

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102
CIN: U 12000 JH 1967 GOI 000806

T E N D E R D O C U M E N T

O F

N.I.T. No. TMD/MECH – 49

F O R

“Painting of Head frame and related structures of Turamdih vertical shaft”

1. Tenders (Technical & Price Parts) to be accepted
<http://www.tenderwizard.com/UCILEPROC> by 12.00 Noon on 02/07/2021
2. Tenders Technical part shall be opened at 03.30 PM on 02/07/2021

Note: Conditional tender may be disqualified in technical bid.

CONTENTS

- | | | |
|------------------|---|--------------------------------|
| 1. Section - I | - | Notice Inviting Tender. |
| 2. Section - II | - | Scope of work |
| 3. Section - III | - | General Information |
| 4. Section - IV | - | Instruction for Tenderer |
| 5. Section - V | - | Special Conditions of Contract |
| 6. Section – VI | - | General Condition of Contract |

Section – I

No. UCIL/TMD/MECH/49/2021

Date: - 02/06/2021

N. I. T. No.: TMD/MECH –49

Tenders are invited for the execution of following works through e-tendering:

Name of Work : Painting of Head frame and related structures of Turamdih vertical shaft.

1	Earnest Money Deposit	Rs. 19,972/-
2	Cost of Tender through SBI Collect challan	Rs. 500/-
3	Duration of Contract	06 (Six) Months
4	Estimated value of Work	Rs. 19, 97,150/- (inclusive GST)
5	Starting date for commencement of uploading the Tender document	02/06/2021
6	Last date for downloading of Tender document	02/07/2021
7	Last date of uploading & submission of completed bid	02/07/2021 up to 12.00 Noon
8	Tender Technical part Opening Date (Hard copy and online both)	02/07/2021 at 3.30 P. M

Pre-Qualification Criterion (PQC):

1. The bidder should have PAN (Permanent Account Number), GST Number and Provident Fund Registration Number.
2. The bidder should be financially sound.
3. The average annual financial turnover during the last 3 (Three) consecutive financial years shall be at least Rs 5.99 Lakhs.
4. The bidder should have experience of having successfully completed similar works during last 7 years last day of month previous to the one in which applications are invited should be either of the following:
 - a. One similar work costing not less than Rs 15.98 Lakhs
 - b. Two similar works each costing not less than Rs 9.98 Lakhs.
 - c. Three similar works each costing not less than Rs 7.99 Lakhs.

Similar works means, "Experience in execution of any of the following works with Govt. / PSU / Public Limited Organization / Private Limited Organization for painting work of high rise structure/ fabrication and erection of high rise structure."

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

Tender document can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>, Cost of tender document fee may be paid through SBI Collect Challan. This will operate at all branches of SBI in India. Format of Challan is enclosed is given in this tender document. Cost of tender document Demand Draft/ SBI Bank Challan (UCIL Copy) shall be uploaded in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.

Tenders received without earnest money are likely to be rejected. Tenderer shall enclose the EMD in form of 'Demand Draft' or 'Bankers Cheque' or 'BG' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc is to be accepted, EMD in separate envelope and shall

enclose technical part in the same envelope mentioning NIT No. and name of the work in the super scribed and to be sent to Office of Manager Personnel TURAMDIH MINES, P.O. – Singhbhum (East), Jharkhand – 832107. Scanned copy of EMD shall be uploaded in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.

Exemption of Tender Fee & EMD will be allowed to Organization registered with NSIC/SSI/MSME/ Public Sector Undertaking / Government Undertaking subject to submission of scan copy of valid documentary evidence.

The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> on or before due date fixed for receiving the bid. Physical submission of tender shall not be accepted.

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.

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

For Uranium Corporation of India Limited

Section - II
Scope of Work

Name of Work: Painting of Head frame and related structures of Turamdih vertical shaft.

1. Surface preparation of entire head frame and related structures (height approx 28 Meter and having surface area approx 2500 sq. mtr) by removing of dust, rust, old paint, scales & grease etc. (cleaning to ST3 level) using suitable power tools like abrasive sanding disc, wire buffing wheel etc. or any other suitable method before applying the paint.
2. Apply of Primer coat - Epoxy Zinc Phosphate Primer, Mid coat - High building Micacious Iron Oxide Primer and Topcoat - Polyurethene coat of Make Berger/ Nerolac/ Asian paints on cleaned Surface of entire head frame and related structures to achieve a DFT of minimum 80 microns.
3. Supply of total quantity of specified painting materials (Make Berger/ Nerolac/ Asian paints), consumables, all tools and tackles required for completion of the job.
4. Complete arrangement for safe approach in entire section of head frame and related structures by bamboo staging/ platform or using IRATA certified rope access system for completion of the job.

Section –III
GENERAL INFORMATION

1. Project Uranium corporation of India Ltd, Turamdih Mines
2. Executing Agency: Uranium corporation of India Ltd.
(A Govt. of India Enterprises)
Jaduguda Mines, East Singhbhum Dist.,
Jharkhand PIN 832 102
3. Project Site Turamdih
4. Location Latitude 22^o 43'N
Longitude 86^o 16'E.
5. Road and Rail Link The nearest railway station is Tatanagar about 6 Kms North of the site and is connected to Tatanagar – Hata – Chaibasa Road.
6. General Topography The site is undulating with a small hill near the centre of the site. There are also a few mounds and ponds in the area. The natural drainage of the area is towards west and northwest. The grade level of the area is between 155 m above M. S. L

7. Climate Condition

i) Peak ambient temperature	47°C
ii) Lowest ambient temperature	4 °C
iii) Average daily maximum temperature in the hottest month May and June	40 °C
iv) Average daily minimum temperature in the coldest month December and January	11 C
v) Annual average rain fall	1400 mm
vi) Highest annual rain fall	1860 mm
vii) Heaviest rain fall in 24 hours	215 mm
viii) Maximum relative humidity	100%
ix) Prevalent direction of wind from	West
x) Seismic Condition	Zone II as per IS : 1893
xi) Maximum highest flood level	140 M M.S.L.

Section IV
Instruction for Tenderer

1. The Tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of Tender should the Tenderer modify or withdraw his tender within the said period of six months from the date of opening the Tender. Earnest Money deposited by the Tenderer shall be forfeited.
2. Not more than one Tender shall be submitted by a firm/Company of Contractors against the same N. I. T.
3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the job to be carried out, the means of access to the site the accommodation they may require and general shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any miss understanding or otherwise shall be allowed.
4. Submission of a Tender by a tenderer implies that he has read this notice and all other tender documents and has made himself aware of the scope and specifications of the work to be done and of considerations and rates at which stores, tools and plants etc. will be issued to him by the corporation and local conditions and other factors bearing on the execution of the work.
5. The Tender for the works shall not be witnessed by a Contractor or Contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the Tender of the contractor tendering as well as of those witnessing the tender liable to be rejection.
6. Tender shall be Public Tender in two part (i.e Techno-commercial Part + Price Part)
<http://www.tenderwizard.com/UCILEPROC> upto 12.00 Noon on or before 02/07/2021 and Techno-commercial Part shall be opened at 3.30 P.M. on the same day i.e. 02/07/2021.
Part – 1: Techno-commercial Part.
Part – 2: Price Part .
A bidder shall register in advance with their Digital Signature Certificate (DSC) at the tender wizard website prior to submitting their offers. After successful registration the bidder shall get access to the Techno-commercial Part of the NIT. The bidder must submit the Techno-commercial Part at first and upload all the required documents as described in the Pre-Qualification Criteria (PQC) published in this tender document. Only, after successful submission of Techno- commercial Part the bidders shall fill up and submit the Price Part. The Techno-commercial Part and Price-Part shall be completely filled up and submitted at the UCIL e-proc website <http://www.tenderwizard.com/UCILEPROC> only. Please note, Hard copy of Techno-commercial Part and Price –part shall not be accepted at any cost.
7. The Tender shall be accompanied by Earnest Money as stipulated in N.I.T..

8. On acceptance of tender, Earnest Money will be treated as part of the security deposit. Failure of the successful tenderers to carry out the tender work shall entail forfeiture of the earnest money and security deposit entirely.
9. Uranium Corporation of India Limited, Turamdih will return the Earnest Money without any interest, to unsuccessful Tenderers on production by the Tenderer of a certificate of Engineer-in-charge.
10. The Tenderer shall submit the Tender which satisfied each and every condition laid down in this tender document, failing which the Tender will be liable to be rejected.
11. The Corporation does not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
12. The corporation reserves to themselves the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at quoted rates.
13. This notice of Tender shall form a part of the Contract documents.
14. Conditional tender, without cost of tender & E.M.D. amount tender shall be cancelled without any prejudice.
15. In addition to PRE-QUALIFICATION CRITERIA (PQC) of tenderers, bidder shall also upload the following at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> along with tender document failing which their offer may be rejected: (to be uploaded with the Techno-commercial Part of the tender document)
 - a) Document for GSTIN Code.
 - b) Document for Provident Fund Code Number
16. Tenders shall be uploaded in two parts i.e. (i) Part – I: Techno-commercial Part
(ii) Part – II: Price Part
 - i) List of scanned documents to be uploaded in Part – I (Technical and Commercial part)
 - a) Tenderer's covering letter (covering letter shall also contain name, Email id, Phone No., Mobile No., residential address and place of business of person or persons submitting the tender etc.)
 - b) Scanned copy of Earnest Money Deposit / valid exemption certificate (if any).
 - c) Scanned copy of Cost of tender document / valid exemption certificate (if any)
 - d) Scanned copy of PAN
 - f) P.F. No with documentary proof.
 - g) GSTIN No. with documentary proof.
 - h) Income Tax Return (ITR) / Annual report containing balance sheet and statement of Profit & Loss A/c of last 03 financial years duly audited.
 - i) Documentary proof in support of past experience of the Tenderer in similar

nature of job along with Work order / completion certificates etc.

- j) Other document as may be required to be submitted along with the tender in accordance with Technical Specification, Special Conditions and any other clause of NIT Tender Document

ii) List of Documents to be uploaded in Part-II (Price part)

- a) Filled in Schedule of quantities with rates including P.F., Bonus, cost of safety appliances, Insurance, medical and other miscellaneous overhead expenditures excluding GST and Wage Escalation.

17. Earnest Money Deposit (EMD):

The amount of EMD is fixed sum based on estimated value as given below.

EMD is to be remitted by way of 'demand draft' or 'bankers cheque' or 'BG' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc shall be accepted.

The tender shall be accompanied by Earnest Money Deposit of Rs.19,972 /- in the form of DD/Banker's Cheque/Bank Guarantee in favour of Uranium Corporation of India Limited, Jaduguda payable at State Bank of India, Jaduguda/Hartopa. The original instrument of EMD should be submitted in separate sealed envelope at the office of Manager (Pers.), UCIL, Turamdih Mines before the date of closing of uploading of tenders as notified in properly sealed condition i.e. on or before 02/07/2021, 12.00 Noon. The scanned copy of the original E.M.D. shall be uploaded at the UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.

No interest shall be payable on the EMD.

EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b) The tenderer fails to accept the order when placed or fails to commence works after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit Security Deposit within 30 days of receipt of Work Order.

Approval for exemption from remittance of EMD, if required shall be obtained prior from competent authority.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption clause is provided in the tender.

Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI)

pertains to the class of items/stores/works for which the tender is floated by the authority competent to conclude supply/ contract orders.

EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable shall be returned immediately once the L1 bidder is decided.

In case where the EMD is provided in form of BG in the prescribed format given at Annexure- D of this tender document to be attached with the tender, the BG shall be obtained from a scheduled /nationalized Bank. The genuineness of BG shall be checked by the corporation from the issuing bank.

In repetitive /routine works, Vendors may submit EMD in the form of Security Deposit. The vendors depositing security deposit EMD of Rs 50000/- shall be allowed to quote any number of works for works upto Rs. 10 lacs and Vendors depositing Rs 1 lacs shall be allowed quote any number of works for works upto 20 lacs , without submission of EMD. The EMD exemption shall be allowed as long as SD remains with the UCIL. In case of default by the bidder (when L1 backs out) the 2 % of estimated cost shall be recovered from the security EMD lying with UCIL. In cases when L1 defaults in more than one works and when the recovery is more than SD, the recovery shall be effected from the other bills of the defaulter bidder. The vendors who don't want to submit Security Deposit shall also have an option of submitting work wise EMD @2 % of estimated cost.

18. SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE

Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the works as under :

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

SD should be submitted in the form of demand draft/ bankers cheque/BG within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier to EIC/OIC.

Public Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of SSI) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD.

In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor.

EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank

Guarantee, fresh Bank Guarantee is to be submitted towards SD in the prescribed format at Annexure – D to be attached with order.

BG format for security deposit is attached at Annexure-E.

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.

Additional amount of SD due to enhancement in scope of work is also to be submitted.

RETENTION MONEY

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

SECURITY DEPOSIT & RETENTION MONEY

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

REFUND OF SECURITY DEPOSIT & RETENTION MONEY

Before releasing SD or retention money in respect of works, a “No Due Certificate” shall be issued by EIC/ OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the contractor.

EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the work order and on submission of formal claim by contractor.

On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract.

FORFEITURE OF SD & RETENTION MONEY

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

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

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

19. PAYMENT TERMS:

Standard payment terms should be within 30 days from the date of submission of bill by the contractor (subject to acceptance) in case of works contract/service contracts.

20. PROCEDURE TO BE FOLLOWED REGARDING BGs

Copy of proper prescribed format on which BGs are accepted from the contractors are enclosed with the tender document at Annexure-D

The bidders are insisted that BGs to be submitted by them should be sent to organization directly by issuing bank under Registered Post (A.D.)/ Speed Post.

21. DELIVERY / COMPLETION SCHEDULE

Time is the essence of order/ contract. Any extension thereto shall be with reservation of company's rights to levy liquidated damage and shall be with a provision that no price increase shall be applicable beyond the original completion period.

22. LIQUIDATED DAMAGES (LD)

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

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

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

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

A. Delay attributable to UCIL / Force majeure

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

B. Delay attributable to Supplier / Contractor

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

23. VARIATIONS/DEVIATION/AMENDMENTS:-

Instead of item wise deviation, over all deviation will be considered while working out amount.

Upto 10% variation in the execution of works contracts/order of the total works contract value for sanctioned contract/ order value is allowed without issue of amendment/ revision in the work order.

24. PAYMENT OF BILLS:-

Payment against Work shall be released by the units finance department as per the mode and terms & conditions stipulated in the work orders. Bills / Invoices from the party for payment against work orders shall be received in finance department for payment after due certification.

In case of work order the contractor shall submit the invoice/bill in duplicate to EIC/OIC, who shall verify invoice/bills as per terms and conditions stipulated in the work order and recommend for payment after making necessary deductions according to order. Complete details of payments recommended shall be entered in the Measurement Book (MB). All the payments recommended shall be forwarded through Head of the department / Sectional Head to Finance Department for necessary action after due verification by internal audit.

The officer concerned in finance department to verify the bills/invoices with reference to orders, amendments and other relevant records/communications. The payment will be released after bill is duly certified and recommended by EIC/OIC.

Officer concerned of finance department will ensure that prescribed certificates relating to ED, Sales Tax, Free Issue Materials supplied by the department, B.G. for

advance payment, SD, performance bond and any other documents essential for releasing payment are available before payment is released.

Contractor is to submit final bill within 40 days of issue of defects liability certificate. EIC/ OIC shall check the bill within 20 days after its receipt and return the bill to contractor for corrections, if any.

If the Contractor is to re-submit the bill, with corrections within 20 days of its return by the EIC/ OIC. The re-submitted bill shall be checked and payment shall be made within 30 days of its receipt.

25. FORCE MAJEURE:

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

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

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

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

26. GENERAL CONDITIONS OF CONTRACT (GCOC)

This document shall accompany and is a part of the contract entered into between the Uranium Corporation of India Limited and the contractor for formulation of work contracts.

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

Table of 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

27. STATUTORY LEVIES

A brief detail of taxes and duties levied on the contracts are as follows:

Income tax:

Law of Income Tax is governed by the Income Tax Act 1961 and is administered by the Central Board of Direct Taxes (CBDT). The Board has framed various rules for administration of income tax which are known as Income Tax Rules 1962. They are amended and modified from time to time as required due to changing circumstances.

Income Tax Law comprises the following:-

- 1) Income Tax Act 1961 as amended by Parliament upto date.
- 2) Annual Finance Act passed by Parliament.
- 3) Income Tax Rules 1962 as made and amended upto date by CBDT.
- 4) Judgements rendered by competent Courts of Law.
- 5) Circulars and Notifications issued by CBDT from time to time.

TDS on payment to Contractors

Section 194C of Income Tax Act 1961, provides for deduction of income tax at source at the prevailing rate (of 2% plus educational cess) at the time of credit of such sum to the account of the contractor or at the time of payment thereof. The provision contained in this Section applies only in relation to Works Contract, Labour Contract and Composite Contract and do not cover the contract for sale of goods.

28. The tender shall be in prescribed Form and it shall be valid for a minimum period of six months from the date of opening of tender. Should the tenderer modify or withdraw his tender within the said period of three months from the date of opening the tender, earnest money deposited by the tenderer shall be forfeited.
29. The works are required to be completed as given in the special condition of contract from the seventh day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any indicated by the Corporation in the tender documents.
30. Normally contractors whose names are borne on the approval list of contractor of C.P.W.D/M.E.S. or Local reputed/experienced contractors will be permitted to tender. Not more than one tender shall be submitted by a firm of Contractors.
31. Uranium Corporation of India Limited shall be the Accepting Officer herein after referred to as such for the purpose of this contract.

Tender documents consisting of drawing, specification, schedule of quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be available for downloading at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> from 02/06/2021 up to 02/07/2021. The tender document shall be uploaded at UCIL e-proc site

<http://www.tenderwizard.com/UCILEPROC>. Physical submission of tender shall not be accepted under any circumstances. The tender document shall be accompanied with cost of tender fees of Rs.500/- to be deposited through DD/SBI Collect Challan in favour of Uranium Corporation of India Limited, Jaduguda payable at State Bank of India, Jaduguda/Hartopa accepted in all branches of SBI from anywhere in India. The format of SBI Collect challan can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> and the UCIL copy shall be uploaded along with tender documents. The original DD/SBI collect challan for cost of tender fees shall be submitted at office of Manager Personnel, UCIL, Turamdih Mines before the date of closing of uploading of tenders as notified in properly sealed condition i.e. on or before 02/07/2021, 12.00 Noon.

32. Downloaded and completely filled-up Techno-commercial and Price Part shall be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> not later than 02/07/2021 up to 12.00 Noon.
33. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of considerations and rates at which stores, tools and plants, etc. will be issued to him by the Corporation and local conditions and other factors bearing on the execution of the work.
34. A tenderer should quote in figures the rate (s) tendered in the price bid and upload the same.
35. In the case of item rate tender, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
36. The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.
37. Tenders shall be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> by up to 12.00 Noon on the 02/07/2021 and shall be opened at 3.30 PM on the same date.
38. The Uranium Corporation of India Limited, Jaduguda is connected by both rail and road links and situated on the Howrah-Bombay line of S.E. Railway at a distance of 232 Km. from Howrah and 27 from Tatanagar. The name of the Railway station is Rakha Mines. Jaduguda is at a distance of about 48 Km. from Tata by road on Tata-Mosaboni Road, the main plant is located at about 5 Km. from Rakha Mines Railway station. Narwapahar is connected by all weather road to Tatanagar (15 Km. approx.) and to Jaduguda and Rakha Mines Railway Station (about 11 Km. Turamdih is connected by all weather road to Tatanagar (5 Kms. Approx.)
39. Uranium Corporation of India Limited will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate of

Engineer In Charge.

40. A tenderer shall submit the tender which satisfied each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
41. The Corporation does not bind themselves to accept the lowest or to give any reasons for their decision.
42. The Corporation reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at quoted rates.
43. This notice of tender shall form part of the contract documents.

Section V

Special Conditions of Contract

1. The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, physical condition of the site conditions of the ground, quality and quantity of surface to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the work, and all other matters which can be of, in any way affect the work the cost thereof under the contract. Tenderer must have qualified persons with full knowledge and experience to carry out these jobs.
2. VALIDITY OF TENDER: The offer shall be valid for at least Six Months.
3. Period of Contract: Time of completion for this work shall be Six Months.
4. TENDERER'S ADDRESS: Tenderer's with valid address and telephone number (s) for contacting them for all 24 hours shall be given then only their case will be considered. Tenderers without valid address and telephone numbers shall be rejected.
5. Security Deposit: Total amount of security deposit will be 10% of the awarded value of work. The contractor has to deposit 5% of the total value of work as initial security deposit (including EMD) in the form of DD/DAC/TDR/FOR from SBI or any Indian nationalized bank within 15 days of issue of the work order. In addition to the above further amount to the extent of 5% of the value of work shall be deducted from the contractor's bills.
6. Income Tax, GST will be deducted as per norms of the Corporation, if applicable.
7. The quoted rate must be inclusive of GST and all other taxes.
8. Contractor has to give a certificate of liability for damage done by their employees/workers. Contractor has to provide detail address of their employees/workers engaged for this work.
9. Free supply of utilities including Electricity (220 Volts & 440 Volts), (4-6) bars compressed air supply, water, storage space for keeping contractor's equipment and materials.
10. Supply of paint, consumables and all tools and tackles will be in Contractors scope.
11. Contractor should provide their own safety appliances like safety shoes, helmets, hand gloves, safety belts, safety goggles, gas mask and all other safety appliances etc.
12. Personal Protective Equipment (PPEs), Tools & tackles and equipment must be IS/EN approved.
13. Contractor has to arrange complete scaffolding arrangement / Complete arrangement for safe approach in entire section of head frame and related structures to complete the job on his or her own.
14. The materials used for staging/ scaffolding should be as per IS standard and duly approved by Engineer In charge before commencement of the work.
15. The rope access contractor must have IRATA (international rope access trade association) certified L1, L2, L3 working personnel on rope. For every working site, one L3 is mandatory as supervisor to be deployed in addition to L1 and L2.
16. The contractor will follow the norms of IRATA & maintain necessary records. The rope access kit should be of PETZL make. Inspection, testing, certification & calibration of rope access equipment will be the responsibility of vendor as per IRATA norms and a relevant document for the same has to be submitted.

17. Contractor should arrange their own security arrangement for safe custody of materials for this work.
18. After completion of job, all materials are to be removed from site on daily basis to comply housekeeping norms.
19. Contractor must follow safe working procedure as per corporation standard for working at height.
20. The contractor shall undertake full responsibility for safe execution of job at work site and safety of his personnel.
21. Experience painters only shall be engage for the painting work.
22. Preparation of surface: All surfaces should be clean thoroughly by removing old paint, dust and rust.
23. Before starting the job, proper barricading has to be done as per standard to ensure safe environment during job. No under layer jobs will be allowed at site.
24. The painting will be done as per requirement and no idle labour Payment will be considered.
25. The contractor shall visit the site and understand safety hazards and safety measures to be taken while executing jobs as per the scope of work and the actual site conditions before submitting the quotation.
26. The contractor is fully responsible for good behaviour for his worker engaged in execution of this work.
27. Labour insurance safety of mines rule & labour rule to be strictly follows by the contractor.
28. The contractor in advance before application of paint / primer should take site clearance from engineer in charge.
29. The work shall be carried out in running head frame and the work should not interfere the routine working of head frame structure or any other structure.
30. The work shall be carried out as per existing site conditions, if any obstruction like honeycomb or any other natural obstruction occurs; the same has to be removed by contractor at their own cost. For the removal of said obstructions, corporation may provide necessary arrangements /tools free of charge on request of the contractor subject to availability. No extra claim shall be entertained in this regard.
31. The contractor should hand over the clear site to the corporation after completion of the work after removing all the surplus materials, spoils, debris etc. failing which corporation have right to:
 - a) Retain the final bill until completion of site clearance.
 - b) Engage some other agency to carryout site clearance at contractors risk and cost.
32. Minimum wages of labourers engaged for this work shall be paid as per notification of A.L.C. (Chaibasa) . In case of any increase in the minimum wages, the same have to be paid including payment of arrear of wages by the contractor and payment sheet to such extent should be submitted to the corporation. Otherwise, the corporation for the payment of arrears shall take necessary action to the worker at contractor risk and cost.
33. The contractor strictly as per contract labour (Regulation & Abolition) Act 1970 shall follow all labour rules. All registers, forms stipulated under minimum wages (central rules) Act 1950 should be maintained by contractor and to be furnished to the corporation before commencement of the work. In the event of the breach of previously mentioned conditions

contractor will be open for action a deemed fit by the concerned labour authorities of the central government.

34. Height pass certificate of concern contractor workers engaged for this work to be obtain duly signed by the competent authority before commence of the job.
35. Contractor worker shall undergo vocational training on safe work on height and physical ability test at UCIL VT centre Narwapahar before commence the work.
36. No tools and tackles will be provided by the corporation for this work except whereas otherwise stated in the tender document and contractor has to arrange the same at their own cost.
37. Interim Periodical stoppage of work for any reason during the execution or non-availability of site for which no any extra claim will be entertained by Corporation. Bidders should quote their rate considering the same.
38. DETAILS OF WORK:

Please refer to Section - SCOPE OF WORK
Working-time will be six days a week.

39. All the work shall be executed as per existing site conditions and no extra claim shall be entertained.
40. Contractor shall be solely responsible for any damages, theft, pilferage during lifting, loading, unloading, shifting and transportation of materials, machine. Proportionate amount shall be recovered for such damages from final payment and discretion of Engineer-in-charge in this matter will be final.
41. All the rates quoted by Tenderer shall be inclusive of necessary staging, scaffolding and all other arrangement which ever be necessary to complete the work at no extra cost to the corporation for any item of the work.
42. In case of stoppage of work by local people/Bandh or any other reason, no idle charges will be paid by corporation towards Labour, Plant and Machinery etc to the contractor for this work.
43. No carriage/transportation for any material except otherwise stated in schedule of quantities shall be paid by the corporation. Contractor should quote their rates for the item accordingly.
44. Contractors shall strictly abide by the security rules and regulations enforced by the owner.
45. Defect liability period for this work will be three (03) months from the date of completion of work.
46. The contractor shall draw the material either on chargeable basis or free of cost from the department or stores at Jaduguda/Narwapahar/Turamdih as stipulated in the contract from time to time depending upon the requirement at site. Transportation of material from Turamdih stores to the work site shall be done by the contractor only. Drawal of material surplus to the requirement is prohibited. If, however, after completion of work surplus material/scrap are left with the contractor, the same must be returned to the stores or as directed by Engineer-in-charge.
47. PAYMENT TERMS: Only one bill shall be payable against submission of duly certified bill after joint measurement. Bill payment shall be payable only through e-payment. The decision of Engineer-in-charge in this matter shall be final.
48. MODE OF PAYMENT AGAINST RA BILLS: Bill payment shall be payable only through e-payment. Contactor has to submit their e-payment details to Accounts Department Jaduguda/Turamdih.

Required document for e-payment: (i) Application for e-payment (ii) Cancelled Cheque (iii) Pan Card Xerox. If already registered with e-payment then please ignore.

49. The value of contract is only estimated value and it may vary to the extent of \pm 10% of the total value of contract.
50. All the rates quoted must be firm for the whole period of contract.
51. Successful tenderer should preferably deploy a competent supervisor to coordinate and to get the work done in proper manner and in time.
52. All other terms and conditions shall be applicable as per General Conditions of UCIL's tender norms.
53. Additional Documents: The eligibility shall be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents shall be allowed to submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ-criteria may be allowed subject to the condition that
 - a) "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - b) The additional documents could not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
 - c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

Section – VI

General Conditions of Contract

A) INTERPRETATIONS AND DEFINITIONS

1. Singular and Plural

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

2. Heading and Marginal Notes to conditions:

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

3. Definitions:

- a) Corporation' shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand -831012 and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority approved by Competent Authority.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
 - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
 - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods

and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

B) SCOPE AND PERFORMANCE

4. Contract Documents:

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

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

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

5. Works to be carried out:

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

6. Inspection of site:
The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
7. Sufficiency of Tender:
Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be exclusive of all taxes, duties and other statutory levies.
8. Discrepancies and Adjustment of Errors:
The several documents forming the Contract are to be taken as mutually explanatory of one another and the special conditions in preference to General Conditions.
- 8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.
- 8.3 If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
- a) The item description should be clear and unambiguous.
 - b) In case of item rate tender, only quoted rate shall be considered.
 - c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in si that there is no discrepancy in the rates written in figures and words.

However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.

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

9. Security Deposit:

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

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

- i) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
- ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a)(iii).
- iii) For deposit beyond Rs. 1.00 Lakh: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

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

- (b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be

reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

- (c) Refund of Security Deposit:
Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.
- (d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

10. Deviation/Variation Extent & Pricing:

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

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

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

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

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

- ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.
- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-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 Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

11. Suspension of works:

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

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

12. TIME AND EXTENSION FOR DELAY:

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

13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct

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

13.2 If the works be delayed by

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

Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

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

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

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

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

- 14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.
- 15.0 MATERIALS:
- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

- 15(a) 4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.
- 15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.
- 15(b) Materials to be supplied by the Corporation:
Materials to be supplied by the Corporation are shown in Schedule - B which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 15(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.
- 15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.
- 15(b)3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.
- 15(b)4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

15(b)5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.

15(b)6. If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)7. Delay in obtaining materials by the Corporation:

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

15(c) GENERAL

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

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

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

16. LABOUR

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

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

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

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

17. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:

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

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

18. **SETTING OF THE WORKS:**

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

19. **SIDE DRAINAGE:**
All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor expenses.
20. **NUISANCE:**
The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.
21. **MATERIALS OBTAINED FROM EXCAVATION:**
Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.
22. **TREASURE TROVE, FOSSILS ETC.:**
All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately open discovery thereof and before removal, acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.
23. **PROTECTION OF TREES:**
Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1.0 Mtr. of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.
24. **WATCHING AND LIGHTING:**
The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
25. **CONTRACTOR'S SUPERVISION - SUPERVISORY STAFF:**
The Contractor shall engage and keep at site, qualified technical staff/engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this Contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.
26. **INSPECTION AND APPROVAL:**
All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall given due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The

- Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.
- 26.2 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.
27. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:
The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.
- 27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.
- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse vary such decision.
28. REMOVAL OF WORKMEN:
The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
29. UNCOVERING AND MAKING GOOD:
The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall re-instate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening or through reinstating and making good the same shall be borne by the Contractor.

30. WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

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

31.1 COMPLETION CERTIFICATE:

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

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

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

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

- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32. COMPENSATION FOR DELAY

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

PENALTY/ BONUS

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

33. DEFECTS LIABILITY PERIOD

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

- 34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may occur to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost

repair and make good the same so that at completion of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.

- 34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned. Same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.
- 34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.
- 34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation

- payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.
- 34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.
35. FACILITIES TO OTHER CONTRACTORS:
The Contractor shall, in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution on any work not included in the Contract or of any Contract which the Corporation may enter into the connection with or ancillary to the works.
36. NOTICES TO LOCAL BODIES
The Contractor shall comply with and give all notices required under any governmental authority, interment, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before making any variation from the Contract, drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 36.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, state laws or any Government instrument, rule or order and any regulations or by-laws of any local authority in respect of the works.
37. SUB CONTRACTS
The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting authority.

38. INSTRUCTIONS AND NOTICES

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

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

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

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

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

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

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

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

(b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

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

40. TERMINATION OF CONTRACT FOR DEATH:

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

41. CANCELLATION OF CONTRACT IN FULL OR IN PART:

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.

- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
 - e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
 - f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafied methods of competitive tendering or
 - g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
 - h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
 - i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
 - j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.
The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.
- 41.1 The Accepting authority shall on such cancellation have power to
- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
 - (b) Carryout the incomplete work by any means at the risk and cost of the Contractor.
- 41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or

damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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

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

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

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

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

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

43. URGENT WORKS:

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

44. CHANGE IN CONSTITUTION:

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

45. TRAINING OF APPRENTICES

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

46. VALUATIONS AND PAYMENT:

RECORDS AND MEASUREMENT:

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

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

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

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

- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.
- 46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.
47. METHOD OF MEASUREMENTS:
Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications not withstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.
48. PAYMENT ON ACCOUNT:
Interim bills shall be submitted by the Contractors at intervals mentioned on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 48.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 48.2 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 48.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.
49. TIME LIMIT FOR PAYMENT OF FINAL BILL
The Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
- a) Contract amount not exceeding Rs. 5 Lakhs..... two months

b) Contract amount exceeding Rs. 5 Lakhs three months

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

51. OVER PAYMENTS AND UNDER PAYMENTS

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

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

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

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

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

ARBITRATION AND LAW

52.1 ARBITRATION:

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any

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

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

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

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

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

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

52.2 COST OF ARBITRATION

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

52.3 WORK TO CONTINUE

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

53. LAWS GOVERNING THE CONTRACT:

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

* * * * *

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102 CIN: U 12000 JH 1967 GOI 000806

FORM

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102 CIN: U 12000 JH 1967 GOI 000806

Annexure-D

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Dated the _____ day of _____ 20..

_____ Bank

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

Bank's Common seal

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102 CIN: U 12000 JH 1967 GOI 000806

Annexure-E

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address)(herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 832102 , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract'). AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us. We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

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

We _____ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said

tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

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

Dated the _____ day of _____ 20__

_____ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102
CIN: U 12000 JH 1967 GOI 000806

Annexure-F

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 - 832102

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).....

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102
CIN: U 12000 JH 1967 GOI 000806

Annexure-G

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 832102, 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)

Witness:

Designation

1.

(Name)
Designation

2.

(Name)
Designation

2. For Uranium Corporation of India Ltd.

(Name)
Designation

Witness:

1.

(Name)
Designation

2.

(Name)
Designation

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST. – SINGHBHUM (EAST)
JHARKHAND – 832 102
CIN: U 12000 JH 1967 GOI 000806

Annexure-H

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 Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

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

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

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

BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

1

2

Witness

1

2
