



INDEX

| SI. NO. | CONTENTS | PAGE NO. |
|---------|---|--------------|
| 1 | Index | 1(this page) |
| 2 | NIT | 2 |
| 3 | JOB DESCRIPTION | 4 |
| 4 | Scope of Work | 4-6 |
| 5 | Functional & Technical Specification | 7-10 |
| 6 | Instruction to Tenderer | 10-11 |
| 7 | Special Terms & Conditions | 12-19 |
| 8 | Forms | 20 |
| a. | Undertaking not to give gift/inducement | 21 |
| b. | Secrecy/ Confidentiality agreement | 22-23 |
| c. | Pre Contract Integrity Pact | 24-28 |
| d. | Bank Guarantee for Performance guarantee | 29-30 |
| e. | Bank Guarantee for Advance Payment | 31 |
| f. | Bank Guarantee for Earnest Money Deposit | 32-33 |
| g. | Bank Guarantee for security Deposit | 34-35 |
| h. | General Clauses | 36-41 |
| i. | General Conditions of Contract-works contract | 42-59 |
| 9 | Deviation Sheet | 60 |
| 10 | Configuration of Server Required | 61 |
| 11 | SBI Challan for submitting Tender document cost | 62 |
| 12 | Price Format | 63 |

**NIT NO.: TMD INST- 072**

Tenders are invited for the execution of following works through e-proc website <http://www.tenderwizard.com/UCILEPROC>.

Name of Works: Design, development, Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System.

| | | | |
|----|---|---|--|
| 1 | Tender No. | : | TMD INST-072 |
| 2 | Name of the Tender | : | Design, development, Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System |
| 3 | Cost of Tender | : | Rs.300/- |
| 4 | Earnest Money Deposit | : | Rs. 10,000/- |
| 5 | Estimated value of work | : | Rs. 7,25,000/- (including GST) |
| 6 | Starting date for commencement of uploading the Tender document | : | 12/06/2018 |
| 7 | Last date for downloading of Tender document | : | 02/07/2018 upto 11:00 AM |
| 8 | Last date of uploading & submission of completed bid. | : | 02/07/2018 upto 12.00 Noon |
| 9 | Tender Opening Date (technical bid) | : | 02/07/2018 at 3.30 PM |
| 10 | Tender Opening Date (Price bid) | : | To be notified later to the qualified bidders only |
| 11 | Place of opening of the bid | : | UCIL Jaduguda Mines |

PREQUALIFICATION CRITERIA

Bidder should qualify the following pre-qualification criteria:

- A. Bidder shall have PAN & GST registration No.
- B. The average financial turnover of the bidder in the last 3 financial years ending 31.03.2018 shall not be less than Rs. 5.48 Lakhs.
- C. The bidder should be a registered company/firm in India.
- D. The bidder should be reputed IT company having existence in India for at least five years as on 31.03.2018.
- E. The bidder should not be banned by any PSU/Gol department as on date of submission of bid. Undertaking letter to be enclosed by bidder clearly
- F. 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 5.80 Lakhs
 - b. Two similar completed works each costing not less than Rs 3.63 Lakhs.
 - c. Three similar completed works each costing not less than Rs 2.90 Lakhs.

'Similar Works' means Supply / development of Human Resource Management System for an Organization having at-least 1500 employee.



Documentary evidence in the form of Certificates from clients / Work Order copies specifying the work, No. of employee (covered in HRMS) and the amount of contract should be submitted **along with completion certificate of the work.**

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 may be paid through SBI collect portal <https://www.onlinesbi.com/prelogin/collecthome.htm?corplD=650351> OR Cost of tender document fee may also be paid through SBI collect Challan. This will operate at all branches of SBI in India. Format of challan is in this tender document. Cost of tender document Demand Draft/ SBI collect portal/ SBI challan (UCIL Copy) shall be uploaded in UCIL e-proc site.

Tender received without earnest money deposit are likely to be rejected. Tenderer shall submit the EMD in form of Bank Draft, payable at State Bank of India, Jaduguda Branch, Code No. 0227, Scanned copy of EMD shall be uploaded at the UCIL e-proc portal <http://www.tenderwizard.com/UCILEPROC>.

Hard copy of pre-qualification document along with cost of tender document, Earnest money deposit, Deviation sheet (if any) and print out of tender submission acknowledgement shall be physically submitted at "CENTRAL PERSONNEL SECTION, URANIUM CORPORATION OF INDIA LIMITED, P.O.- Jaduguda Mines, East Singhbhum, Jharkhand, Pin- 832107". The above document shall reach before the date and time fixed for opening of tender in a cover super-scribing the Tender No., Tender closing date, Name of the Work & Name of the bidder. If the bidder fails to submit these document before date scheduled to open the tender, his bid may not be considered.

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 under any circumstance.

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

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 on his quoted rates. Purchase preference shall be applicable as per Govt. of India directives.

Uranium Corporation of India Limited



JOB DESCRIPTION & SCOPE OF WORK

1. JOB DESCRIPTION:

Uranium corporation of India Limited (UCIL) is a schedule-'B' PSU, under administrative control of Department of Atomic Energy having its headquarter at Jaduguda Mines, East Singhbhum Jharkhand. At present there are 7 operating and 2 processing units in Jharkhand region and 1 Mine and 1 processing unit in Andhra Pradesh. At present there are about 4600 employee on roll of the corporation. UCIL is planning a centralized data with HRMS for timely updation, tracking, reporting using the system.

UCIL is interested to invite offer for Design, development, Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System. It shall also integrate the existing Biometric punching machines for automated attendance recording. Server for the proposed system will reside at Jaduguda and the other unit (Narwapahar, Turamdih & Tummalapalle) will access it through hired 2 mbps Leased Line.

The system shall also be integrated to existing Payroll system which runs on Oracle platform.

The proposed solution should be capable of running on the existing Network architecture of the Company.

2. SCOPE OF WORK:

- a. Scope of Supply: Following shall be delivered to UCIL in 3sets
 - i. Documentation on design logic and program development
 - ii. Software package with system document after customization
 - iii. User and quick reference
 - iv. Operator reference manual
 - v. Error message manual
 - vi. Documentation on trouble shooting
 - vii. Online tutorial and help documentation
- b. Scope of Service: Customization, preventive maintenance on quarterly basis, debugging and rectification of faults within warranty period.

3. FEATURES OF THE PROPOSED SOFTWARE

The Company wishes to introduce the best-practiced processes and techniques in HR in managing its workforce and also management for employees. For improving its HR management and Payroll systems, the UCIL wishes to use a online centralized solution with security features. The new technology and practices in the areas of Human Resources Management System should enable the UCIL to achieve the objectives of operational efficiency, streamlined process and work flow automation in respect of HR functions.

- The proposed system should be capable of handling the major functionalities as required in the HRMS Solution. Bidder may however indicate all functionalities/ capabilities available in the solution proposed.
- Bidder to provide the proposed Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System meeting the features and functionalities mentioned in the NIT.
- The system should be scalable to support additional users and modules.
- This system should be centralized with the facility of on line access (both internet and intranet) from various entities/ offices at different locations of the UCIL. The proposed HRMS solution should also be accessible through internet using secure channel.
- Wherever, connectivity is an issue, branches should be able to send data files in structured, standardized format on external storage, so that batch upload on to the Central Server is possible.
- The product should have built-in features for providing role based access to users of the Company.
- The solution should provide a facility for processing Payroll, reimbursements, etc. at Registered /Corporate Office, and all other offices and an ability to generate payroll data to be processed by another vendor.
- The solution should have the feature for consolidating data of all geographies in the Server containing Registered/Identified Office, at pre-defined intervals. The Registered/Identified Office Server will be located at a Data Centre in Jaduguda, East Singhbhum, Jharkhand. The solution should have all reports generation facility for MIS as well as statutory requirements, Data Mining, Data Warehousing and reporting (statutory and other) purposes.
- The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the vendor before going-live with proper validations, controls and consistency checks in coordination with respective departments. Provide end User IT support, impart the required training to the Company 's staff for operating the HR applications brought in /implemented by him.



- The bidder shall provide training on the HRMS system to the associated personnel and user off the UCIL, the proposed no. of the attendees for the training will be about 15. The bidder should conduct the training so as to enable users in understanding the backend and facilitate Q&A sessions for any clarifications. Preferable the training session should be of at least 3 days.
- The Solution should be based on pure internet architecture with no download required on any client machine whatsoever (That is to run the solution the browser should be sufficient) with exception of certain administrative and development activities that require client environment.
- In case, the bidder has not indicated any component/module in their proposed solution and is required for implementation of solution, the successful bidder has to provide required peripherals/equipment's, within the contracted price.
- Bidder has to comply all the User acceptance test (UAT) observation/s without any extra cost to UCIL and within the stipulated time frame mutually decided between the UCIL and the selected bidder.
- After UAT and before the date of live implementation of the software solution, the product will be audited by UCIL's appointed third party Software Audit firm/in house team. All audit points raised by the Software Auditor in Audit should be complied by the selected bidder without any extra cost to UCIL and within the stipulated time frame mutually decided between the UCIL and the selected bidder.
- The bidder shall provide exclusive on-site support at Registered /Identified Office where the server is maintained on all UCIL working days. Following are expected (but not limited to) experience and role of onsite resident support engineer:
 - Should have experience on the version of HRMS application being proposed
 - Managing the application which includes administering Application and providing quick solutions to the problem or bug reported by using their knowledge base or by escalating to respective OEM.
 - Applying patches for application, server, process scheduler and web server as and when released.
 - Capable of building reports / MIS and small enhancements, if any.
 - Provide training to technical team and functional team on new implementation/ up-gradation and for application of patches, system maintenance, HRMS administration and DB administration on or before live run starts.
- The UCIL will have the discretion of deciding on number of modules / number of licenses to be used during the contract period during the contract period. The UCIL can increase or decrease the above as it deems fit.
- The solution should have built in security features to help only authorized users to use the application as per roles defined. The solution should have Standard security features like Password Management, User Management, Access control, Encryption of data, Time out and Audit Trails etc. should be supported in the Software. Open Web Application Security Project (OWASP) guidelines be followed and complied by the bidder.
- The product shall be under a warranty of 12 months from the date of live implementation during which additions/modifications/bug fixing shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty period. The warranty period of software would start from the date of implementation.
- The solution provider should provide workflow templates/ process flow documents to facilitate UCIL users to easily customize it according to its needs where there is no change in the business logic.
- The bidder should provide on site support from 7.00 a.m. to 7.00 p.m on all working day of UCIL and offsite 24 × 7 support during warranty period, immediately after live implementation without any extra cost.
- All statutory changes (changes imposed by Government of India) will be incorporated in the software by the bidder during warranty and subsequent support period free of cost.
- The bidder should provide details of the Hardware & Software platform required for deploying the proposed solution.
- Solution should have clear separation between design and deployment activities.
- The Bidder has to provide complete document on Business continuity plan (BCP) and Disaster Recovery Plan (DRP) of the proposed solution.
- The bidder should develop a project implementation plan indicating milestones and deliverables. Initially deliverables will be Design document, technical architecture of the solution and action plan for implementation.
- The project implementation plan will be approved and monitored regularly and delay in achieving milestones and deliverables will be analysed and corrective action has to be taken.
- The Bidder should provide User Manual of the application software in hard and soft copy along with implementation of the software.
- The proposed application should NOT be dependent/ restricted on a specific platform viz, Operating System, Database, Hardware. The application should be flexible enough (with fine tuning, if required) to port on any Database & Application server/ OS/ Hardware platform as per requirement of the UCIL.
- Other conditions:



- a. The entire activity under this facility would be guided by and conform to guidelines of UCIL, government agencies, legal provisions etc if any.
- b. No right to employment in the UCIL shall accrue or arise, at any point of time under this project due to deployment of resources for implementation & onsite support of this project by the selected bidder.
- c. In the event of termination of contract, of the Bidder should handed over all the records, confidential information and knowledge sharing to the UCIL in form as prescribed by the UCIL at the time of exit.
- d. A detailed agreement will be executed with the bidder specifying roles and responsibilities.
- e. The UCIL also reserves the right to inspect such installation/s while evaluating the Technical Bid. The Bidder should bear all the expenses in this regard.
- f. Besides downloadable form, the software should also be provided in CD/DVD/Hard Disk.

The complete functional and technical specifications are given relevant chapter.



4. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

a. FUNCTIONAL SPECIFICATION

| MODULES | FUNCTIONS |
|--------------------------------------|--|
| EMPLOYEE INFORMATION | Capability to maintain personal information of employees for master maintenance like Employee ID, Employee name, Designation, Father's/Husband's name, |
| | Family members details - mother's name, spouse name, maiden name, Date of birth, sex, marital status, religion, caste, sub caste, gender, health data, blood group, identification marks, |
| | PAN NO, Email-ID, Aadhar number, PF number, Employee's photo, signature, emergency contact detail, UCIL account information |
| | Permanent address & Local Address for communication, phone number, email id, Language known (read, write and speak), dependent data (Data which may undergo change), proficiency in Hindi. |
| | Educational qualifications: academic, professional |
| | UCIL sponsored training/certification course and others |
| | Prior work experience with area of exposure & Previous experience records |
| | Detail of relatives working in UCIL Name, Employee number, branch/office where working, designation and relationship. |
| | Workflow for employee to update certain fields from employee information master and approval by HR |
| | Various dates – Joining date, trainee start and end dates, Probation start and end date, confirmation date |
| | Service Details starting with joining, grade changes, promotions, transfers |
| | Employee category (permanent employees, temporary employees, contract workers, project teams, Management Trainee, Probationer etc.) |
| | Current working location, dept, sub dept, grade, designation of the employee, Manager and reviewer |
| | Full transfer history of employee including location, nature of transfer (policy/request transfer), date of joining and date of relieving at different locations, approvers. Name and designation of the transferring authority. |
| | Current salary structure along with change history |
| EMPLOYEE SELF SERVICE | Add / Edit Family Background records and send for approval to HR |
| | Nomination of family members |
| | View of Bank Account details |
| | Facility to View HR Policies and Circulars |
| | View of Documents and letters issued |
| | View Attendance/Profile/Leaves |
| ATTENDANCE & LEAVE MODULE | Integration with bio-metric attendance machine for automated attendance recording |
| | Leave policy- Maintain Different Leave Policies number leave allowed to which gender, religion, upon confirmation or joining and Pro-rate formula, carry-forward or not encashable or not. |
| | Creation of Leave Types & Entitlement & Accumulation of leave balances |
| | Shift/ Work Schedule- Define types of shifts available in system with begin and end timings with rotation policy, i.e. Monday 'A' shift, Tuesday 'B' Shift Wednesday 'C' Shift, etc. with Lunch break, tea break. |
| | Unit, department wise shift schedule timing A, B, C, G shift Schedule |
| | Prefix, Suffix, Intervening Holiday Settings & Region/Location wise Holidays |
| | Attendance Policy- Configure attendance policies of system like late deduction, overtime formula, early going / half-day, etc. and assignment of attendance policy either employee wise or employee's category wise |
| | Facility for Comp-off, Attendance Regularization |
| | Leave Request/Approval & Cancellation of Leave & Approval and notifications for approvers |
| | Attendance correction application- Update missing time information for employee application online using ESS option and get approved by immediate manager on system |
| | View of Leaves by Team / Managers & Leave Balances View for employee |
| | Overtime Policy- Configure overtime setting for day, night and off-day or holiday working employee wise overtime eligibility workflow for overtime approvals by managers. |



| | |
|---------------------------------|--|
| | Download of monthly attendance for payroll Leave reports - All reports like Leave Opening Balance, Daily Basic Attendance, Daily Detail Attendance Report, Monthly Basic Attendance, In Out Summary, Detail In Out Summary, Yearly Summary, Leave Balance, Leave Monthly Availed Report |
| PAYROLL MANAGEMENT | Defining company Master data- Location, division, department, Grade, Category master, Employee master, Earning, deduction Master, earning and deduction formula, Attendance, OT, Leave, OD Type and rule formulation Attendance data integration into payroll with Provision for Manual Entry function (Daily/Monthly) Payroll Processing, Check sheet and Monthly Payroll Closure The Payroll management system shall be integrated to our existing accounting & payroll software which runs on Oracle platform. |
| TALENT MANAGEMENT MODULE | Recruitment & Promotion Learning & Development Career Development Organizational Development Succession Planning Support to generate Workforce planning |
| TRAINING | Training Need Identification Facility for Nomination for Training Training Calendar for Employee & HR Admin Training Status/Training Attendance Training Feedback / Evaluation External Training Nomination Reports based on training process and data generated |
| EXIT AND SEPARATIONS | Separation entry by HR for other types (Termination, Expiry etc) Provision of Clearances Status for Employee Provision of Clearances Status for HR Exit Feedback Form By User Reports based on separation data |

b. TECHNICAL SPECIFICATION

HRMS software system shall be developed on following (Open source, free licensing) platform and system.

| Name | Particulars |
|-----------------|----------------------------|
| Front end | PHP, Jquery, javascript |
| Markup Language | HTML |
| Database | MYSQL |
| Framework | CodeIgniter MVC frame work |

i. DESIGN: The bidder will design the HRMS application to ensure the following:

- A. Work plan
- B. Visual Appeal
- C. Structuring & Grouping for Information
- D. Navigability of the web based application.

The bidder will provide the following:

- A. Visual look of the web based application which contains:
- B. Login page
- C. Super Admin/Admin/Campus Admin/User Dashboard
- D. Sections for relevant transactions.
- E. Visual Style guide & functional specifications
- F. The application should have search facility wherein users can search information based on certain parameters like name, emp-id etc.



G. All the transaction and report section as per the above defined scope.

ii. **Guiding principles for the HRMS:** The Bidder shall be guided by the following principles in performance of its role with respect to HRMS implementation. These principles are outlined in brief below:

A. Open Standards Based: Technology choices should be based on open standards and widely adopted frameworks as long as they meet the needs of the system. The solution shall have:

1. technologies that are based on open standards
2. frameworks that are widely adopted

B. Upgradeability: The proposed system is designed such that that they run on can be upgraded on a regular basis without any impact to overall UID system or other Biometrics Solution simultaneously in use.

C. Interoperability: The design must allow for replacement of hardware components with comparable hardware components from any vendor with minimal impact on the remaining hardware components. It is expected that the proposed software solution will be implemented on commodity hardware. This requirement for commodity hardware extends to the data capture devices (fingerprint scanners, iris imagers, face image cameras) as well.

D. **Security Principles:**

1. The system must be trusted by all the users because of the purpose and sensitivity of data.
2. The system must be secure at all user touch points by using suitable security protocols and data protection methods
3. Multi layer security must be employed starting with networks, perimeter, DMZ, Data Center, applications and databases.
4. Compartmentalization and Defense-in-Depth, HRMS architecture should embrace the concepts of compartmentalization and defense-in-depth as a security policy.
5. All types of network attacks must be identified and counter measures must be put in place.
6. A comprehensive threat model has to be created and security solutions implemented accordingly.
7. The system must follow a role based access control at all levels.
8. The system must support extensive logging at all levels and associated tools for audit and quick alerting in case of unforeseen malicious access.

E. **Data Security Principles**

1. Data on system must be secured and there shall be no direct access to it other than through well designed services.
2. Different parts of data might need different security classification
3. Data Trustees must ensure quality of data.

F. **Management Principles**

1. The management of system shall be SLA based.
2. System shall have a dedicated Network for operation and maintenance
3. Management to have minimal overhead on the system
4. Management should be automated to the maximum possible extent.
5. Management system should be based on open standards
6. Extensive reporting to help management and administrators to take quick decisions
7. System should track all the assets in use or acquired for use in real time.
8. Real-time status of the system should be available at all times.



9. System Management should intelligently perform root-cause analysis to rapidly bring the system back to normal working conditions
10. The system should have integrated performance management capabilities
11. The system should be upgradeable without affecting the affecting production
12. It should be possible to dynamically manage the capacity of the system. This can happen as per a planned large scale increase or elastically as the system needs change in real time.
13. It should be possible to proactively manage all the system hardware and software components maintenance and licenses throughout their life cycle.

G. Technology Principles

1. The system should be built from best of breed components with no obsolescence and with futuristic designs.
2. The technology adopted should be continuously refreshed to achieve significant improvements in TCO.
3. The specified components must be available from at least 2-3 sources.

H. User Friendly: The solution and the process will provide transparency, flexibility and convenience to the resident and enrolment agencies with an easy to use and intuitive user interface for data subjects, system attendants and system administrators.

- iii. **BACKUP & ARCHIVING:** The bidder should provide suitable backup solution of UCIL and to provide all integration required for Backup into external Hard Disk.

5. 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. The rates quoted will remain firm till completion of the contract.
3. Bidder's will Design, develop and supply the software for the HRMS system. Hardware required for smooth operation will be procured by the purchaser; however details of the hardware shall be provided by the bidder along with technical proposal.
4. Bidder shall mention the list of forms, screens, Navigation Pages, flow-sheet, work-plan, Login page, section for relevant transaction that are required from the purchaser.
5. **Implementation Schedules:** the successful bidder has to submit a detailed project plan with escalation matrix for implementation within 1 week of acceptance of purchase order.
6. 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.
7. Total cost shall be the only deciding factor of L-1 bidder (Ref. Price Format)
8. **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 Bidder shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figure or in words then the rates quoted by the Bidder in words shall be taken as correct.
 - iii. Where the rates quoted by the Bidder in figure and in words tally but the amount is not worked out correctly, the rate quoted by the Bidder 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.
9. 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.
10. 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.



11. 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, workflow and all other relevant information's so that no ambiguity may arise in this respect subsequent to the submission of the tender.
12. 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.
13. The Tenderer shall submit his tender strictly in accordance with the tender specification. terms and conditions laid down in the tender document.
14. 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.
15. 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.
16. 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.



6. SPECIAL TERMS & CONDITIONS

- 1. **COMPLETION TIME: Total time for completion of the work is 2 months** from the date of issue of work order(LOI).
- 2. Bidder shall upload their PAN (Permanent Account Number), GST registration No. along with 'Technical Part' of bids. **Failing which their offers shall be rejected.**
- 3. EMD is to be remitted by way of 'demand draft' or 'bankers cheque' or 'BG' only in favor of Uranium Corporation of India Limited. at No cash, MO, Fund Transfer etc is to be accepted.

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.

- 4. **VALIDITY:** Offers shall be valid for 120 days effective from the date of tender opening.
- 5. **FIRM PRICE:** The rates quoted will remain firm till completion of the contract. No escalation in rates will be allowed.
- 6. **Deciding the L1 bidder:** Total cost shall be the only deciding factor of L-1 bidder. (Ref. Price Format)
- 7. **Security Deposit:** Total amount of security deposit will be 10% of total value of the work. Security deposit is to paid in form of Bank Draft, in favor **Uranium Corporation of India Limited, payable at State Bank Of India, Jaduguda Branch, Code No. 0227** alternatively 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.
- 8. **WARRANTY:** The supplied product shall be warranted against any defect for the period of 12 month from the date of implementation. Defect shall be rectified free on cost within one working day. If the defect is not rectified within 1 working days, penalty may be imposed. Warranty shall be backed by a **PERFORMANCE BANK GUARANTEE** of 10% of the contract value.
- 9. **TERMS OF PAYMENT:** The Bidder shall be paid in phases as below:

| Sl. No. | Milestone Achieved | Percentage of Payment |
|---------|---|-----------------------|
| 1 | On successful supply, implementation of HRMS software and user acceptance test of the software at the site. | 60% |
| 2 | After 3 months of successful function of the HRMS system | 40% |

UCIL will make payment to Bidder within 30 days from the date of submission of bill.

- 10. **Taxes & Duties:** The rate quoted should be inclusive of all taxes & duties, including GST. Bidder shall include GST no. along the offer.
- 11. **Commencement of work:** Successful bidder has to commence the immediately from the date of issue of LOI/Work order. Failing which, work order may be cancelled.
- 12. **Income tax** shall be deducted as per I.T. Act. Income Tax shall be deducted from your bills.
- 13. **Work Contract Tax**, if applicable, shall be deducted from your bills
- 14. **Reimbursement for variation in Taxes / Imposition of new taxes** The Bidder 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.
- 15. **Medical Care:** The Bidder shall be fully responsible for first aid and emergency medical treatment to his employee at site. The Bidder at site shall make necessary arrangement for this purpose. In serious cases, medical facilities of UCIL may be available to the Bidder on chargeable basis. The medical supervision of Bidder 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 Bidder shall abide by the provisions of the Employees State Insurance Scheme as applicable.
- 16. **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.



17. 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.
18. The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. 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 document to meet the PQ-Criteria may be allowed subject to the condition that
- "poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in NIT.
 - the bidder submitting additional document has submitted EMD and tender cost as prescribed in NIT.
- Note: The opportunity of submission of additional documents be given to all the bidders.
19. 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.
20. 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 Bidder 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.
21. 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.
22. 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.
23. BIDDER'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 Bidder'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 Bidder 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 Bidder and suitable candidates only will be selected based on their performance in the interview.
24. WORKFORCE: The successful bidder shall employ manpower to maintain the required rate of progress and of quality to ensure workmanship.
25. SAFETY MEASURES: To avoid possible accidents to staff and manpower 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.
26. 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.
- 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.
 - In case of an accident resulting into any rest or disability to the workman the same should be immediately reported to the Safety Officer.



- c. 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.
 - d. First Aid kits or boxes and stretchers should be readily accessible at all time with the Tenderer.
 - e. 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.
 - f. All scaffoldings shall be securely supported or suspended and whenever necessary be properly braced to ensure suitability.
 - g. 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.
 - h. The platforms of suspended scaffoldings shall be sufficiently wide. Suspended scaffoldings shall have an d rail 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.
 - i. 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.
 - j. Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters shall have a probe.
 - k. Spacing between the side rails of the ladder shall not be less than 45cms uniform step spacing shall not exceed 30 cms.
 - l. 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.
 - m. 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.
 - n. Dropping or throwing materials from roof structures or other elevated positions is prohibited.
 - o. 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.
 - p. Helmets ISI Mark (made of fiber-glass or any other suitable material) must be used by all the employees working on jobs.
 - q. 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.
 - r. 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.
 - s. The Tenderer shall use tubular steel for scaffolding for all heights more than 5-meter height as approved by the UCIL.
 - t. All the safety items have to be arranged by Bidder confirming to relevant IS code in consultation with UCIL
27. 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.
28. DEVIATIONS FROM ORIGINAL TENDERS: The Bidders 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.
29. 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.
30. GST: The rate quoted should be inclusive of GST. The Tenderer should submit GST registration certificate and number along with the offer.
31. 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.
32. SUB-CONTRACTS: The Tenderer shall not sub contract the whole or any part of the work.
33. TERMINATION OF CONTRACTS:
UCIL may without prejudice to any other remedy for breach of contract by written notice of default same to the Bidder, terminate the contract in whole or in part:
- If the Bidder fails to deliver any or all the services within the time period (s) & quality specified in contract.
 - If the Bidder fails to perform any other obligation under the contract or
 - If the Bidder 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.
 - If the action of the Bidder, 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 Bidder for the left out work.
34. FORECLOSURE OF CONTRACT
If at any time after acceptance of the tender / during execution of Bidder 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 Bidder and the Bidder 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 Bidder 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.
35. ABANDONMENT OF WORK: In case work is abandoned by the Bidder and UCIL is put to the loss by issuing another contract for left out scope of work originally awarded, the Bidder shall pay to UCIL, the difference in the amount of the actual contract value awarded to the new Bidder for the left out work and the amount which would have been paid to him had he not abandoned the work.
36. MOBILIZATION & DEMOBILIZATION: The Bidder 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 Bidder 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 Bidder 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.
37. MOBILIZATION ADVANCES: Not applicable.
38. STORAGE: Since maintenance is involved, the Bidder has to ensure the availability of basic maintenance materials and tools for day to day use. While bringing the material the Bidder 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.
39. 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.
40. 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.
41. SUPPLY OF ELECTRICITY: The supply of electricity will be made available on chargeable basis for maintenance of C&I System.



42. CLARIFICATION: The bidders are advised to get clarification regarding any confusion / ambiguity regarding the tender from the UCIL before submitting the tender.
43. 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.
44. 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.
45. 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.
46. 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 Bidder), 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
47. UCIL reserves the right to fix up priorities which will be conveyed to the Bidder and the BIDDER shall plan and execute work accordingly.
48. The Bidder 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 Bidder has to supply uniform to its employees with their company symbol or logo.
49. The Bidder 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
50. Bidder 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.



51. Bidder 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..
52. The Bidder's representative shall report daily to the site engineer for day-to-day working.
53. It will be responsibility of the Bidder 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.
54. SITE UPKEEP: The bidder 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 bidder in addition to other formalities to be observed as detailed in the documents shall clear the site to the entire satisfaction of EIC.
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.
55. 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 bidder under the contract and the appropriation will be made good by further deductions from the bidders subsequent interim bills in the same manner as aforesaid until the security is resorted to is full limit mentioned above.
56. No interest shall be payable by the company to the bidder for the amount of Security Deposit.
57. COMPLIANCE WITH STATUTORY LAWS
The bidder 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.
58. The bidder shall be responsible for the following:
- i. Ensuring regular supervision and control by the bidder 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 bidder to his workforce for undertaken the contractual obligations.
 - ii. The Bidder shall indemnify UCIL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
59. STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:
- i. The Bidder shall 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 Bidder to submit acceptance certificate.
 - ii. The Bidder shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the Bidder.
 - iii. The Bidder 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.



60. 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

| Sl. No. | Description | Penalty (in %) |
|---------|--|---|
| 1 | Delay in supply | ½% of the contract value per week of the delay subject to maximum of 5% |
| 2 | Failure to rectify the defect within 1 days during warranty period | ½% per day delay |



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. *Definition of Terms used*
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 ____th day of _____, 20- by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand 831 012, India (hereinafter called "UCIL") on one part and _____, a company duly incorporated under _____, with its registered office _____ (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

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

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

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

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

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii)



have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

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

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

1. For _____
(Name)
Designation

Witness:

1. (Name)
Designation

2. (Name)
Designation

2. For Uranium Corporation of India Ltd.

(Name)
Designation

Witness :

1. (Name)
Designation

2. (Name)
Designation



PRE CONTRACT INTEGRITY PACT

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 SubBidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SubBidder(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

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

2

2

**PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE**

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

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

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

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

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

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

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

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

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



URANIUM CORPORATION OF INDIA LIMITED

NIT No.: TMD INST-072

Name of Works: Design, development, Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System

TURAMDIH MILL

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.

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 Bidder (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..



URANIUM CORPORATION OF INDIA LIMITED

NIT No.: TMD INST-072

Name of Works: Design, development, Supply, Customization, Deployment, Maintenance &
Support of Integrated Human Resource Management System

TURAMDIH MILL

_____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.



URANIUM CORPORATION OF INDIA LIMITED

NIT No.: TMD INST-072

Name of Works: Design, development, Supply, Customization, Deployment, Maintenance &
Support of Integrated Human Resource Management System

TURAMDIH MILL

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 Bidder/Supplier

The 'Bidder/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Bidder's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.

1.3 Sub Bidder

The 'Sub-Bidder' 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 Bidder 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 Bidder 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 Bidder 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



Bidder 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 Bidder 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 Bidder 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-Bidder (s) and the company and shall not relieve the Bidder of any responsibility, liability, or obligations under the contract and the Bidder shall be responsible for the acts, defaults or neglects of any sub-Bidder or his agent or workmen.

7 Prices

Unless otherwise agreed to specifically in order, the price payable by UCIL to the Bidder 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 Excise duty, Sales tax, Service tax and any other applicable taxes, duties and all other statutory levies applicable.

The Bidder is responsible and liable for remitting all statutory dues (Service tax, VAT 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 Sales Tax & Service Tax Registrations, TIN etc. in their offers and invoices.

Sales Tax / VAT, Excise Duty, Service Tax etc. shall be clearly mentioned in the offer indicating the applicable rates.

In order to enable UCIL to avail tax benefits like CENVAT credit, Service Tax credit, VAT Credit etc, whenever the relevant Act, Rules and Laws permits, the supplier shall ensure submission of Cenvat Invoice/Tax 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 Bidder 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 Bidder 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 Bidder and the



Purchaser. Such changes shall not invalidate the Contract. The Bidder 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 Bidder 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 Bidder 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 Bidder and the Bidder shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Bidder 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 Bidder 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 Bidder 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 Bidder shall abide by all the security regulations at site promulgated by the Purchaser from time to time. The Bidder 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/Bidder to supply/execute the contract as per order may result in black listing vendor/Bidder name from approved list of vendors while periodical review/updating of vendor list. The black listed vendor / Bidder 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 Bidder 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 Bidder 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 Bidder's work and service hereunder.

17 Indemnity

The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Bidder 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 Bidder.

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 Bidder. 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 |
|--|--|

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 expect 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 Bidder 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 'Bidder' 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 Bidder'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 Bidders' 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 Bidder 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 Bidder 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 Bidder for any purpose other than that of this Contract.

4.2 The Bidder 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 Bidder 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 Bidder's rate shall be deemed to be for such complete work unless otherwise specified by the Bidder 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 Bidder 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 Bidder'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 Bidder 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 Bidder 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 Bidder 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 Bidder shall unless otherwise proved be taken as



correct. If the amount of an item is not worked out by the Bidder or it does not correspond with the rates written either in figure or in words then the rates quoted by the Bidder in words shall be taken as correct.

- d) where the rates quoted by the Bidder in figure and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder 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 Bidder 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:
- For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
 - 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).
 - For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Bidder 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 Bidder. 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder.

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 Bidder 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 Bidder may be directed to do in the manner above specified as part of the works, shall be carried out by the Bidder 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



- Bidder 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 Bidder.
- 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 Bidder 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-paras (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 Bidder 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 Bidder determine the rate on the basis of market rate(s). In the event of the Bidder 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 Bidder to the Engineer-in-charge.
11. **Suspension of works:**
The Bidder 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 Bidder or
 - ii) For proper execution of the works or part thereof for reasons other than the default of the Bidder; 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 Bidder 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 Bidder 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 Bidder within the limitation of time imposed in the Contract documents, and further



- to ensure good progress during the execution of the work, the Bidder 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
- Force major, or
 - Abnormally bad weather, or
 - Serious loss or damage by fire, or
 - Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
 - Delay on the part of other Bidder or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
 - Non-availability of stores which are the responsibility of Corporation to supply, or
 - Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
 - Any other cause, which, in the absolute discretion of the Corporation, is beyond the Bidder's control.
- Then upon the happening of any such event causing delays, the Bidder 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 Bidder in writing within fourteen days of the happening of the event causing delays. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder because of the suspension, provided the Bidder, 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 Bidder 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 Bidder'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 Bidder 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 Bidder's expectations.
- 14.5 Corporation's T & P hired to the Bidder shall be returned at the place of issue (unless otherwise directed) by the Bidder 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 Bidder 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 Bidder or his authorized agent. In case the Bidder 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 Bidder 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 Bidder shall be, in conformity with the specification laid down in the relevant Indian Standard and the Bidder 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 Bidder 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 Bidder in writing, whether samples are approved by him or not. If samples are not approved, the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder.
- 15(a) 4. The Bidder 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 Bidder 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 Bidder shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Bidder 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 Bidder.
- 15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Bidder other than those for which satisfactory proof has already been furnished, at the cost of the Bidder and the Bidder 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 Bidder 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 Bidder.
- 15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Bidder, 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 Bidder, or from any sums then due or which may after become due to the Bidder from/under the Contract. At the time of submission of bills the Bidder 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 Bidder 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 Bidder 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 Bidder at his expense, at wear and tear and/or waste. If the Bidder 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 Bidder had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 15(b)5. Surplus materials returned by the Bidder 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 Bidder.
- 15(b)6. If on completion of works the Bidder fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Bidder would incur, the Engineer-in-charge may, by a written notice to the



Bidder 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 Bidder 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 Bidder or supplied by the Corporation, shall be stored by the Bidder only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Bidder.

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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall not employ in connection with the works any person who has not completed his eighteen years of age.

16.1 The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder, 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 Bidder 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-Bidders.
- 16.7 In the event of the Bidder 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 Bidder 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 Bidder should indemnify the Corporation against all such liabilities.
- 16.7.1 Model Rules for Labour Welfare:**
- The Bidder 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 Bidder fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Bidder.
- 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 Bidder 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 Bidder.
17. The Bidder 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 Bidder 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 Bidder shall on no account be allowed to extend his operations beyond these areas.
- In respect of any land allotted to the Bidder for purpose of or in connection with the Contract, the Bidder shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:
- 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
 - That such use or occupation shall not confer any right of tenancy of the land to the Bidder
 - That the Bidder shall be liable to vacate the land on demand by the Engineer-in-charge.
 - That the Bidder 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 Bidder 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 Bidder to set out the work. The Bidder 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 Bidder 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 Bidder expenses.
20. **NUISANCE:**
- The Bidder 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 Bidder 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 Bidder 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. **BIDDER'S SUPERVISION - SUPERVISORY STAFF:**
The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Bidder, such work shall be uncovered at the Bidder'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 Bidder 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 Bidders 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 Bidder within the terms of such delegation shall bind the Bidder 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 Bidder 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 Bidder 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 Bidder or to remove from the works any person employed by the Bidder 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 Bidder 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 Bidder.

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 Bidder shall immediately advise the Engineer-in-charge accordingly.

31.1 COMPLETION CERTIFICATE:

As soon as the work is complete, the Bidder 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 Bidder with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Bidder 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 Bidder 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 Bidder, 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 Bidder 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 Bidder fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Bidder 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 Bidder, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Bidder 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 Bidder takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this Contract.

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 Bidder 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 Bidder 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 / Bidders 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/Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall not be entitled to payment unless the Bidder shall insure the works (from commencement to completion), the Corporation's T & P hired by the Bidder 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 Bidder, The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder directly from the insurers.

- 34.3 Where the Corporation building or a part thereof is rented by the Bidder 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 Bidder 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 Bidder liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

- 34.5 The Bidder 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 Bidder 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 Bidder be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Bidder 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 Bidder 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 Bidder shall ensure that similar insurance policies are taken out by his Sub-Bidders (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 Bidder shall produce or cause to be produced by his Sub-Bidders (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 Bidder and/or his Sub-Bidder (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 Bidder or recover the same as debt due from the Bidder.
35. **FACILITIES TO OTHER BIDDERS:**
The Bidder shall, in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to other Bidders 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder'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 Bidder in respect of the execution of work in a "Work site order Book" maintained in the office of the Engineer-in-charge and the Bidder or his authorized representative shall confirm receipt of such instruction by the Bidder, 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 Bidder and the Bidder 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 Bidder 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 Bidder's Materials or any part thereof either brought to site or of which the Bidder 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 Bidder 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 Bidder.
ii) For Bidder's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Bidder'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 Bidder 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 Bidder. 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 Bidder'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 Bidder 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 Bidder is an individual or a proprietary concern and the individual or the proprietary dies and if the Bidder 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 Bidder 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 Bidder and/or to the surviving partners of the Bidders firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Bidder or the surviving partners of the Bidder'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 Bidder and/or the surviving partners of the Bidder's firm liable in damages for not completing the Contract.

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

If the Bidder:

- 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 Bidder for value of the work executed by him up to the time of cancellation, the value of Bidder's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Bidder 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 Bidder.
- 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 Bidder 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 Bidder for the value of the work executed by the Bidder up to the time of cancellation, the value of Bidder's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Bidder.
- 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 Bidder on any account, and if such moneys are not sufficient the Bidder shall be called upon in writing to pay same within 30 days.
If the Bidder 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 Bidder'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 Bidder under the Contract and if thereafter there be any balance outstanding from the Bidder, 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 Bidder, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Bidder would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Bidder.
42. **LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:**
If the Bidder 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 Bidder 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 Bidder shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Bidder.
- 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 Bidder 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 Bidder. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to Bidder.
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 Bidder 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 Bidder is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Bidder and be adjusted or set off against any sum payable to him.
44. **CHANGE IN CONSTITUTION:**
Where the Bidder 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 Bidder is an individual or a Hindu Undivided Family-business concern, such approval as aforesaid shall likewise be obtained before the Bidder enters into any partnership agreement where under the partnership, firm would have the right to carry out the work hereby undertaken by the Bidder. 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 Bidder shall during the currency of the Contract, when called upon by the Engineer-in-charge engage and also ensure engagement by Sub-Bidders and others employed by the Bidder 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 Bidder 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 Bidder 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 Bidder. If the Bidders 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 Bidder 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 Bidder 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 notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/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 Bidders 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 Bidder 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 Bidder shall submit the Final Bill within three months of physical completion of the works. The Bidder 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 Bidder 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 Bidder, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Bidder 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 Bidder or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Bidder by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Bidder by the Corporation.

51.3 Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Bidder 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 Bidder under the minus final bill is communicated to the Bidder.



- 51.4 Any amount due to the Bidder 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 Bidder, 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 Bidder 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 Bidder, the claim of the Bidder 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 Bidder 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).



ANNEXURE-A

DEVIATION SHEET FORMAT (To be submitted by the bidder)

| 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 the bidder)




**ANNEXURE-B****CONFIGURATION OF SERVER REQUIRED FOR SOFTWARE IMPLEMENTATION
(To be submitted by the bidder)**

Hardware parameters (like CPU, Memory, & Hard-Disk) should not cross 70% utilization level at any peak level and 30% on an average over the day.

| SL. No. | Description | | | |
|---------|---|--|--|--|
| 1 | Operating systems | | | |
| 2 | Processor | | | |
| 3 | Memory | | | |
| 4 | No. of Hard-Disk Required | | | |
| 5 | Capacity of each Hard-Disk | | | |
| 6 | Storage Controller | | | |
| 7 | Network interfaces | | | |
| 8 | PCI Expansion slots | | | |
| 9 | Optical drive bays | | | |
| 10 | Any more information bidder wish to add | | | |
| 11 | Any more information bidder wish to add | | | |

(Signature of the bidder)

**ANNEXURE-C****FORMAT OF SBI CHALAN (FOR TENDER COST)**

| | | |
|---|---|---|
|  Uranium Corporation of India Ltd |  Uranium Corporation of India Ltd |  Uranium Corporation of India Ltd |
| Branch Copy | Contractor/Candidate/Supplier Copy | UCIL Copy |
| Advt. No/ NIT No. _____ | Advt. No/ NIT No. _____ | Advt. No/ NIT No. _____ |
| SBI Branch Name JADUGODA(00227) | SBI Branch Name JADUGODA(00227) | SBI Branch Name JADUGODA(00227) |
| A/C No. 35769323064 | A/C No. 35769323064 | A/C No. 35769323064 |
| 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 Words : _____ | Amount in Words : _____ | Amount in Words : _____ |
| Journal No. _____ | Journal No. _____ | Journal No. _____ |
| Contractor/Candidate/Supplier Signature | Contractor/Candidate/Supplier Signature | Contractor/Candidate/Supplier Signature |
| Authorised Official Signature | Authorised Official Signature | Authorised Official Signature |
| Important instructions 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.. 3. Bank charges of Rs 50/- to be taken separately and deposit to their commission account. | Important instructions 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.. 3. Bank charges of Rs 50/- to be taken separately and deposit to their commission account. | Important instructions 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.. 3. Bank charges of Rs 50/- to be taken separately and deposit to their commission account. |



PRICE FORMAT

| Sl. No. | Item Description (Design, development, Supply, Customization, Deployment, Maintenance & Support of Integrated Human Resource Management System for following Modules) | Qty. (Nos.) | Unit Rate (Rs) | | GST (Rs) | | Total Cost for the work (inclusive of GST) |
|--|--|-------------|----------------|------------|----------|-----------|--|
| | | | (In Figure) | (in Words) | (in %) | (in Fig.) | |
| A | B | C | D | | E | F= D X E | G= D +F |
| 1. | EMPLOYEE INFORMATION MODULE | 01 lot | | | | | |
| 2. | EMPLOYEE SELF-SERVICE MODULE | 01 lot | | | | | |
| 3. | ATTENDANCE & LEAVE MODULE | 01 lot | | | | | |
| 4. | PAYROLL MANAGEMENT MODULE | 01 lot | | | | | |
| 5. | TALENT MANAGEMENT MODULE | 01 lot | | | | | |
| 6. | TRAINING MODULE | 01 lot | | | | | |
| 7. | EXIT & SEPERATION MODULE | 01 lot | | | | | |
| Total Cost for the work (inclusive of GST) in Rs. | | | | | | | |