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Enquiry No. 92/22/Civil(Mill)/JAD Dt. 22.04.2022

Enquiry in two part (Part-I Techno-Commercial Part & Part-II Price Part) in prescribed format are invited from competent contractors having experience in similar nature of work in last seven years.

01	Name of work	"Metallic Covering (sheeting work) the tailings pipe line at public domain area at Jaduguda tailings pond for the year 2022"
02	The Period of Contract	3 Months
03	Estimated Value of Work	Rs. 4,99,046.00 including GST
04	Cost of Tender Document including GST (Deposited through SBI Challan)	NIL
05	Earnest Money Deposit	Rs. 5000.00 (Rupees Five thousand only)
06	Date of submission of required Documents from:-	23.04.2022
07	Last Date of Submission of Document in Hard Copy like EMD Deposit, Cost of Tender document challan and required PQC documents.	29.04.2022 up to 3.00 P.M.
08	Date & Time of Documents Opening (Techno commercial) PartI only.	29.04.2022 at 3.30 P.M.

The eligible criteria to qualify in Techno commercial Part are as below:-

1. Average Annual financial turnover during the last 3(Three) consecutive financial years, ending 31/03/2021 shall be at least 30% (1.49 lakhs) of the estimated cost supported by the audited annual accounts of each year.
2. Bidder shall have successfully completed similar works during last 7(Seven) years ending on 28.02.2022 as per any one of following:
 - a) Three(3) similar completed works costing not less than the amount equal to 40% (1.99 lakhs) of the estimated cost

or


 - b) Two (2) similar completed works costing not less than the amount equal to 50% (2.49 lakhs) of the estimated cost

or

 - c) One (1) similar completed works costing not less than the amount equal to 80% (3.99 lakhs) of the estimated cost.

The corporation may request to the bidder to visit the proposed work site to well acquaint about the site work before filling the rate /submit the tender

3. ***Bidders must attach Work Order & Work done certificate.***
4. Similar works means **“Experience in Any type of civil Maintenance or structural work”**.

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5. 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.

The tender documents shall be issued free of cost to company/units registered with MSME/National Small Industries Corporation/Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time, after ensuring that the approval pertains to the class of item/works for which tender is floated.


Benefit for MSME owned by SC/ST will be applicable as per the Govt. guide lines.

Pre-qualification criteria with respect to prior turnover and prior experience may be relaxed for micro and Small Enterprises as per GOI guidelines subject to meeting of quality and technical specification under start up Scheme as per Govt. policy circular No. 1(2)(1)/2016-MA Dt. 10th March 2016 you have to submit NSIC certificate or other authentic relevant document to proof your capacity, quality and technical specification to qualify the technical part otherwise your tender will be not considered.

6. Necessary documentary evidences in support of the same in the form of copy of Work Orders & Completion Certificates from the competent authority of client, along with the contact details of the signatories shall be furnished, in absence of which the offer will be rejected. Any other document / certified drawing as desired by UCIL, to assess the Similar Work shall have to submitted.

The tender can be downloaded from UCIL e-proc site www.ucil.gov.in cost of tender fee shall be paid through SBI Challan or Demand Draft payable at SBI Jaduguda in favour of UCIL. The copy of cost of tender (If required) documents in SBI Challan/Demand Draft and required PQC documents Technical) and Price Part shall be submitted in separate envelopes i.e. Technical part in one envelope and Price Part in triplicate [1 original + 2 photo copies) in other envelope in the office of GM(I/P & IRs/CP), Jaduguda. The original DD/SBI Collect Challan (UCIL Copy). Hard copy of NSIC/MSME and EMD shall be submitted on or before the due date and time in the 0/0 GM(I/P & IRs/CP), Jaduguda .The price parts of only the qualified bidders who qualify on the Techno Commercial part shall be opened.

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


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SCOPE OF WORK

The Scope of work will include the following:

1. Supplying of all required material by contractor only.
2. Cutting and fixing work required to be done by contractor only.
3. All the work required to be complete as per instruction of EIC.
4. During the time of work every all the safety points should be ensure by the contractor only.
5. All the necessary tools, Tackles will have to be arranged by the contractor.

The contractors are advised to quote their rates as per the schedule of items enclosed considering all the above mentioned activities. No separate claim against any activity will be entertained by UCIL.

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LIST OF DOCUMENTS TO BE SUBMITTED IN PART-I

- (a) Tenderer's covering letter.
- (b) Cost of tender document if required.
- (c) Document showing deposit of earnest money, as asked for, in the NIT
- (d) Filled in proposal exhibit sheets.
- (e) List of jobs(Work order copy along with BOQ) executed during last 07 (Seven) years with following information's:-
 - (i) Name of purchaser and name of work.
 - (ii) Scheduled completion time with name and nature of jobs with awarded value& completed value.
 - (iii) Actual completion time of the work.
 - (iv) Reasons for delay in completion of the job, if any.
 - (f) Drawing list duly signed.(If drawing is attached)
- (g) PAN, GSTIN, PF No. & Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.
- (h) Financial status, Balance sheet, Profit and Loss Account for last three years, Chartered accountant certificate as per Financial Qualifying Criteria
- (i) Integrity Pact duly signed & stamped.

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

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

4.0 EARNEST MONEY


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

EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost

No interest is 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 supplies/works after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order

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EMD EXEMPTION.:

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

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

5.0 SECURITY DEPOSIT

Total amount of Security deposit shall be limited to 3 % 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.

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

In addition to the above, further amount to the extent of the 1.5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 3% 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:**

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Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed.

- (d) On expiry of the Defects liability period 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.

6.0 **AWARD OF CONTRACT**

The acceptance of a tender and award of contract to one or more than one Tenderer, if considered necessary, rests with the Corporation (UCIL). Corporation has the right to regroup the packages under the Tender. It shall not be obligatory on the part of the UCIL to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reason, and no explanation and compensation can be demanded from him by any Tenderer in respect thereto.

L1 bidder will be decided based on lowest total quoted rates, work as given in price part format

Quoted Rate are including Paid Holiday, EPF, Bonus, Workmen Compensation/ESI , Contractor Profit, Overhead tools and tackles

Base date shall be schedule date of opening of the (Part-I) Techno-Commercial Bid.

7.0 **TIME OF COMPLETION**

Time of completion for the complete package work shall be 06 **months**. The time of completion shall be reckoned 15 days from date of issue of work order/LOI whichever is earlier. However, the tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a certificate to that effect.



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DECLARATION FORMS

To

Tender Notice No.

Date:

Name of work :

Dear Sir,

I/We, the undersigned, having examined the Tender documents as above hereby submit this tender amounting to the sum as per the enclosed filled in price proposal in Part-2 and should the same be accepted, hereby undertake to execute the complete works as set forth in the scope of work, Technical specification and Tender drawings in accordance with the conditions of tendering, Special conditions of contract, General conditions of contract or in default thereof to forfeit and pay to Uranium Corporation of India Limited, the sum of money mentioned in the relevant portion of tender document.

I/We, agree to abide by this Tender for the period of six (6) months from the date fixed for opening of the Techno- commercial part (Part I) and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I/We, undertake to complete the whole works covered under this tender within a period of from the date of letter of acceptance.

The Earnest Money for a value of Rs..... as required in Notice Inviting Tenders in the form of is being enclosed duly endorsed in favour of Uranium Corporation of India Limited.

If this tender is accepted, I/We shall deposit the sum to constitute the security deposit required by the relevant terms of contract.

We also undertake, as required, to enter into a contract with Uranium Corporation of India Limited, by executing an Agreement in the prescribed contract Agreement Format enclosed alongwith this tender document and till such time the agreement be not executed, we shall be bound by the terms and conditions of the tender document and subsequent letter, minutes of discussions and letter of acceptance.

Signature of Tenderer

Name

Address

Dated..... day of.....

Witness

Name



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Address

CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made and entered into this..... at Jaduguda, Jharkhand between URANIUM CORPORATION OF INDIA LIMITED (A Government of India Enterprise) having its Registered Office at Jaduguda Mines, Dist: Singhbhum, Jharkhand – 832 102. (hereinafter referred to as the Corporation) which expression shall unless repugnant to the context include its successors and/or assigns of one part and Messers

having their registered office at(hereinafter referred to as Contractor), which expression shall unless repugnant to the context include its successors and/or assigns of the other part.

WHEREAS the Corporation desired to entrust this particular type of work upon an experienced bonafied, reliable and resourceful agency and so invited tenders from pre-qualified bidders for the "**Job Title**".

as laid down in Annexure A hereinafter.

AND WHEREAS in pursuance of such invitation for Tender, the Contractor submitted a tender and also the subsequent clarifications, modifications, correspondence, minutes of meetings jointly signed by both the parties as laid down in Annexure "A" hereinafter.

AND WHEREAS after consideration of all above documents, the Corporation accepted the total offer along with all clarifications, modifications, correspondences and minutes of meetings for the supply, installation, testing and commissioning of all equipment will all accessories complete in all respect as submitted by the Contractor.

AND issued a letter of Intent No..... dated

the contractor fully accepted the same vide..... dated And as listed in Annexure-D.

WHEREAS one of the conditions embodied in the Tender submitted by the Contractor and accepted by the Corporation was that the Contractor upon acceptance of his offer shall enter into an Agreement with the Corporation and furnish (i) Security Deposit, in the form of a Bank Guarantee for Rs..... according to the format acceptable to the Corporation and duly endorsed in favour of the Corporation for the due observance, fulfillment and performance by the Contractor of the terms, conditions and convents as the part of the Contract, (ii) Deta

AND WHEREAS the Corporation has called upon the Contractor to execute the presents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General conditions and special conditions of Contract hereinafter referred to.
2. The Corporation's letter of Intent No..... dated..... and the Contractor's full acceptance of the same vide Dated



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..... along with the following documents shall be deemed to form and be read and constructed as part of this Agreement, as though fully written out and set forth herein.

ANNEXURE – A : The Tender document for "**Job Title**" as specified in Tender Specification N.I.T No..... (e-tender) dated:

- (b) ANNEXURE – B : Bank Guarantee for Security deposit and Bank Guarantee for advance payment.
- (c) ANNEXURE – C : Detailed PERT/CPM chart for all individual activities till completion.
- (d) ANNEXURE – D : Various correspondences and Minutes of Meeting to be read with Annexures as listed in the Enclosure-1 to this agreement.

In the event of discrepancy or ambiguity between this Agreement and any of the documents described above, this Agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions in the documents (A) to (D) inclusive, the priority of these documents shall be settled in accordance with the order (D) to (A) i.e, the document executed on a later date prevailing over the document executed earlier.

3. Time is the most important feature of the contract. The Contractor hereby covenants with the Corporation to construct, complete and maintain the works under the above Letters of Intent in conformity in all respects with the provisions of this one Agreement and as specified in the above documents (a) to (d) inclusive.

The Contract Price shall be Rs. _____/- (Rupees _____ only) including taxes and duties or such other some as may be determined in accordance with the terms and conditions of the contract. Final contract price shall be arrived at considering the firm unit rates indicated at Schedule of Quantities.

This being a **Rate Contract**, the contract price is estimated only and is subject to variation based on quantities of work as per final Schedule of quantities & construction drawings issued by Purchaser and as duly certified by Purchaser's site Engineer.

The unit's rates/quoted rates for Work is inclusive of cost of Bitumen, Sand, aggregate and all other construction materials, as may be required to complete the work.

The unit rates indicated at Schedule of quantities for the Work shall remain firm and binding till execution of Contract

This being a **Rate Contract**, the contract price is estimated only and is subject to variation based on quantities of work as per final Schedule of quantities & construction drawings issued by Purchaser and as duly certified by Purchaser's site Engineer.



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1. All notices called for by the terms of the Agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:-
 - (a) URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST: SINGHBHUM,
JHARKHAND – 832 102.
2. The Corporation and the Contractor agree that this Agreement including annexed documents (A) to (D) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and Agreements whether written or oral and that no modification or alternation of this Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Agreement except as may otherwise be specifically provided in this Agreement.
3. Both parties shall make best endeavor to emendable amend themselves and dispute that may arise on any matter arising out of or in connection with this Agreement. In the unlikely case that the parties are not able to come to a mutual settlement, either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be governed by the relevant clause of the Agreement. All disputes, arising out of or if any way connected with this Agreement shall be deemed to have arisen at Jaduguda and only competent court at Jamshedpur (Jharkhand) shall have jurisdiction to determine the case.
4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.
5. This Contract Agreement is made in all good faith and executed in two identical counterparts, one for the Corporation and the other for the Contractor.

IN WITNESS WHEREOF, the Corporation and the Contractor have executed this Contract Agreement the day and year first above written.

In the presence of :

SIGNED & DELIVERED for and on

On behalf of URANIUM CORPORATION OF INDIA LTD.

SIGNED & DELIVERED BY THE Contractor



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PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 832102, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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

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



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

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

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

Dated the _____ day of _____ 20__

_____ Bank

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

Bank's Common seal



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PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand-832102 , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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 relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any



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

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


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

Dated the _____ day of _____ 20__

_____ Bank

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

Bank's Common seal

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FORMAT OF DECLARATION IN LIEU OF EMD


(To be submitted on the Bidder's Letter Head)

I/We (Insert Name and Address of Bidders) am/ are submitting this declaration in lieu of Bid Security / Earnest Money Deposit for the Tender for (insert Title of the Tender) (Tender No.), thereby fully accepting that I /We will be suspended and shall not be eligible to participate in the Tenders invited by URANIUM CORPORATION OF INDIA LIMITED , for a period of two years from the date of such Suspension Orders , under the following circumstances :-

- a) If after the opening of Tender , I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity , if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors .

- b) If after the award of work , I/We fail to furnish the required performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

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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.



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- 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,



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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 bank guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified by the RFP).
- 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.

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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

At present UCIL have not independent monitor.

8 Facilitation of Investigation



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

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

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

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

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

BUYER

Signature


Name of the Officer

Designation

Witness

BIDDER

Witness

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SPECIAL CONDITIONS OF CONTRACT


This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the General Conditions of Contract (GCC). Whenever there is conflict, the provisions herein shall prevail over those in the GCC.

- 1.0 Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of these special conditions of contract.
- 2.0 The technical specification and standards of various works shall be specified in tender specification.
- 3.0 Ground area (without any finish) shall be given for construction of temporary storage/shed. The contractor shall demolish all such temporary structures constructed by him for erection and clean the site, unless, otherwise instructed by the purchaser.
- 4.0 On arrival of material at site, the contractor shall open the packing, cases, inspect the materials, repair and replacement of materials damaged or lost in transit or at site should be done promptly by him at no extra cost to the purchaser.
- 5.0 The contractor shall arrange for all machinery, tools and tackles etc. as required for handling at site, erection of structures under this contract. No equipment will be available for hire from the purchaser.
- 6.0 No compensation shall be paid to the contractor for temporary idling of their workers, officers and equipment's etc. for hocking/matching up of the works, awarded for the existing works extension which may arise due to non-availability of site, facilities etc. However, best effort shall be put up by the purchaser, without disrupting production of the operating plant, to extend all help and facilities at site to the contractor for carrying out their works satisfactory without any loss of time and man-hour etc.

In case of stoppage of work by local people / local problems / bandh or any other unforeseen reasons, no idle charges will be paid by UCIL on any account and no penalty claim will be applicable.

7.0 **PROGRESS REPORTS AND SCHEDULES**

The contractor shall submit to the purchaser, by the 3rd of every month 3(three) copies of a report in an approved proforma showing the progress made in construction, procurement activities of the works during the previous months. The reports also indicate any delay with respect to the approved programme and corrective measures proposed by the contractor.

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8.0 The contractor shall arrange for all approach facilities at his own cost as may be required during construction period.

9. TIME OF COMPLETION

Time of completion for the complete package work shall be **3 months**. The time of completion shall be reckoned 15 days from the date of issue of work order/LOI whichever is earlier. However, the Tendered shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a Completion certificate to that effect.

10. MEDICAL CARE

The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, Medical facilities of UCIL may be available to the contractor on chargeable basis.

11. Schedule of work (If Required)

The successful contractor will have to submit a programme of work in the form of Bar Chart and PERT Chart showing the tentative progress of work of the above named work within 15 days of receipt of LOI, to the UCIL for his approval. The programme should be made to complete the system within the stipulated time period. The submission to and approved by the purchaser of such programme shall not relieve the contractor of any of his duties or responsibilities, under the contract.

Working hours: Contractor may execute the work normally in General shift (if may required other shift also).

12. SECURITY DEPOSIT (As above)

13. LIQUIDATED DAMAGES (LD)


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

13.2 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.

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

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

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

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A. Delay attributable to UCIL / Force majeure

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

B. Delay attributable to Supplier / Contractor

LD	Applicable
Taxes & Duties	<p>Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.</p> <p>Any decrease in taxes and duties during the extended period will be availed by UCIL</p>
Price Variation	<p>Price variation,if indicated in the contract will be applicable for the work performed within the scheduled period of contract.</p> <p>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</p>


13.6 All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.

13.7 The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.

13.8 In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

14 FORCE MAJEURE:

- a) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which

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UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

- b) If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- c) If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

15. Labour Insurance: Necessary insurance coverage for deployment of Manpower for this work including Supervisor in the whole Contract period shall be obtained by the contractor at their own cost.

16. EPF & Bonus Payment: EPF and Bonus payment to be done by the Contractor to their worker as per the Government rule.


PENALTY: NIL

9.0 a) E.P.F. Bonus, Labour Insurance, Labour licence(as required) , Paid Holiday and safety equipments are to be provided by the contractor at their own cost and should be included in quoted price.

a) **Also leave with wages as per mines Act 1961 will be paid by the contractor at their own cost**

15. TERMS OF PAYMENT:- Before release of running bill / Final bill, the following documents are to be submitted along with this bill.

- I) A copy of Employee Register Form – A [Part “A” & Part “B”]
- II) A copy of Wages Register Form – B
- III) A copy of Register of Loan/Recoveries Form – C
- IV) A copy of Attendance Register Form - D
- V) A copy of Register for Rest/Leave/Leave Wages Form – E
- VI) A copy of Bank Statement
- VII) A copy of Wages Slip

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- VIII) A copy of PF Challan
- IX) A copy of Bonus Statement
- X) A copy of Labour Insurance
- XI) A copy of Work Order
- XII) A copy of Labour License(If Required).

- XIII) Monthly R.A bill will paid to the contractor against GST invoice
- XIV) Pre receipted signed (GST) invoice
- XV) Copies of deviations statement and order of extension of time, if granted
- XVI) Royalty clearance certificate from district mining officer
- XVII) Issue of Completion certificate by UCIL
- XVIII) No claim certificate from contractor
- XIX) Any other document as deemed necessary

19. Time Bar on payment

Payment shall be released within 30 days after checking the entries made on measurement book and certification of the progress bill (R/A Bill) by Engineer-in-charge. No claim whatsoever shall be entertained for late payment beyond 30(Thirty) days for reasons attributable to the contractor.

21. Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

22 . Contractor to follow security rules enforced by the owner

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

Ceiling on Price Variation

The Price Adjustment (plus or minus) shall be subject to a ceiling amount of 15% of executed Price (excluding duties, taxes, levies, etc.).

23 . APPROVED MANUFACTURER LIST :



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All materials including bitumen shall be used of approved quality as per MOST/MORTH/CPWD specification and as per direction of engineer in charge.

24. Final bill will not be entertained unless the same is accompanied by royalty clearance from the concerned department (District Mining office) by the contractor or as decided by mining deptt. time to time for mode of payment of royalty by contractors.(As per the prevailing rules of State Government).

25. CONTRACTOR'S SITE ESTABLISHMENT

Site office and stores

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


26. VARIATION AND SCHEDULE OF QUANTITIES

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

Extra items:

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

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate.
 - ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
 - iii) If the rate for any additional, altered or substituted item of work can not be determined in the manner specified in sub-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./J.S.R.(as applicable) Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Contract based on item rates or lump sum).
- i) 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) **of material and labour with 15% extra to cover overhead and profits.** In the event

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of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s) **of material and labour with 15% extra to cover overhead and profits.** For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

27. **Water**

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

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

29. **ROYALTY**

Contractor will have to pay royalty charges to the concerned department towards the use of minor minerals use for above named work as notified by State Govt. for the quantity consumed in the work. However royalty amount at penal rate will be hold from each bill towards minor minerals consumed in that bill at the discretion of Engineer in charge, in case of no proper mining challan is submitted along with the bill as per prevailing rules of state government.

30. **TAXATION CLAUSE**

TDS FOR INCOME TAX

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

GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.




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2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders have to clearly show the amount of GST separately in the Tax Invoices raised by them. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, UCIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and UCIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Uranium Corporation India Ltd.
3. **L1 bidder will be decided based on lowest total quoted rate for the entire work as given in price part format.**
4. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to UCIL.
5. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. The said revised rate shall be reimbursed or recovered only if the reason for extension of the contract is attributable to UCIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by UCIL in the customized format shared by UCIL in order to enable UCIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable UCIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from UCIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

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UCIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

8. All bidders shall maintain high GST compliance rating track record at any given point in time.
9. All bidders shall avail the most beneficial notifications, abatements, exemption etc., if any, as applicable for the supplies under the Goods & Service Tax Act.

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

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

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


31.VARIATION IN TAXES & DUTIES

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

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

32.SUB-LETTING

The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of Purchaser. Such consent, if given, shall not establish any contractual relationship between the Sub-CONTRACTOR(s) and Purchaser and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, Purchaser reserves the right to reject the Work sub-contracted

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and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which Purchaser may sustain in consequence or arising out of such replacing of the contract work.

33. GUARANTEE/WARRANTY/DEFECT LIABILITY PERIOD

The Contractor shall guarantee the work/materials supplied (including bought-outs) for a period of 06 months from the actual date of completion of work as mentioned in Completion certificate issued by UCIL, against inadequacy in design, defective materials, and error in detailing work, faulty workmanship etc.


In the event of any inadequacy, defect, error, fault occurring during the Guarantee Period, it shall be the responsibility of the Contractor to rectify the same with no extra Cost to the Company.

34. 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.

- 34.1 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.
- 34.2 **Joint Measurements shall be taken by the Contractor and by UCIL or by the authorized representative.**
- 34.3 Before taking measurements of any work, the contractor shall give a reasonable notice to the Consultant.
- 34.4 The Contractor shall, without extra charge, provide Surveyor, Total Station Survey instrument, Survey Assistant & and other things necessary for measurement.
- 34.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement.
- 34.6 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.

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ANNEXURE – II

DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

PROJECT MANAGEMENT DOCUMENT TO BE SUBMITTED BY THE CONTRACTOR

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

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

Note:

1. Initial issue of each of these documents should contain the schedule dates.
2. Subsequent issues of these documents should be updated so as to include the actual progress.
3. Network should be in sufficient detail to clearly establish the logical relationships with various activities of the work (indicative activity break-up is enclosed).
4. Monthly Progress Report :

Shall cover the progress achieved in different areas of the work package during the reporting period along with the “Time Analysis” of the network schedule. Hold-ups / problems requiring the owner’s / consultant’s attention should be highlighted in the report. Cut-off date for reporting and submission date will be intimated by UCIL / Consultant.



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5. In the event of there being significant deviation in actual progress from the schedule, an **EXCEPTION REPORT**, clearly stating the causes for such deviations and also containing contingency plans shall have to be submitted over and above the documents listed above.

SA F E T Y R U L E S

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

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

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

3. Contractor shall have at least one person fully trained in first Aid present at the site of work all the time.

4. Contractors must report to the Safety Officer (Mill) through their contracting Officers every accident involving.

--- Their personnel, UCIL property or personnel, ---Property or personnel of other contractors working on the site.

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

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

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


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

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

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

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

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

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4.3.4 Party has to deploy one experienced safety personnel to look after safety related issues at site. You will have to provide necessary safety appliances to the workmen engaged by you for safety carrying out the job. However , if required , safety appliances will also be provided the company and the cost of the same will be recovered from the bills of the party. Contractor have to bring all their labours for necessary training in Mill Training Center for two hours before actual commencement of the work.

APPENDIX – 1

CLASSIFICATION OF ACCIDENTS


Type-A

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

Type-B

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

Disabling injuries but not requiring hospitalization.

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APPENDIX – 2

ACCIDENT INVESTIGATION REPORT

Name of the contractor and Project :

Nature of the contract :

Name of the Engineer-in-charge :

Name of the injured person :

Age :

Address :

Date and Time of accident :

Place where the accident occurred :

Nature of job :

What was the injured person doing at the time of accident ? :

Description of accident (in detail) :

Nature of injuries :

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

What was wrong with working methods instructions? :

What steps should be taken to prevent/recurrence of such accident? :

Name of the Witness :

Safety representative's remarks with signature and date :



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APPENDIX – 3
(FORM – B)

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

Name of the Contractor:

Name of the Project:

Name of the sub-contractor:

Name of the Safety representative
of the project:

Total no. of persons working in the project:

Male

Female

Engineer:

Supervisors:

Labourers:

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

Disabling injuries

Non-disabling injuries

Agency

No.

No. of days lost/changed

Machine :

Handling Materials :

Full of persons :

Hand tools :

Fire/Explosive :

Collapse of excavation/structure :

Electric shock/burn :

Miscellaneous :



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SCHEDULE – ‘D’

Sl.No.	Category of labourer	Wages per day (Rs.)	Remarks
1.	Un-skilled /Semi-skilled/Skilled	Contractor's are required to enquire from time to time with the govt. authorities i.e. ALC (C) Chaibasa regarding the minimum wages rate payable and pay to the workman accordingly.	


Signature of Issuing Officer

Signature of Contractor

Date:

Date:

Note: It will be the responsibility of the Contractor to check-up time to time from the Government Authority the minimum wages rate payable and pay to the workmen accordingly.

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SCHEDULE – (F)

GENERAL CONDITIONS OF CONTRACT

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	Fifteen percent
Total Security deposit	3 percent of the contract price
Time of completion of work	3 months from the 15th day of issue of letter of Intent (LOI) /work order whichever is earlier
Agreed liquidated damage	Up to a maximum of 5 percent of the contract price excluding taxes & duties
Defect Liability period	6 Month.
On Account Payment	Monthly R.A. /Final bills will be paid.
Refund of Security deposit (3% of contract price including taxes & duties)	The security deposit (Initial) 1.5% of contract price shall be returned after issuance of Completion certificate from UCIL. Balance 1.5% amount which was recovered from R A bill shall be returned after expiry of defect liability period or payment of final bill, whichever is later
Insurance	As directed by E.I.C.
Authority for Appointing Arbitrator	Chairman and Managing Director.



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PRICE PART

Enquiry No. 92/22/Civil(Mill)/JAD Dt. 18.04.2022

Name of the Work.:- "Metallic Covering (sheeting work) the tailings pipe line at public domain area at Jaduguda tailings pond for the year 2022"

NAME OF THE CONTRACTOR

Item no	Description of the item	Qty. (A)	Unit	Quoted Rate (In figure) (B)	Quoted Rate (In Word)	Total Amount (C= A X B)
1	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 0.80 mm thick with zinc coating not less than 275 gm/m ²	470.00	sqm			
Total Amount = Rs.						
Less Rebate if any (%) = Rs.						
Final Quoted Amount = Rs.						
Final Quoted Amount in Words						