment of Wages Act, 1930, Contract Labor (Regulation & Abolitions Act 1970, Employees Provident Fund and Miscellaneous Provision Act 1952 and other Industrial Laws in force at site of work..
60. **SITE UPKEEP :** The Contractor shall ensure the upkeep of the working site from time to time for access to work site and also from safety point of view. Working site should always be kept neat & tidy up to the entire satisfactions of the EIC. Before handing over any work to owner, the contractor in addition to other formalities to be observed as detailed in the documents shall clear the site to the entire satisfaction of EIC.
61. The security deposit shall remain at the entire disposal of the company as a security for the satisfactory execution and completion of works in accordance with the conditions of contract.
62. The company shall be at liberty to deduct any appropriate sum from the security deposit for such completion and dues as may be payable by the contractor under the contract and the appropriation will be made good by further deductions from the contractors subsequent interim bills in the same manner as aforesaid until the security is resorted to its full limit mentioned above.
63. No interest shall be payable by the company to the contractor for the amount of Security Deposit.
64. **COMPLIANCE WITH STATUTORY LAWS**

The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970
- ii) Payment of Wages Act. 1936,
- iii) Minimum Wages Act 1948,



- iv) Factory Act.
- v) Apprentices Act.
- vi) Workman's Compensation Act.
- vii) Industrial Dispute Act.
- viii) Environment Protection Act.
- ix) Wild life Act.
- x) Maritime Act.
- xi) GST Act
- xii) EPF & Misc. Provisions Act 1952
- xiii) ESI Act, 1948 & Worker Compensation Act, 1923
- xiv) Inter-state Migrant workmen(Regulation of employment & Conditions of Service) Act1979
- xv) Payment of Bonus Act, 1965
- xvi) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of process plant.

**65. The contractor shall be responsible for the following:**

- i) Ensuring regular supervision and control by the contractor himself or by his authorized representative on the personnel deployed by him for UCIL's work should exist and necessary direction should flow from the contractor to his workforce for undertaken the contractual obligations.
- ii) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to UCIL and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges there of wherever applicable, in respect of the personnel employed by him for the work of UCIL.
- iii) The contractor shall indemnify UCIL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

**66. STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:**

- i) The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to obtain and to abide by all necessary license/ permission from the concerned authorities as provided under the various labor law legislations including labor license from the Competent Authority under the Contract Labor (Regulation & Abolition) Act, 1970.
- ii) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1958. Contract Labor (Regulation & Abolition) Act, 1970, Minimum wages Act, 1940, Payment of Wages Act 1936, Workmen Compensation Act 1923 and other relevant Acts, Rules and Regulations in forced from time to time.
- iii) The contractor shall be responsible for necessary contributions towards PF, Family Pension, etc. or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering services to UCIL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees' as also the UCIL's contributions to



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the Provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of UCIL.

- iv) The contractor shall regularly submit all relevant records / documents in this regard to UCIL representative for verification and subject to that only UCIL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & UCILs) along with a detailed statement submitted to RPFC office showing the name of contractor's employees and the amount remitted in respect of the employees.
- v) The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 6th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- vi) The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- vii) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- viii) No. labour below the age of 18 years shall be deployed.
- ix) Successful contractor shall register all workmen deployed for the work under the cover of ESIC and shall submit a copy of the same before commencement of work.
- x) The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.
- xi) The contractor shall indemnify and keep the owner harmless of all claims, damages Or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.

67. Contract shall arrange for periodical medical check of all the workmen as per UCIL's norms.

68. Social Security Benefits shall be provided to all the contract employees as per applicable norms/rules.

69. **PENALTY CLAUSE:** The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The agency shall be responsible for providing timely and uninterrupted services. Failure to complete the work as per requirement shall attract deduction of a predetermined amount from the contractor as given below from RA bill.

Contractor has to supply total 14 person per day. Penalty will be imposed on pro-rata basis for short supply of manpower on day-to-day basis as given below.

S.No.	Description	Penalty
1	Up to total 11 person supplied per day	No Penalty
2	Below 11 & up to 7 person supplied per day	10% of per day rate of each category
3	Below 7 person supplied per day	20% of per day rate of each category

Note: For calculating Penalty due to absenteeism, weekly attendance shall be considered

**Safety:** - All contracts personal will use all personal protective equipments like Helmet, safety shoes always and use safety belts when required. Non availability of any of the above item at any moment of time will call for a penalty at the flat rate of Rs 100 per person per day.

**Uniform:** - Contractor shall ensure that his employee shall wear uniform provided by them during duty hours. If any person is found without specified uniform penalty at the rate of Rs 100 per person per day will be imposed.



### **MAINTENANCE SCHEDULE**

Contractor has to maintain following 'Preventive Maintenance Schedule' for critical process instrument, subject to availability of instrument for calibration / servicing. If instrument cannot be spared on due date due to plant running condition, same should be serviced in next planned shut down. For non-critical instruments (like-Proximity Switches, Solenoid Valves etc.), maintenance shall be done as per plant need.

Operation & Maintenance Manual of instruments will be provided to the tenderer for calibration purpose. All special tools and consumables will be provided free of cost to the tenderer.

<b>Sl.No.</b>	<b>Type of Instrument</b>	<b>Qty. (nos.)</b>	<b>Calibration Frequency</b>	<b>Overhauling</b>
1	On Line pH Meters	26	Weekly	Daily (Electrodes only)
2	Bench pH Meters	4	Every Shift	Daily (Electrodes only)
3	On Line ORP Meters	6	Weekly	Daily (Electrodes only)
4	Bench ORP Meters	1	Every Shift	Daily (Electrodes only)
5	Belt Weigher	6	Monthly	N.A.
6	Weigh Feeders	6	Monthly	N.A.
7	Level Transmitters	175	Quarterly	N.A.
8	Density Transmitters	27	Monthly	N.A.
9	Temperature Transmitters	150	Quarterly	N.A.

In case of simultaneous breakdown in different plants / preventive maintenance, job priority will be decided by UCIL.



## **A. FORMS**

### **List of forms**

1. Undertaking not to give gift/inducement
2. Secrecy / confidentiality agreement
3. Pre Contract Integrity Pact
4. Bank Guarantee for Performance guarantee
5. Bank Guarantee for Advance Payment
6. Bank Guarantee for Earnest Money Deposit
7. Bank Guarantee for Security Deposit
8. Clauses
9. General Condition of Contract -Works Contract



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

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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



## SECRECY / CONFIDENTIALITY AGREEMENT

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

WITNESSETH :

WHEREAS:

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

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

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

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing



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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)

Witness :





Designation	1. (Name) Designation
	2. (Name) Designation

## **PRE CONTRACT INTEGRITY PACT**

### General

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

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:  
Commitments of the BUYER

- 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.



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

**Commitments of BIDDERS**

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



- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

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

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

**4 Previous Transgression:**

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

**5 Earnest Money (Security Deposit)**

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

**6 Sanctions for Violations**

- 6.1 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 Uranium Corporation of India Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
- 7 Independent Monitors**
- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



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

**8 Facilitation of Investigation**

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

**9 Law and Place of Jurisdiction**

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

**10 Other Legal Actions**

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

**11 Validity**

- 11.1 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.
- 11.2 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.

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

BUYER  
Signature

BIDDER



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
(NIT no- TMD INST-079)

**Turamdih Mill**

Name of the Officer

Designation

Witness

1

2

Witness

1

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



**URANIUM CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
(NIT no- TMD INST-079)

**Turamdih Mill**

performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

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

\_\_\_\_\_ Bank

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

Bank's Common seal





## PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

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

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

We \_\_\_\_\_ Bank, in consideration of the UCIL having agreed to pay to the tenderer an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) hereby agree and undertake to indemnify the UCIL and to keep the UCIL indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any damage or loss caused to or suffered by or that would be caused to or suffered by the UCIL by reason of any breach or non-fulfillment by the tenderer of any of the terms and conditions contained in the said Work order/Contract. We further agree that interest at the rate of 12% per annum will be paid by us to the Contractee from the date of demand for payment till the actual date of payment made by us.

AND WE \_\_\_\_\_ Bank, do hereby undertake to pay on demand and without any 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 there under.



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
(NIT no- TMD INST-079)

**Turamdih Mill**

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



## **GENERAL CLAUSES**

Clause No.	Topic
1	Definition of Terms
2	Contract
3	Standards
4	Scope of order & Specifications
5	Inspection of Site
6	Assignment and Subletting
7	Prices
8	Taxes, duties & levies
9	Performance test
10	Alteration of specifications, patterns & drawings
11	Correspondence
12	Accident or injury to workmen
13	Compliance with Statutory and other regulations
14	Security regulations
15	Method of blacklisting vendors
16	Secrecy
17	Indemnity
18	Death, Bankruptcy etc.
19	Arbitration
20	Jurisdiction
21	Ethics in tendering & other business dealings



## 1. Definition of Terms

- 1.1 Purchaser/Company  
The 'Purchaser/Company' shall mean Uranium Corporation of India Ltd incorporated under the companies act, 1913 and having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 831 012.
- 1.2 Contractor/Supplier  
The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.
- 1.3 Sub Contractor  
The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.
- 1.4 Contract  
The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.
- 1.5 Engineer / Engineer-in-Charge (EIC)  
The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.
- 1.6 Tender Specification  
The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.
- 1.7 Contract Specification  
The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
- 1.8 Letter of Intent (LOI)  
The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.
- 1.9 HO/CO  
The term "HO/CO" shall mean Head Office /Corporate Office, at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 831 012
- 1.10 Site  
The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

## 2. Contract

The Contractor with the Purchaser shall enter into a formal agreement for the proper fulfillment of the Contract.

## 3. Standards

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

## 4. Scope of Order and Specifications

Contractor shall supply the material or execute the work according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by UCIL.

## 5. Inspection of site

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.





## **6 Assignment and Subletting**

- 6.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
- 6.2 The contractor shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the sub-contractor (s) and the company and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

## **7 Prices**

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

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

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

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

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

## **8 Taxes, duties & levies**

Bidders must clearly mention their GST Registrations, TIN etc. in their offers and invoices.

GST etc. shall be clearly mentioned in the offer indicating the applicable rates.

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

## **9 Performance test**

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in this Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.

The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

## **10 Alteration of specifications, patterns and drawings**

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

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

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

## **11 Correspondence**

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

## **12 Accident or Injury to Workmen**



The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**13 Compliance with Statutory and Other Regulations**

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

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

**14 Security regulations**

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

**15 Method of black listing vendors**

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

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

15.3 Further, the vendor shall be banned from doing any business with the company in case of:

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

**16 Secrecy**

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

**17 Indemnity**

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

**18 Death, Bankruptcy, etc.**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
(NIT no- TMD INST-079)

**Turamdih Mill**

performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

**19 Arbitration**

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

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

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

**20 Jurisdiction**

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

**21 Ethics in tendering & other business dealings**

Dear Sir,

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

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

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 831 012 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd, C/O Indian Rare Earth Ltd. Plot No 1207, Veer Savarkar Marg, PrabhaDevi Mumbai - 400 028 Email: cvo@irel.co.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For Uranium Corporation of India Ltd

Name -----

Designation -----

Date



## **GENERAL CONDITIONS OF CONTRACT**

### **A) INTERPRETATIONS AND DEFINITIONS**

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

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

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

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

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

- a) Corporation' shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand -831012 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 si 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.



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

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



- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a) 4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.
- 15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties 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)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.
- 15(b) **Materials to be supplied by the Corporation:**  
Materials to be supplied by the Corporation are shown in Schedule - B which also stipulates 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(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.



- 15(b)3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under 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. LABOUR**

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

- 16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them



- and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.
- 16.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.
- 16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of 'The Employees State Insurance Act, 1948' as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer- in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.
- 16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.
- 16.6 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the 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.

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

**18. SETTING OF THE WORKS:**

The Engineer-in-Charge shall 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 notwithstanding anything expressed or implied elsewhere in this Contract.

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



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

### **32. COMPENSATION FOR DELAY**

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

### **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 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-incharge 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.

**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. DEVIATION SHEET FORMAT

SL. No.	Page No.	Paragraph No.	Terms as per Tender	Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Add more pages if necessary

(Signature of Bidder)



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
 Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
 (NIT no- TMD INST-079)

**Turamdih Mill**

**Price Format**

NIT No.: TMD-INST 79  
 Name of Work Supply of Manpower for maintenance of C & I System of Turamdih Mill  
 Name of Bidder

Sl.No.	Description	Man days per day	Unit Rate per Mandays per day {Including <b>(Fixed Cost Components:</b> Minimum wages, PF, Bonus, ESIC) & <b>(Variable Cost Components:</b> Uniform, PPE, Medical Checkup, Overhead, Profit etc.)}		GST (in %)	Unit Rate (inclusive of GST)	Total Cost Per Year Per Manpower (308 Days)	Sub-total per year
			(in Fig.)	(in Words)				
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>		<b>E</b>	<b>F</b>	<b>G = F X 308</b>	<b>H = C X G</b>
1	Supply of Technicians (Skilled Category) for maintenance of C&I System	1				0.00	0.00	0.00
2	Supply of Technicians (Semi-skilled Category) for maintenance of C&I System	4				0.00	0.00	0.00
3	Supply of Helpers (Un Skilled) for maintenance of C&I System	8				0.00	0.00	0.00
Total Cost for 1 Year Period (Rs.)(Inclusive of GST)								0.00
Total Cost for 1 Year Period, (Inclusive of GST) in words								
Grand Total cost for 2 year period (Cost of 1 Year period X 2)								0.00
Grand Total cost for 2 year period, in words (Cost of 1 Year period X 2)								

**Note:**







- 1 Escalation in minimum wages ,PF,Bonus,ESI will be paid extra on production of documentary evidence.
- 2 308 days means 305 working days plus 3 paid holidays in a year



**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
 Supply of Manpower for Maintenance of C & I System of Turamdih Mill  
 (NIT no- TMD INST-079)

**Turamdih Mill**

**Format: SBI Collect Challan**

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