

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

*TENDER DOCUMENT*

*OF*

*N.I.T. NO. TMD/MIN/ELECT-58*

**Rewinding and Repairing of Ceiling Fan and Exhaust Fan of Turamdih Colony**  
**(OPEN TENDER)**

**Note: Conditional Tender may be rejected**

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**CONTENTS**

<b>CHAPTERS</b>	<b>Page No. in Tender Document</b>
Notice Inviting Tenders (NIT)	3-5
Instructions to Bidders (ITB)	6-12
General Conditions of Contract (GCC)	13-34
Special Conditions of Contract (SCC)	35-37
Technical Specifications	38
Forms of Bid	39-46
Bill of Quantities	47
Standard Formats: Bid Security, Performance Security, Advance Payment Security, Form of Agreement	48-51
Schedules for Supplementary Information	52-57
Documents to be furnished by the bidder	60

**Note: Total No. of pages: 60 Nos.**

यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
(भारत सरकार का संस्थान)  
परमाणु ऊर्जा विभाग  
CIN: U 12000 JH 1967 GOI 000806

पत्रांक सं.:युसिल/तुरामडीह कॉलोनी/२०२४-०१

दिनांक : - 21/10/2024

निविदा आमंत्रण सूचना सं.:TMD/MIN/ELECT-58

निम्नलिखित कार्य के लिये औफलाईन निविदा आमंत्रित किये जाते हैं:

१	कार्य का नाम	<b>Rewinding and Repairing of Ceiling Fan and Exhaust Fan of Turamdih Colony</b>
२	अग्रधन की राशि	Nil
३	निविदा की राशि	Rs. 181196/- (Inclusive of GST)
४	परिमाण विपत्र का मूल्य	Nil
५	कार्य की अवधि	12 (Twelve) months
६	निविदा डाउनलोड करने की प्रारंभ तिथि	21/10/2024
७	निविदा डाउनलोड करने की अंतिम तिथि और समय	12/11/2024 up to 12:00 Noon
८	निविदा जमा करने की प्रारंभ तिथि और समय	21/10/2024 07:00 A.M.
९	निविदा जमा करने की अंतिम तिथि और समय	12/11/2024 up to 12:00 Noon
१०	निविदा खोलने की तिथि और समय	12/11/2024 at 3.30 PM

विस्तृत जानकारी के लिये निविदा दस्तावेज वेबसाइट <https://ucil.gov.in> में देखा जा सकता है।

कृते  
यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड

हं/-  
अपर अधीक्षक (विद्युत)  
तुरामडीह खान

## PRE-QUALIFICATION CRITERIA FOR THE BIDDERS

1.
  - i) The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year should be at least Rs. 54359/-.
  - ii) Experience of having successfully completed **similar works** during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:
    - a) One similar completed works costing not less than the amount equal to Rs. 144957/-  
Or
    - b) Two similar completed works each costing not less than the amount equal to Rs. 90598/-  
Or
    - c) Three similar completed works each costing not less than the amount equal to Rs. 72478/-
  - iii) **“Similar work”** means experience in Rewinding of ceiling fan/ motors in any Central / State Govt. Organization / PSU / Public Listed Company.
2. List of documents to be submitted with the Envelope-1 of bid
  - a) Copy of PAN
  - b) Copy of valid GSTN
  - c) Copy of cancelled cheque
  - d) Documentary evidence in support of past experience of the Bidder in similar nature of completed job in any Central/ State Govt Organization/ PSU/ Public Listed Company.
  - e) Documentary evidence in support of average turnover.
  - f) Documentary Evidence in support of at least one (01) income-tax return filed during the last three years ending on 31st March of the previous financial year
  - g) Documentary evidence of Geographic Presence
  - h) Undertaking that if the information/ declaration/ submitted documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.
  - i) Undertaking (Format given in Forms Section), to the effect that the bidder will not provide any gift and/ or influence any employee of the company in connection with securing any decision in its favour.
3. **DOCUMENTARY EVIDENCE IN SUPPORT OF PAST EXPERIENCE CRITERIA:** - In support of the claim of meeting this experience criterion, bidder must submit following documentary proof : -
  - a) Copy of work order of similar work in any Central / State Govt. Organization / PSU / Public Listed Company clearly mentioning nature of work/ Service, various components/ Items, period and value.
  - b) Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order, actual value of executed work and actual date of completion.

**Note:** - The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last day of month previous to the one in which applications are invited. Hence, the works which are incomplete/ ongoing, as on the last date of the month previous to the one in which applications are invited, shall not be considered against eligibility.

In case the work is started prior to the eligibility period of 7 (SEVEN) years (counted backwards starting from the last date of the month previous to the one in which applications are invited and completed within the said eligibility period of 7 years, then the year of experience of the work within the said eligibility period shall be only considered against the eligibility. For calculating the eligibility criteria in such a case the value of work shall be taken on pro-rata basis.

4. **DOCUMENTARY EVIDENCE IN SUPPORT OF TURNOVER CRITERIA:** - In support of the claim of meeting this turnover criterion, bidder must submit following documentary proof : -
  - a. Certificate of turnover issued by Chartered Accountant for last three financial years i.e 2021-22, 2022- 23, 2023-24; Or
  - b. P&L Statement for last three financial years i.e. 2021-22, 2022- 23, 2023-24

**Note:** - If the bidder doesn't submit the P&L Statement/ Chartered Accountant Statement for Turnover for all the three years given above, and asking for the non-submitted P&L Statement/ Chartered Accountant Statement for Turnover doesn't fall under the conditions of para 7.3.5 on (Clarification of Bids/ Shortfall

Documents) of the Manual for Procurement of Goods 2017 issued by Ministry of Finance, department of Expenditure, in that situation the turnover shall be taken as zero for the years for which the P&L Statement/ Chartered Accountant Statement has not been submitted by the bidder and average shall be calculated based on the submitted P&L Statements/ Chartered Accountant Statement for calculating the eligibility.

5. **FINANCIAL STANDING:** Bidder must have been an income-tax assesses, and bidder has filed at least its one (01) income-tax return during the last three years ending on 31st March of the previous financial year [e.g. FY 2023-24 (AY 2024-25), FY 2022-23 (AY 2023-24), FY 2021-22 (AY 2022-23)]. Documents/ Documentary evidence of filled ITRs to be provided by participating bidder to qualify/ meet the financial requirements of tender document.
6. **GEOGRAPHIC PRESENCE:** Workshop of the bidder shall be located within the geographical limits of 20 km from U.C.I.L. Turamdih Mine. Road distance shall be taken for calculating the 20 km. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.
  - i. Landline telephone bill (in the name of the firm)/ Electricity bill (in the name of the firm) of public & approved private operators in the state. (Bills not to be older than 4 months ); or
  - ii. Property ownership deed i.e. Title deeds of the property in the name of the firm duly stamped and registered; or
  - iii. Latest property tax or water tax paid receipt / bill raised in the name of the firm; Or
  - iv. Registration certificate/license issued by Municipal authorities such as Shop & Establishment certificate / Trade License;MSME,GST,PF,ESIC.
7. Any bid not complying PQC requirements shall be summarily rejected.

Uranium Corporation of India Limited, Jaduguda

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**INSTRUCTIONS TO BIDDERS (ITB)**

1. Two Part Public Tender shall be adopted. In such cases, the tenderers shall be required to submit the bids in two envelopes.  
Envelope – 1:- Documents related to eligibility criteria (PQC) along with Techno-commercial bid.  
Envelope – 2:- Financial bid.
2. Both the envelopes shall be sealed and submitted together in a bigger envelope. The envelope No 1 containing PQ criteria and techno-commercial bid shall be opened first. PQ and Techno-Commercial bid shall be evaluated first by a committee constituted by competent authority and list of successful bidders be finalized. The financial bid of PQ and Techno-commercially eligible bidders shall be opened on recommendation of above committee on a notified date and time in presence of bidders or their representatives after sending advance notice to all such bidders. No additional eligibility documents shall be entertained after the receipt of bid but clarifications if so required as per the techno commercial evaluation can be obtained from the bidders. Unopened price bids of disqualified bidders shall be returned back in sealed condition once the order is issued.
3. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 25 per cent of total tendered value.
4. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
5. Guidelines issued from Ministry of Micro, Small and Medium Enterprises (MSME) for procurement of items from Micro and Small Enterprises shall be applicable.
6. The bid shall remain valid for normally 90 (ninety) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension shall not be permitted to modify his bid.
7. **Eligibility and Qualifications of Bidders**
  - a. **Eligibility of Bidders**
    - i. A firm determined non-performing/banned/blacklisted by U.C.I.L. shall not be eligible to bid during the period so determined.
  - b. **Qualification of Bidders:** - As per “Pre-Qualification Criteria for the bidders” given in N.I.T.
8. **Clarification of Tender Documents:-** A prospective bidder requiring clarification on the tender documents may notify the Procuring Entity in writing, well before the due date of submission of bids, and a response shall be sent in writing regarding the clarifications sought prior to the date of opening of the tenders. Copies of the query of any bidder and clarification issued shall be sent to all prospective bidders who have received the tender documents. There shall be no asymmetry of information as regard to any bidder.
9. **Amendment of Tender Documents:** - At any time prior to the date of submission of bids, the Procuring Entity may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum. The corrigendum shall be notified in writing by registered post/ speed post/ courier/ email to all known prospective bidders and shall be published on CPPP.
10. **Submission of Bids by Bidders:** - The bidders will submit their techno-commercial bids and price bids offline. No conditional bid shall be allowed/ accepted. Bidders will have to submit copies of various

documents required for eligibility and all other documents as specified in NIT, techno-commercial bid in Envelope-I, and price bid in Envelope-II. The techno-commercial bid and financial bid should be sealed by the tenderer in separate inner covers duly marking these as 'Techno-commercial Bid' and 'Financial Bid' and marked with the address of Manager, Personnel, Turamdih Mine and the tender reference number on the envelopes. These sealed inner covers are to be put in a bigger outer cover which should also be sealed and duly super scribed in a similar manner. If the outer envelope is not sealed and marked properly as above, the Procuring Entity will not assume any responsibility for its misplacement. The bidder will have to give an undertaking that if the information/ declaration/ documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. The bid shall be submitted by the bidder well before the deadline (original or extended as the case may be) for submission.

**Part 1 Technical Bid:** The submission would be offline. The documents as given in NIT Prequalification Criteria Clause No. 2 shall be submitted in the Techno-Commercial Bid in Envelope-1.

**Part II Financial Bid**

- a. Priced BOQ – duly filled in.

11. **Withdrawal, Substitution and Modification of Tenders:** - The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
12. **Unresponsive Tenders:** - Tenders that do not meet the basic requirements specified in the bid documents shall be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Envelope bidding) and ignored. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:
  - a. The tender is not in the prescribed format
  - b. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption
  - c. The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a enlisted contractor but the tenderer is not a enlisted contractor);
  - d. The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
  - e. Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the Procuring Entity's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).
13. **Consideration of Abnormally Low Bids:** - An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has *substantially failed* to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
14. The bidders/vendors/ suppliers shall submit an undertaking (Format given in Forms Section), to the effect that they will not provide any gift and/ or influence any employee of the company in connection with securing any decision in their favour.

15. The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional 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 should 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.

The opportunity of submission of additional documents be given to all the bidders.

16. The tender conditions shall be binding on all the tenderers.
17. The bidder must submit his bid strictly according to the price schedule format attached along with tender document.
18. Method of evaluation of L-1. L-1 will be considered in totality on the basis of net landed cost to the company (UCIL). In other words including all taxes, duties, levies, cess, packing & forwarding, insurance, transportation, etc. shall be considered for determination of net landed cost. If a firm quotes overall bid with Nil consideration other than reimbursable amount if any, the same shall be considered as null and void.
19. Purchase Preference Policy (PPP)-Extension of PPP for products and services by CPEs is to be followed as per GoI guidelines.
20. Concessions shall be given to MSME's as per Govt. guidelines from time to time.
21. Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.
22. **Secrecy / Confidentiality Agreement** Signing of an 'secrecy/ confidentiality agreement' would be considered between UCIL and the bidders in case where UCIL is providing Drawings/ Design /flow sheet, analysis of beach sand reserve, equipment drawings, or any other information which UCIL feels are required to be protected in the interest of the company. Wherever applicable, the tenderer is required to enter into secrecy /confidentiality agreement with UCIL. A copy of the secrecy /confidentiality agreement is attached in FORM Section of the Tender.
23. Tenders (including all received by post/ courier and personal delivery) shall be deposited in a locked tender box kept at the office of Shri Sanjeev Ranjan Manager (Personnel) Turamdih Mine/ Shri H.N. Rajak A.A.O. (Admin) Turamdih. In cases when it is unavoidable to submit the tenders by hand due to the bulky size of the tender documents the above officers shall receive the tender by hand as per the time schedule as mentioned therein.
24. The bids received through fax /e-mail shall not be considered. However, bids received through fax/e-mail for proprietary purchase may be considered subject to receipt of original documents before award of work.
25. The Company reserves the right to reject any tender either in full or in part.
26. All tenders received within the prescribed time will be opened by the officers appointed for this task at the time stated in the tender notice. In cases where date of opening becomes a declared holiday, due date of tender opening shall be next working day.
27. Bids of only those parties shall be considered who are eligible as per tender.



28. The tender opening date may be extended sufficiently in advance in case of change in specification /scope of work or on request of the prospective bidder with an intent to increase the response. Once the due date and time is over, date/time extension shall not be allowed irrespective of number of offers/bids received.  
Late tenders (tenders received after due date, time & place) shall not be considered under any circumstances. In such cases tenders shall be processed based on the available response.  
Once the price bid is opened the tender shall be decided on merits.
29. In case any unsigned offer is received, written confirmation from the bidder for ascertaining genuineness of such bid shall be taken without any change in price or commercial terms. In case of refusal/no response within a specified time to sign the bid, UCIL reserves the right to forfeit the EMD, if any and/or reject the tender.
30. Even if no authorized representative of bidder is present during the time of opening of tender, the tender can be opened as per the specified date and time following normal procedures.
31. There will be no post-tender negotiations even with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation.
32. In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity shall, however, be procured expeditiously through a re-tender, following the normal tendering process. In case of huge discrepancy between technically correct L1 and invalid L1 the option of retendering may be explored.
33. **Escalation**
- a. In case of works having delivery period of within a year (12 months) contract shall be concluded with firm and fixed price and is not subject to any escalation. However, only statutory variation limited to duties, taxes, revision of prices under Administrative Price Mechanism (APM) and minimum wages are considered for adjustment in contract price.
  - b. However, for calculating escalation, the price prevailing on the date of opening of price bid shall be taken as base price.
  - c. Escalation shall be calculated, based on notified fair wages and in the absence of which consumer price index for labour would be applicable. Market rate for cement and steel, Government approved price of bitumen & POL, Whole sale price index for other materials shall also be taken into consideration as & when required.
  - d. Benefits due to reduction in rates to be passed on to UCIL.
34. **SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**
- a. **SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE**
    - i. In exceptional cases waiver of SD shall be approved by Competent Authority - Unit head /Competent Authority at HO as the case may be.
    - ii. SD shall 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.
    - iii. 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.

- iv. 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 1<sup>st</sup> running bill of the contractor.
  - v. 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 attached with the tender in the FORMS Section.
  - vi. BG format for security deposit and performance guarantee is attached with the tender in the FORMS Section.
  - vii. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.
  - viii. Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.
  - ix. Additional amount of SD due to enhancement in scope of work is also to be submitted.
- b. **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.
- c. **SECURITY DEPOSIT & RETENTION MONEY** The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value.
- d. **REFUND OF SECURITY DEPOSIT & RETENTION MONEY**
- i. 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.
  - ii. 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.
  - iii. 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.
- e. **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:
- i. 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.
  - ii. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.
35. **PROCEDURE TO BE FOLLOWED REGARDING BGs**
- a. Copy of proper prescribed format on which BGs are accepted from the contractors are enclosed with the tender document in the FORMS Section and it shall be verified with original document.
  - b. The contractors 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.

- c. In exceptional cases, where the BGs are received through the contractors, suppliers etc., the issuing branch shall be requested to immediately send by Registered Post (A.D.)/ Speed Post an unstamped duplicate copy of the guarantee directly to the organization with a covering letter to compare with the original BGs and confirm that it is in order.
- d. As an additional measure of abundant precaution, all BGs shall be independently verified by the units with respective issuing branch of the bank.

36. **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.

37. **LIQUIDATED DAMAGES (LD)**

- i. 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

38. **VARIATIONS/DEVIATION/AMENDMENTS:** - Instead of item wise deviation, over all deviation will be considered while working out amount. Up to 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.

39. **PAYMENT OF BILLS:-**

- A. 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.
- B. 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.

- C. 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.
- D. Officer concerned of finance department shall 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.
- E. Contractor shall 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.
- F. The Contractor shall 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.

**40. FORCE MAJEURE:**

- A. 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.
- B. 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.
- C. 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.
- 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.

**41. STATUTORY LEVIES:** - The price is inclusive of all taxes and duties. A brief detail of taxes and duties levied on the contracts are as follows:

- A. **Income tax:**  
**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.
- B. **GST :-** At the prevailing rate as per Govt. Guidelines from time to time.

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**A. INTERPRETATIONS AND DEFINITIONS**

**1. Singular and Plural**

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

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

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

**3. Definitions:**

- a) Corporation' shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand -831012 and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority approved by Competent Authority.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
  - i. In the case of Lump Sum Contracts the sum for which the tender is accepted.
  - ii. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
  - iii. In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

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

**B. SCOPE AND PERFORMANCE**

**4. Contract Documents:**

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

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

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

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

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

**6. Inspection of site:**

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**7. Sufficiency of Tender:**

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

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

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

- 8.1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.
- 8.3. If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules: -
  - a) The item description should be clear and unambiguous.
  - b) In case of item rate tender, only quoted rate shall be considered.
  - c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in such that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
  - d) where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
  - e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

**9. Security Deposit:**

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

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

- i. For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
- ii. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).
- iii. For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its 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 contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- c) **Refund of Security Deposit:**  
Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.
- d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

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

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

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



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

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

- i. If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
- ii. If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.
- iii. If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

**11. Suspension of works:**

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

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

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

The time allowed for execution of the works as specified in the Schedule - 'F' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The execution of the work shall commence within 15 days after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation

shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money/Security Deposit absolutely.

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

**13.2** If the works be delayed by

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

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

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

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

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

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

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

- 14.4** The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5** Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6** A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

**15.0 MATERIALS:**

- 15.1** 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.
- 15.1.1** 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.
- 15.1.2** 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.
- 15.1.3** 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.
- 15.1.4** 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.
- 15.1.5** 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.

**15.1.6** 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.

**15.2 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.

**15.2.1** 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.

**15.2.2** 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.

**15.2.3** 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.

**15.2.4** 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.

**15.2.5** 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.

**15.2.6** 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.

**15.2.7 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.

### **15.3 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.

**15.3.1** 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.

**15.3.2** 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.

**16.4.1** 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 give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

**26.1** No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative

whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

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

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

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

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

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

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

**28. REMOVAL OF WORKMEN:**

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

**29. UNCOVERING AND MAKING GOOD:**

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

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

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

**31.1 COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating



(a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labelled 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 fulfil such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

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

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

### **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 thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract ( excluding taxes and duties)
- b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work

or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

**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 instalments 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-in charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to Contractor.

**43. URGENT WORKS:**

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

**44. CHANGE IN CONSTITUTION:**

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

**45. TRAINING OF APPRENTICES**

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

**46. VALUATIONS AND PAYMENT:  
RECORDS AND MEASUREMENT:**

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

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

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

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

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

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

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

**47. METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications not withstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

**48. PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

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

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

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

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

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

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

b) Contract amount exceeding Rs. 5 Lakhs ..... three months

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

**51. OVER PAYMENTS AND UNDER PAYMENTS**

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum



then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand.

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

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

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

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

## **52. ARBITRATION AND LAW**

### **52.1 ARBITRATION:**

Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution Clause, between the parties to the Contract, arising out of or relating to the work as per provisions of the Contract or matters related thereto whether during the period of the Contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

Appointment of Arbitrator shall be made as per the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time.

### **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)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **Guarantee:** The rewind ceiling fans/ exhaust fans shall be guaranteed for a period of 180 days from the date of delivery to UCIL. Contractor will be responsible for free rewinding of ceiling fans/ exhaust fans in case of failure of insulation/winding within guarantee period.
2. **Rate:** – The contractor shall fill all item rates including miscellaneous overhead expenditures. The GST amount shall be filled for the particular item in total rupees not in percentage.
3. The rewinding materials like rewinding wires, insulating materials, cables, sleeves etc. shall have to be supplied by the contractor.
4. The special conditions given in this section shall supersede the conditions given elsewhere in this document.
5. **Contract Period** - 12 (Twelve) months. The zero date shall be reckoned from 15 days from the date of award of W.O. or actual from the date of execution of agreement whichever is earlier.
6. **Payment terms:** - Maximum of 4 Running Account bills and one final bill will be allowed. After rewind fans are received by the UCIL at its workshop, the fan would be tested. After successful trial run, the party would be raising the bill. The payments would be made normally within thirty days of receipt of bill and all required documents.
7. Receipts for payments on account of a work when executed by a firm (Partnership) must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
8. **Rate** – Rate will be firm during the period of contract and no escalation in rates would be permissible during the contract period.
9. Scrap Copper: - Scrap Copper shall be retained by the successful bidder and rate to be quoted should be considering the same.
10. **Quantity Variation:** +-10%.
11. **Inspection:** The fans will be inspected during or after rewinding as and when required by us.
12. If damages happen to the fan/s by the Contractor during the rewinding process, the same shall be assessed in the bills for payment.
13. Transportation: - To and fro Transportation of complete fan shall be in the scope of UCIL. However safe unloading at contractor's workshop and safe loading of rewind fans from contractor's workshop shall be in the scope of the contractor. The equipment would be taken to the contractors' workshop through returnable gate pass. The contractor should retain one copy of such gate pass. **The contractor should have own workshop within 20 km from UCIL Turamdih Mine.**
14. The contractor has to strictly use following recommended makes of materials for respective items:-
  - a) Rewinding wire:- Polyester based super enamelled copper wire
  - b) Insulating material:- Minilex, Mylar, Glass Tape
  - c) Insulating varnish:- Beck Elmo Luft 1 A Air Dry
  - d) Insulation Class:- F
15. Basis of Evaluation: - Order will be split among two bidders. The selection of the two bidders would be guided by following criteria:-  
**Criteria 1**

	Bidder P	Bidder Q	Bidder R
Item 1	L1		
Item 2	L1		
Item3		L1	
Item4			L1
Item5**	L1	L1	
Item 6	L1		
*	L1		
*		L1	
Item N		L1	
Total	Total of L1 Rates =A1	Total of L1 Rates =A2	Total of L1 Rates =A3

L1 Means Item-wise lowest rate

\*\*In case, two or more bidders quote same lowest rate against any item, then that L1 rate shall be considered for evaluating TOTAL OF L1 rates as above for all bidders who have quoted same lowest rate against any item.

A= A1+A2+A3

Ratio	$(A1/A)*100= P1\%$	$(A2/A)*100= Q1\%$	$(A3/A)*100 = R1\%$
-------	--------------------	--------------------	---------------------

The two bidders having highest value among P1%, Q1%, R1%..... will be the two bidders among whom the total order value will be split. Suppose  $P1 > Q1 > R1$ ; In this case total order will be split among bidders P and Q.

**Basis of deciding ceiling value for the two bidders (P and Q) selected above:-**

Item-wise lowest rate as quoted by the two selected bidders (P and Q) shall be the basis for evaluating L1 bidder for that item.

	Bidder P	Bidder Q
Item 1	L1	
Item 2	L1	
Item3		L1
Item4##		L1\$
Item5**	L1	L1
Item 6	L1	
*	L1	
*		L1
Item N		L1
Total	Total of L1 Rates =A1	Total of L1 Rates =A2

## In case, the rates quoted by P and Q were higher than the bidders R, S ..... which were rejected under criteria-1

\$ The L1 rate among the two qualified bidders (P and Q) as a result of criteria 1.

Both the bidders P and Q will be called separately to match the item-wise L1 rates among these two bidders.

\*\*In case, bidders P and Q agree at a common L1 rate against any item, then that L1 rate shall be considered for evaluating TOTAL OF L1 rates as above for both the bidders.

After negotiation for the items in which both parties do not arrive at a common L1 rate, individual L1 rates shall be considered for evaluating TOTAL OF L1 rates as above.

A= A1+A2

Ratio in which order will be split among P and Q bidders	$(A1/A)*100= P1\%$	$(A2/A)*100= Q1\%$
--	--------------------	--------------------

Allocated value "X" for will be split in P1%, Q1% among L1 bidders. i.e. Order value for bidder P = X \* P1% and that for bidder Q = X\* Q1%

The orders to P and Q will be given for the items in which P and Q are L1 respectively with above respective ceiling value.

16. Penalty Clause:- Any failure in completing the job or handing over the unit within the scheduled delivery period of 15 days time for the reasons attributable to the bidder shall attract penalty of 0.5% of that particular item rate for the unit per week or part there of subject to maximum of 5% of the particular item rate.

17. **Documents to be submitted for execution of agreement:-** The contractor has to submit the following documents in hard copy to the office of the E.I.C. after award of Contract for execution of agreement with U.C.I.L.:-

- i. Security Money in the form as given in General Conditions of Contract Clause No. 9
- ii. Two nos. of Rs. 20/- non judicial stamp paper
- iii. Dummy paper – Total 6 nos.
- iv. Two copies of Uploaded tender document duly signed and stamped on each page
- v. Copy of ESIC/ Insurance (whichever is applicable as per Tender Doc.)

18. **Procedure for Submission of Bills**

- i. The service provider will send its authorised representative with stamp and authorisation letter to sign on the joint Measurement Book and provide 5 sets of the following documents (signed and stamped by the authorized representative) for releasing the R.A. bills:-
  1. Invoice copy clearly mentioning the SAC Code, UCIL GST No. 20AAACU2207N1ZO, Service Provider's GST No.
  2. The copy of GST Return filed by the service provider for previously passed R.A. bill.
  3. Muster Roll
  4. Wage Register Copy
  5. PF Submission Proof
  6. ESIC/Insurance submission proof
  7. Bank online statement for payment (including minimum wage, Bonus) confirmation
- ii. The service provider will send its authorised representative with stamp and authorisation letter to sign on the joint Measurement Book and provide 5 sets of the following documents (signed and stamped by the authorized representative) for releasing the final. bill:-
  1. Invoice copy clearly mentioning the SAC Code, UCIL GST No. 20AAACU2207N1ZO, Service Provider's GST No.
  2. The copy of GST Return filed by the service provider for previously passed R.A. bill.
  3. Muster Roll
  4. Wage Register Copy
  5. PF Submission Proof
  6. ESIC/Insurance submission proof
  7. Bank online statement for payment (including minimum wage, Bonus) confirmation
  8. No-Demand Certificate in U.C.I.L. format
  9. Estate Clearance Certificate from Personnel Section, Turamdih
- iii. The service provider will provide 4 sets of the following documents (signed and stamped by the authorized representative) for releasing the security deposit after completion of the defect liability period:-
  1. A request letter in its letterhead addressed to the E.I.C. for releasing the S.D. amount
  2. The copy of GST Return filed by the service provider for already passed final bill.

**URANIUM CORPORATION OF INDIA LIMITED**  
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**CIN: U 12000 JH 1967 GOI 000806**

**TECHNICAL SPECIFICATIONS**

**SCOPE OF WORK**

1. Scope of work:
  - i. The scope of work on Ceiling Fans/ Exhaust Fans rewinding will be as follows:-
    - a) Open the fan using proper procedure and clean its all components with MT oil. Photograph of failed fan to be archived and to be shared with E.I.C. or his representative. Before proceeding for rewinding, get the mail confirmation from E.I.C. or his representative
    - b) After stripping if core is found damaged, this is to be informed to E.I.C. or his representative before proceeding further repair job. Accordingly action to be taken.
    - c) Before taking out the damaged winding both side winding overhang projections to be measured and recorded. After new winding the projection to be cross checked and maintained.
    - d) Strip and rewind fan using electrolytic Cu >99.5% pure copper wire with F class insulation. Use nomex as slot liner and glass laminated wedges.
    - e) For TB change only glass epoxy or molded terminal boards are to be used.
    - f) Varnish fan with elmotherm F-class of Dr. Beck Make.
    - g) Make terminal if found damaged/ missing. All screws and nuts must be properly tightened after removing the damaged ones.
    - h) Screws, bolt and nuts if found missing shall be provided by the contractor free of cost basis.
  2. Scope of services: The contractor shall be responsible for unloading of equipments from UCIL vehicle at contractors' workshop, safe storage & handling of equipments during rewinding and loading of rewound motors on UCIL vehicle.
  3. Items required for rewinding of fans will have to be supplied by the contractor.
  4. The contractor shall effectively protect fans and materials under his custody from theft, damage or tampering. Contractor shall be held responsible for any loss or damage to motor/equipment taken by him for rewinding until the same is taken over by the owner according to contract.
  5. Complete fan will be sent to your workshop for rewinding. Rewinding should be done completely.
  6. Deviation: Should the Bidder wish to deviate from this specification in any way, he shall draw specific attention to such deviation.

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

**FORMS OF BID**

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

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

## SECRECY / CONFIDENTIALITY AGREEMENT

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

WITNESSETH:

WHEREAS:

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

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

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

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

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
- 4. Upon request of UCIL, \_\_\_\_\_(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.
- 5. Each party hereto shall not, without the other party’s prior express written consents, disclose or allow the disclosure of the existence of this Agreement.



6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For \_\_\_\_\_  
 (Name)  
 Designation

Witness:

1. \_\_\_\_\_  
 (Name)  
 Designation

2. \_\_\_\_\_  
 (Name)  
 Designation

2. For Uranium Corporation of India Ltd.

( Name)  
 Designation

Witness:

1. \_\_\_\_\_  
 (Name)  
 Designation

2. \_\_\_\_\_  
 (Name)  
 Designation

**MEDICAL CERTIFICATE OF FITNESS FOR EMPLOYMENT**

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

- i. Fit.....
- ii. Unfit on account of .....
- iii. Temporary unfit on account of .....

His/her marks of identification.

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

2. \_\_\_\_\_

and blood group is \_\_\_\_\_

**Medical Officer's**

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

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

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

**Registration No.** \_\_\_\_\_

**Schedule-B****MATERIALS TO BE SUPPLIED BY THE CORPORATION**

Sl. No.	Material Description	Quantity	Rate	Place of Issue
1	NIL	NIL	NIL	N.A.
2	NIL	NIL	NIL	N.A.
Total Cost			NIL	

**SCHEDULE-C**

**CORPORATION's T&P**

<b>Sl. No.</b>	<b>Description</b>	<b>Value</b>
1	Not Applicable	Not Applicable

### **SCHEDULE-F**

1. Accepting Authority	Uranium Corporation of India Limited
2. Market rate percentage addition to overheads and profit	10%
3. Security Deposit	10 (Ten) percent of the contract sums including earnest money
4. Date of Commencement	15 days from the date of award of W.O. or actual from the date of handing over the site whichever is earlier
5. Date of Completion	12 (Twelve) months from the date of commencement
6. Agreed liquidated damage	Up to a maximum of 5 percent of the contract
7. Defect Liability Period	Six (06) month from the date of completion
8. On account payment	4 R.A. Bills and final bill
9. Refund of Security Deposit	<ul style="list-style-type: none"><li>• 50% of S.D. shall be refunded to the contractor on the E.I.C. certifying in writing that the work has been completed as per condition 31 of G.C.C.</li><li>• Remaining 50% shall be refunded on expiry of defect liability period or after payment of final bill whichever is later.</li></ul>
10. ESIC	Not Applicable
11. Authority for appointing arbitrator	As per the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time



**URANIUM CORPORATION OF INDIA LIMITED**  
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**CIN: U 12000 JH 1967 GOI 000806**

**BILL OF QUANTITIES**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (in Rs.) in Fig</b>	<b>Rate (in Rs.) in Words</b>	<b>Amount (in Rs.)</b>
1.01	48" sweep 220V, 1Ph, ceiling fan	275	Nos.			
1.02	Rotor shaft for above	50	Nos.			
1.03	Bush for above	50	Nos.			
2.00	220V, 1 Ph Wall Mounting/ Exhaust Fan complete with rotor shaft and bush replacement (if required)	30	Nos.			

Note: - The rates quoted by the Tenderer shall be inclusive of all taxes including GST, duties and other statutory levies.

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**STANDARD FORMATS: BID SECURITY, PERFORMANCE SECURITY, ADVANCE**  
**PAYMENT SECURITY, FORM OF AGREEMENT**  
**PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE**

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

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

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

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

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

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

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

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

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

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

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

\_\_\_\_\_ Bank



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

**Bank's Common seal**

## PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract'). AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

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

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

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

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

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

**FORMAT FOR EXECUTION OF AGREEMENT**

ARTICLES OF AGREEMENT MADE AT JADUGUDA This \_\_\_\_\_ Day of \_\_\_\_\_ between M/s. **URANIUM CORPORATION OF INDIA LIMITED** (hereinafter referred to as the “**CORPORATION**” which expression shall includes its successors and assigns) of the part. And M/s. \_\_\_\_\_ Referred to as “**CONTRACTOR**” which expression shall include its successors and assigns) of the other part WHEERAS the Corporation is desirous that certain works should be constructed viz. \_\_\_\_\_.

\_\_\_\_\_ and has accepted a tender by the Contractor for the execution, Completion and Maintenance of such works.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement works and expression shall have the same meanings as are respectively assigned to them in the General and special conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and contused as part of this agreement, viz:
  - A. NIT No. \_\_\_\_\_ .
  - B. Tender Technical Part Opened On - \_\_\_\_\_
  - C. Tender Price Part Opened On - \_\_\_\_\_
  - D. Negotiation Meeting held with you on dated \_\_\_\_\_
1. Work Order No. \_\_\_\_\_ Date \_\_\_\_\_
2. W.O. Ref. No. \_\_\_\_\_ Date \_\_\_\_\_

In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Corporation to execute, complete and maintain the works in conformity in all respect with the provision of the contract.

1. The Corporation hereby covenants to pay to the Contractor in consideration of the execution, completion and maintenance of the works the contract price at the time and in manner, prescribed by the Contract.
2. All disputes arising out of the contract will be dealt in the manner as provided in the clause-52 of the General terms & Conditions of the contract.
3. This contract has been read to us and fully understood by us.

AS WITNESS OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Signed by the said M/s. Uranium Corporation of India Limited, Jaduguda Mines-832102, Dist. Singhbhum East (JHARKHAND)

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In the Presence of

(Witness Sign with Stamp)

Signature,

M/s (Contractor)

### INDEMNITY UNDERTAKING

As per requirement of clause of the general condition of the Contract forming part of the Agreement made at Jaduguda on \_\_\_/\_\_\_/\_\_\_ between the M/s **URANIUM CORPORATION OF INDIA LIMITED**, herein after referred to a **Corporation** and M/s \_\_\_\_\_ (Work Order No. \_\_\_\_\_ **Date** \_\_\_\_\_ of the above said Firm hereby undertake to indemnify the Corporation and hold harmless:

1. In respect of all and any Injury or Damage to persons or property and also in respect of any claim made in respect of Injury or damage under any Acts of the Government or otherwise and also in respect of any award of Compensation or Damage consequent upon such claim.
2. Against all claims which may be made against the Corporation by any member of the Public or other third party in respect of anything, which may arise in respect of the works, or any consequence thereof.
3. Against all claims which may be upon the Corporation whether under the workmen's Compensation Act or any other statute in force during the currency of the Contract or any Law in respect of any Employee of the Contractor or any sub Contractor.
4. In respect of any cost, charges of expenses arising out of any claim or proceedings and also in respect of any award of Compensation or damages arise there from.

I, \_\_\_\_\_ proprietor/ Partner/ Director hereby further undertake to effect and maintain and Insurance Policy at my own costs, until virtual completion of the Contract.

Signature of Witness:

Place:

Date:

Signature.

**(M/s Contractor)**

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

**SCHEDULES FOR SUPPLEMENTARY INFORMATION**

**DETAILS OF TOPIC OF CLAUSES**

This document shall be a part of the contract entered into between the Uranium Corporation of India Ltd and the contractor. The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

The General conditions of works contract include the following clauses:

**1. Definition of Terms**

**1.1 Purchaser/Company**

The 'Purchaser/Company' shall mean Uranium Corporation of India Ltd incorporated under the companies act, 1913 and having its registered office at PO Jaduguda, Distt – East Singhbhum, Jharkhand – 832102.

**1.2 Contractor/Supplier**

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

**1.3 Sub Contractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

**1.4 Contract**

The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.

**1.5 Engineer / Engineer-in-Charge (EIC)**

The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.

**1.6 Tender Specification**

The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

**1.7 Contract Specification**

The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract

**1.8 Letter of Intent (LOI)**

The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.

**1.9 HO/CO**

The term “HO/CO” shall mean Head Office /Corporate Office, at PO Jaduguda, Distt – East Singhbhum, Jharkhand – 832102

1.10 Site

The term “Site” shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

**2. Contract**

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

**3. Standards**

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

**4. Scope of Order and Specifications**

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

**5. Inspection of site**

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

**6. Assignment and Subletting**

6.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.

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

**7. Prices**

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

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

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

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

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

**8. Taxes, duties & levies**

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

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

The supplier shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the reimbursable amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall be deducted from his bill.

**9. Performance test**

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

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

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

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

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

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

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

**11. Correspondence**

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

**12. Accident or Injury to Workmen**

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

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

**13. Compliance with Statutory and Other Regulations**

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

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

**14. Security regulations**

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

**15. Method of black listing vendors**



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

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

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

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

## **16. Secrecy**

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

## **17. Indemnity**

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

## **18. Death, Bankruptcy, etc.**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

## **19. Arbitration**

Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution Clause, between the parties to the Contract, arising out of or relating to the work as per provisions of the Contract or matters related thereto whether during the period of the Contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

Appointment of Arbitrator shall be made as per the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time.

## **20. Jurisdiction**

Jurisdiction shall be within the court where either the work site is situated or the supply of materials is being made.

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

Dear Sir,

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

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

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

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 831 012 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd PO Jaduguda, Distt- East Singhbhum Jharkhand- 831 012 Email: cvo@uraniumcorp.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,  
For Uranium Corporation of India Ltd

Name -----

Designation -----

## MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES

1. The Service Provider shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the Services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties.
2. The Service Provider is liable to disclose in case he has been banned by any of the organizations under any of the Services rendered by the Service Provider. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.
3. The Service Provider shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the Contract from time to time.
4. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
5. The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
6. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Buyer suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider shall be liable to reimburse to the Buyer for the same. This is subject to the limitation of each Contract.

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Department of Atomic Energy**  
**CIN: U 12000 JH 1967 GOI 000806**

**DOCUMENTS TO BE FURNISHED BY THE BIDDER**

Sl. No.	Details of Documents	Submitted (Yes/ No)
1	Copy of PAN	
2	Copy of valid GSTN	
3	Copy of cancelled cheque	
4	Documentary evidence in support of past experience of the Bidder in similar nature of completed job in any Central/ State Govt Organization/ PSU/ Public Listed Company.	
5	Documentary evidence in support of average turnover.	
6	Documentary Evidence in support of at least one (01) income-tax return filed during the last three years ending on 31st March of the previous financial year	
7	Documentary evidence of Geographic Presence	
8	Undertaking that if the information/ declaration/ scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action	
9	Undertaking (Format given in Forms Section), to the effect that the bidder will not provide any gift and/ or influence any employee of the company in connection with securing any decision in its favour	