



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/31

Dated/दिनांक : 27-

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-11-2023 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-11-2023 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Pmo
<b>Department Name/विभाग का नाम</b>	Department Of Atomic Energy
<b>Organisation Name/संगठन का नाम</b>	Uranium Corporation Of India Limited
<b>Office Name/कार्यालय का नाम</b>	Jaduguda
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Repairing of Self Starter and Alter of Underground Diesel Equipment
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s) 3 Day(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requ in ATC),Additional Doc 2 (Requested in ATC),Additional Doc (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his el for exemption must be uploaded for evaluation by the buye
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	867735
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
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EMD Amount/ईएमडी राशि	10000
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

DGM A/c's

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO  
(Works Account Section)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 price. [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation.

Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1697709614.pdf](#)

**GEM Availability Report ( GAR):**[1697709814.pdf](#)

**Instruction To Bidder:**[1697710142.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1697710151.pdf](#)

**Scope of Work:**[1697710160.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1697710167.pdf](#)

**Payment Terms:**[1697710176.pdf](#)

**Penalties:**[1697710181.pdf](#)

**Buyer's Competent Authority Approval:**[1697710206.pdf](#)

**Service Level Agreement (SLA):**[1697710334.pdf](#)

**Custom Bid For Services - Repairing Of Self Starter And Alternator Of Underground Diesel Equipment ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repairing of Self Starter and Alternator of Underground Diesel Equipment
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषितो/रिपोर्टिंग अधिकारी**

S.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अति आवश्यकता
1	Samant Hembram	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 per cent the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Uranium Corporation of India Limited  
Account No.  
33135840169  
IFSC Code  
SBIN0000227  
Bank Name  
SBI Jadugoda  
Branch address  
P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832102

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (bes PBG which is allowed as per GeM GTC). DD should be made in favour of

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
JADUGODA Branch of State Bank of India (Jadugoda Branch Code no 0227)  
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to en: delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Pre-Qualification Criterion (POC):**

- The bidder should have PAN (Permanent Account Number), GST Number and Provident Fund Registration Nur Jharkhand only.

2. The average annual financial turnover during the last 3 years should be at least Rs 3 Lakh.

Bidder shall submit signed copy of Audited Annual Report for last 03 (three) consecutive financial years ending March 2023 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidder for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not able to submit the above, for genuine reason to be specified in writing, Chartered Accountant's certificate, in original, may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the detail of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.

3. The bidder should have experience of having successfully completed similar works during last 7 years last date previous to the one in which applications are invited should be of the following:

a) One similar completed works costing not less than the amount equal to **Rs.6.94 Lakh.**

**Or**

b) Two similar completed works each costing not less than the amount equal to **Rs.4.34 Lakhs.**

**Or**

c) Three similar completed works each costing not less than the amount equal to **Rs.3.47 Lakhs.**

i) Similar work means "work for repairing of mechanical parts".

ii) To support their experience criteria, bidder should submit copies of relevant Contracts & Agreements, along with evidence in respect of satisfactory execution of each of those contracts, in the form of copies of all the documents (indicating respective contract number and type of services), such as

**a.** Satisfactory completion/ performance report. In case work is continuing at the time of bidding, bidder should submit satisfactory performance certificate from the existing client for executed work period & contract (or)

**b.** Proof of release of performance security after completion of the contract (or)

**c.** Proof of settlement/ release of final payment against the contract (or)

**d.** Any other documentary evidence that can substantiate the satisfactory execution of each the contract cited.

**e.** If time period of two or more contracts are overlapping then common period will be considered as one period only.

1. **GEOGRAPHIC PRESENCE:**

Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder should be located and registered within the 100 KM radius of UCIL Turamdih unit. Documentary evidence must be submitted in the form of Municipality trade license or other such documents as per the following which satisfies as evidence of having the office establishment.

**I. Trade License issued by the local authority in the name of the Firm or**

- II. **Landline phone number in the name of the Firm or**
- III. **Electricity bill for last one year in the name of the Firm or**
- IV. **GSTIN registration.**

5. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

**Scope of work**

- 1 Collection of the defective self-starter and alternator from site.
- 2 Dismantling, cleaning, overhauling.
- 3 Repair /Replacement of defective spare parts.
- 4 Any other activity/work necessary to maintain the job etc.
- 5 Checking, Testing, Part no/ID Tagging.
- 6 Transporting to site.

Defective spare shall be kept and handover to site every 3 month

**Special Conditions of Contract**

1. The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing transportation, physical condition of the site conditions of the ground, quality and quantity of surface to be encountered, the character of equipment and facilities needed primarily to and during the progress of the work, and all other matters which can be in any way affect the work the cost thereof under the contract. Tenderer must have employed persons with full knowledge and experience to carry out these jobs.
2. VALIDITY OF TENDER: The offer shall be valid for at least Six Months.
3. Period of Contract: Time of completion for this work shall be 01 (One)Year.
4. TENDERER'S ADDRESS: Tenderer's with valid address and telephone number (s) for contacting them for 24 hours shall be given then only their case will be considered. Tenderers without valid address and telephone numbers shall be rejected.
5. **Performance Security (Security deposit):** Total amount of Performance Security will be 10 % of the award value of work. The contractor has to deposit 5% of the total value of work as initial Performance Security in the DD/DAC/TDR/FOR from SBI or any Indian nationalized bank at the time of agreement within 15 days of issue of work order. In addition to the above further amount to the extent of 5% of the value of work shall be deducted from Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of Performance Security is realized / retained by the Corporation.

6. Income Tax, Sales Tax will be deducted as per norms of the Corporation, if applicable.
7. The quoted rate must be inclusive of all taxes and duties. The quoted rate must also be inclusive of GST applicable. UCIL shall not pay any GST.
8. Contractor has to give a certificate of liability for damage done by their employees/workers. Contractor to provide detail address of their employees/workers engaged for this work.
9. No tools and tackles will be provided by the corporation for this work except whereas otherwise stated in tender document and contractor has to arrange the same at their own cost.
10. Interim Periodical stoppage of work for any reason during the execution or non-availability of site for more than 30 days or any extra claim will be entertained by Corporation. Bidders should quote their rate considering the same.
11. **Details of work:** As mentioned in Scope of Work.
12. **Period of contract:** Time of completion for this work shall be 01 (One) Years.
13. Working time will be six days in a week.

#### 14. **Payment terms:**

Only one bill shall be payable every month against submission of duly certified bill after joint measurement. Payment shall be payable only through e-payment. The decision of Engineer In charge in this matter shall be final.

15. **Warranty:** After repairing it will be covered with warranty of minimum one week of operation/Three months from supply at site which is earlier. 1.5 times quantity of starter and alternator shall be repair against free of cost in case found defective after repaired.

16. During execution of the contract, if it is observed that contractor is not able to supply required number of workers and work is getting hampered. Then the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management to complete the work order.

17. Party shall submit labour insurance policy before commencement of work. Failing of this outstanding requirement will not be release.

18. The safety appliances, consumables, tools & tackles will be in the scope of UCIL.

19. All the work shall be executed as per existing site conditions and no extra claim shall be entertained.

20. All Safety precautions should be maintained during execution of work. Contractor should arrange applicable Safety appliances like Safety belt, helmet, gloves and gumboot etc at their own cost for this work. Contractor shall not provide any safety appliance under any circumstances. All the jobs must be done with utmost safety precautions as stipulated by DGMS, AERB and other statutory authorities.

21. Contractor shall be solely responsible for any damages, theft, pilferage during lifting, loading, unloading and transportation of materials, machine. Proportionate amount shall be recovered for such damage from final payment and discretion of Engineer-in-charge in this matter will be final.

22. All the rates quoted by Tenderer shall be inclusive of necessary staging, scaffolding and all other arrangements whichever is necessary to complete the work at no extra cost to the corporation for any item of the work.

23. In case of stoppage of work by local people/Bandh or any other reason, no idle charges will be paid by Corporation towards Labour, Plant and Machinery etc. to the contractor for this work.

24. No carriage/transportation for any material except otherwise stated in schedule of quantities shall be by the corporation. Contractor should quote their rates for the item accordingly.
25. Contractors shall strictly abide by the security rules and regulations enforced by the owner.
26. MEDICAL CARE: The contractor shall be fully responsible for first aid and emergency medical treatment of employees. Necessary arrangement for this purpose shall be made by the contractor at the site. In case medical facilities of UCIL may be available on chargeable basis.
27. There will be 06 (Six) months defect liability period for this work.
28. The contractor shall draw the material either on chargeable basis or free of cost from the departments at Jaduguda/Narwapahar/Turamdih as stipulated in the contract from time to time depending upon requirement at site. Transportation of material from Turamdih stores to the work site shall be done by the contractor only. Drawal of material surplus to the requirement is prohibited. If, however, after completion of surplus material/scrap are left with the contractor, the same must be returned to the stores or as directed by engineer-in-charge.
29. MODE OF PAYMENT AGAINST RA BILLS: Bill payment shall be payable only through e-payment. Contractor to submit their e-payment details to Accounts Department Jaduguda/Turamdih. Required documents for e-payment: (i) Application for e-payment (ii) Cancelled Cheque (iii) Pan Card Xerox. If already registered with the department then please ignore.
30. The value of contract is only estimated value for a period of one year and it may vary to the extent of 10% of the total value of contract.
31. All the rates quoted must be firm for the whole period of contract.
32. Normal working will be six days a week. However, the contractor may be required to deploy workmen on seven days, if the need arises. Sometimes it may be required that due to unavoidable reasons the work could not be completed during a shift and in such cases, the contractor may be asked to deploy workmen in C shift also.
33. All other terms and conditions shall be applicable as per General Conditions of UCIL's tender norms.
34. In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions; Additional Terms & Conditions (ATC), then UCIL's ATC shall supersede all GeM SLA conditions and shall prevail on the contractor.

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**General Conditions of Contract**

A) **INTERPRETATIONS AND DEFINITIONS**

1. **Singular and Plural**

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

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

Heading and marginal notes to these General Conditions shall not be deemed to form part thereof and shall not 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 Jadugoda Mines, Post office and Town Jadugoda Mines - 832102, in the

of Jharkhand and includes a duly authorized representative of the Corporation or 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 mentioned in Schedule - F.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and all 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 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, under whom the works and shall include legal representatives of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted as 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 Bill of Materials 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 mentioned in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of holidays observed in that day.
  - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities mentioned in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the items.
- 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 earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control excepted 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 mentioned in Schedule of Rates 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 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 for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution and 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 and in any case may be and shall include all extra or additional, altered or substituted works or temporary works.

nt works as required for performance of the Contract.

B) **SCOPE AND PERFORMANCE**

4. **Contract Documents:**

The Contractor shall be furnished, free of charge, two certified true copies of the Contract documents standard specification, the Schedule of Rate and of all further drawings, which may be issued during progress of the works. He shall keep one copy of the Documents on the site in good order and the same shall be available for inspection and use by the Engineer-in-Charge, his representative or 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 see to it that they do 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 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 of empties, hoisting, setting, fitting and fixing in position and all other labourers necessary in and in the full and entire execution and completion as aforesaid in accordance with good practice and recognized standards.

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 means of access to the site, the accommodation he may require, availability of labour, water, electric power etc. 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 error 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 relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete item 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 rate of 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 shall, except as otherwise provided, cover all his obligations under the Contract and all matters as may be 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, accident 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 period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. 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 drawing being followed preference to small-scale drawings and the figured dimensions in preference to wing measured scale 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 Competing 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 release the Contractor from the execution of the whole or any part of the works committed here in according to drawings and 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 or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be stated in accordance with the following rules:

- a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the description in words shall prevail.
- b) In the event of error occurring in the amount column of Schedule of Quantities as a result of wrong quotation of the Unit rate and quantity, the Unit rate shall be regarded, as firm and extension shall be made on the basis of the rate.
- c) All errors in totalling in the amount column and carrying forwarded totals shall be corrected.
- d) The totals of various sections of Schedule of Quantity appended and amended shall be carried over to the general summary and the tendered such amended accordingly. The tendered sum so altered shall for the purpose of the tenders be substituted for sum originally tendered and considered for acceptance in the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in general summary by the Tenderer shall be ignored.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), if any error in quantities or any omissions of items be discovered, the cumulative effects of which vary by more than Rs. 1000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations 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 original estimates in the prices inserted by the Contractor in the Bills of quantities.

9. **Performance Security (Security deposit) :**

Total amount of Performance Security shall be limited to 10 % of the awarded value of work. Fifty per cent of this amount shall have to be deposited as initial Performance Security at the time of execution of agreement.

- (a) Acceptable mode of payment of Initial Performance Security.
  - i) For deposit up to Rs. 5000/- : Cash/Demand Draft payable at SBI or any other nationalized bank payable at Jamshedpur/Hartopa.
  - ii) For deposit beyond Rs. 5000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any nationalized bank of schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Contractor should submit Bank Guarantee issued by SBI, Jamshedpur/Hartopa or PNB, Jamshedpur or as mentioned in Paragraph 10.1).
  - iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by SBI, Jamshedpur/ Hartopa or Punjab National Bank, Jamshedpur. Bank Guarantee obtained from any Indian nationalized bank of schedule banks to be jointly, severally and with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of contract liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond the 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 5% of the running account bills till the full amount of performance security 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 under any other contract whatsoever may be deducted from or paid by sale of a sufficient part of the performance security or from the interest arising there from or from any sums which may be due or payable to the Contractor by the Corporation or any account whatsoever and in the event of his performance security be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within four weeks of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- (c) **Refund of Performance Security (Security deposit):**

Initial Performance Security shall be refunded to the Contractor on the Engineer-in-charge certifying 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 Account whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the Performance Security provided the Engineer-in-charge is satisfied that there is no 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 of 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 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 additional or substituted work which the Contractor may be directed to do in the manner above specified in the Contract shall be carried out by the Contractor on the same conditions in all respects including those which agreed to do the main work except as hereinafter provided. No work which radically change the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of a deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, the Contractor shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefor 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 to 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 total Contract sum plus
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

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

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involving 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 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 work actually awarded is higher or lower than the estimated amount of the works actually awarded. For lump sum Contracts based on item rates or lump sum Contracts based on Bills of Quantities (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 work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months after, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of the market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the specified 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 submitted 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 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 from the date of 15th day 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 later. If the Contractor commits default commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other remedy be at liberty to forfeit the Earnest Money/Performance Security absolutely.

13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall prepare 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 minimize in all cases in which the time allowed for any work exceed one month (save for special jobs) complete the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 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 execution not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work 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 efforts 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, 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 15 days of the date of receipt of such requests by the Engineer-in-charge.

14. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.

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 return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor shall be responsible for the safe custody and return of the T & P.

He shall 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 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 Security guard) during the period Corporation's T & P remain with the Contractor and any damage (fair wear and tear excepted) to any of the equipment shall be borne by the Contractor 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 return 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 specified) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or early 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, 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 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 certificate 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 agreement to be.

15.0 **MATERIALS:**

15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.

15(a)1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.

15(a)2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether sample approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for the materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by the Corporation. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

15(a)4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any 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 a claim being made or action being made or action being brought against the Corporation in respect of any matter 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 material amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties or materials obtained for the work shall be borne by the Contractor.

om any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Corporation other than those for which satisfactory proof has already been furnished, at the cost of the Contractor. The Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the tests.

15(b) **Materials to be supplied by the Corporation:**

Materials to be supplied by the Corporation are shown in Schedule - B which also stipulates quantities of issue and rate(s) to be charged in respect thereof.

15(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge, all on payment before the materials are issued to the Contractor.

15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the different phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid materials, shall be set off or deducted, as and when materials are consumed in item of work for which payment has been made to the Contractor, or from any sums then due or which may after become due to the Contractor under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.

15(b)3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.

15(b)4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work) and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

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

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

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

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials. 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 so that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

15(c) **GENERAL**

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

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

15(c)2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed from 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 Corporation all-surplus materials originally supplied as per stipulation in the Contracts.

## 16. **LABOUR**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and 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 list 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 loss 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 provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided herein.

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 as made there under from time to time.

16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the 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 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 non-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 the 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 the 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 or Rules made there under, or made amended/amended from time to time, or furnishing any information or submitting or filling any 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 defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting or filling a materially incorrect statement, as may be fixed by the Labour Department and the Contractor shall be liable to 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 promotion 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 recover the cost thereof from the Contractor.

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report 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 report or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting Officer. All shall be final and binding and deductions for recovery of such liquidated damages may be made from the 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 to any other 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 structures 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 directed by the Engineer-in-charge and make good all damage done to the site.

18. **SETTING OF THE WORKS:**

The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary for the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances and set out the work and be responsible for the accuracy of the same. He shall amend at his own cost to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccuracy in setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge. In 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 expense.

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 on 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 or 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 work 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 watchmen 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 supervisory staff of sufficient experience of all types of works covered by this Contract and they should possess 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. **INSPECTIONS 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 authorised 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 work which is about to be covered up or put out of view and for examination of 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 foundations. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense and measurement 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 measurement.

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 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 or to make any variation to 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 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 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 deprive the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the removal, 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 or vary his 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 to

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 performance of his duties and such person shall not be again employed upon the works without the 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 directed by the Engineer-in-charge and shall re-instate and make good such opening to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view or is 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 issue to 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 items the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, until the work be considered to be complete till the Contractor shall have removed from the premises on the site all scaffolding, sheds and surplus materials, except such as are required for the execution of the work, as shall have been erected by the Contractor, the workmen and all dirt from all parts of building(s), in upon or about which the work has been executed or of which the Contractor has had possession for the purpose of the execution thereof, including cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys cleaned and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for 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 work the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffolding, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the amount 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 shall have possession of any part of the same (any such parts being hereinafter in this conditions referred to as relevant part) then not withstanding any thing expressed or implied elsewhere in this Contract.

31.2 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) 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 relevant part only and for no other.

(d) For the purpose of ascertaining compensation for delay in completion of the work relevant part shall 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 that condition.

32. **COMPENSATION FOR DELAY**

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delay 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 the contract (excluding taxes and duties)

(b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the contract 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 if the work is completed beyond the agreed contract period. This aspect should be brought out in the tender document.

(d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the contract and L.C.

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

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

(g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent to the Engineer-in-charge (T)/D (F).

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 mentioned in hereto from the certified date of completion and intimation of which has not been received by the Contractor within seven days of the expiry of the said period by a letter sent by hand delivered registered post. There will be 06 (Six) months defect liability period for this work

34. From commencement to completion of the works, the Contractor shall take full responsibility for the safety of the works 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 or to the Corporation's 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 the same state and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.

34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the Corporation's T & P (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials and equipment at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against fire, theft, and all other risks or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the premium for 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 in excess of the amount mentioned in Schedule - F the 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 those insured 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 construction of the 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 of any nature 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 litigation 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 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 payable by the Corporation.

nder 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 - 1948, E.P.F and M.P. Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workmen or other persons employed on 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 of money 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 for 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 the end 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 he shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain an 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 policies 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 to discharge the amount so paid by the Corporation from any money due or which may become due to the Corporation 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, provide all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of other persons under her properly authorized authority or statutory body which may be employed at the works or on execution on any work not included in the Contract or of any Contract which the Corporation may enter into in 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, rule, regulation, order, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the Contract; drawings necessitating 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 bye-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 or other actions to be taken on its behalf may be given or taken by Engineer-in-charge or any officer for whom he is 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 registered post to the last known place of above or business of the Contractor shall be deemed to have 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 attend 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 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 furnish a certified true copy of such instructions.

39. **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION OF 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 completion of 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 an award of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, which he might have derived 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 sheds, 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 brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for use or for storage 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 material 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 the materials whilst in the custody of the Contractor.
    - ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of 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 wear and tear shall be returned by the Contractor to the Corporation at rates not exceeding those at which they were originally issued less allowance for any deterioration or damage which may have been caused to the materials while 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, wages sheets, time sheets and other relevant documents as may be necessary to enable him to certify the 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, 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 out of the estate of the deceased Contractor and/or to the surviving partners of the Contractor 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 be liable to pay any compensation out of the estate of the deceased Contractor and/or the surviving partners of the Contractor or be 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 giving 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 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 agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the mode 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 - bona fide methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be declared insolvent or be placed in liquidation or 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) or any Insolvency Act for the time being in force or make any conveyance or assignment of his estate or any composition or arrangement for the benefit of his creditors or purpose so to do, or if any application is made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust is declared in favour of him or if a trust is executed by him for benefit of his creditor, shall be given to the Contractor for value of the work done 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 to the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of the Corporation, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circuit order 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 incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the 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 the 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. there

/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, is recoverable from the Contractor for completion of the works or part of the works or in case the work of the works is not to be completed, the loss or damage suffered by the Corporation. In determining amount, credit shall be given to the Contractor for the value of the work executed by the Contractor upto the date of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tools 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, allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if 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, constructional plant, Implements, temporary building etc. and apply the proceeds of sale thereof, towards the satisfaction of any sum due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Corporation 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 be 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 work or any building in which they may be working or any building, road, fence etc. contiguous to the work or any 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 re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilful workmanship or that any materials are of inferior quality to that Contract for, or otherwise not in accordance with the Contract, that any defect, shrinkage or other fault have appeared in the work arising out of the use 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 or re-construct 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 re-construct with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

In case of repairs and maintenance works, splashes and droppings from white wash 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 being 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 that the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Contractor shall be recoverable from the Contractor and be adjusted or set off against any sum payable to the Contractor.

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 Contractor shall be deemed to have been assigned in contravention of condition 41(j) hereof and the same action shall be taken and the same consequences shall ensue as provided for in the said condition 41.

45. **TRAINING OF APPRENTICES:**

The Contractor shall during the currency of the Contract, when called upon by the Engineer-in-charge 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 the Government of 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 work 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 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 one 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 expressed in the Schedule of Rates/Specifications shall be deemed to have been prepared, measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standards Institution.

48. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned in Schedule - F on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange for the bill to be 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 amount which the Contractor is considered entitled by way of interim payment for all work executed after deduction here from the accounts already paid, the Performance Security and such other amounts as may be deemed to be due 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 signing an interim payment shall of itself be conclusive evidence that any work or materials to which it relates have been done 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 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..... Four months

b) Contract amount exceeding Rs. 5 Lakhs..... Six 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 payment or refund shall be made if the increase/decrease is not more than + 10% of the said price, and if reimbursement or refund shall be made only on the excess over + 10% provided that any increase will be payable if such increase has become operative after the Contract extended date of completion of the work 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 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 Performance Security 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 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 paid 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 bill one by the Contractor or alleged to have been done by him under the Contract, it shall be recovered from 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.

the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount paid to 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 amount then due or which may at any time thereafter become due before payment is made to the Contractor from him to the Corporation on any other Contract or amount whatsoever.

## **ARBITRATION AND LAW**

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### **52.1 ARBITRATION:**

Notwithstanding anything contained in this contract, all questions, 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 provided in the 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 provision 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 and 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 borne 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 works 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. Jurisdiction**

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

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URANIUM CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES DIST. - SINGHBHUM (EAST)

JHARKHAND - 832 102 CIN: U 12000 JH 1967 GOI 000806

# F O R M

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

Annex

## PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkh 32102 , India (herein after referred to as UCIL), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

We \_\_\_\_\_ Bank further agree with the UCIL that the UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercised by the UCIL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted.

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

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

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

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

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

Bank's Common Seal

URANIUM CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES DIST. - SINGHBHUM (EAST)

JHARKHAND - 832 102 CIN: U 12000 JH 1967 GOI 000806

Annexure

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_

(Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address)

(herein after referred to as 'The Tenderer') entered into a contract bearing reference no.

\_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ Uranium Corporation of India Ltd, a

company incorporated under Indian Companies Act, having its registered office at PO Jaduguda

Mines Distt - East Singhbhum, Jharkhand- 832102 , India (herein after referred to as UCIL), for

\_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with

UCIL a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a

Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract,

and whereas the supplier has chosen to submit a Bank Guarantee.

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

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

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

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

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

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

Consultant.

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

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

\_\_\_\_\_  
(Signature with name in Block letters with desi

Attorney as per power of Attorney No. \_\_\_\_\_d

Bank's Commoi

URANIUM CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES

DIST. - SINGHBHUM (EAST)

JHARKHAND - 832 102

CIN: U 12000 JH 1967 GOI 000806

Anr

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

Date:

To,

M/s. Uranium Corporation of India Ltd

PO Jaduguda Mines,

Distt -East Singhbhum

Jharkhand - 832102

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

URANIUM CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES

DIST. - SINGHBHUM (EAST)

JHARKHAND - 832 102

CIN: U 12000 JH 1967 GOI 000806

Ann

SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_th day of \_\_\_\_\_, 20- - by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand 832102, India (hereinafter called "UCIL") on one part and \_\_\_\_\_, a company duly incorporated under ....., with its registered office ..... (hereinafter called \_\_\_\_\_) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

A. UCIL intends to purchase \_\_\_\_\_ from \_\_\_\_\_ (Name of the company).

B. \_\_\_\_\_ (Name of the company) intends to produce \_\_\_\_\_ at their project in \_\_\_\_\_ (Name of the place) and intend to sell the same to UCIL

C. The parties, therefore, intend to enter into an MoU and subsequently an agreement for the sale and purchase of \_\_\_\_\_.

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

1. The term "Confidential Information" means:

(1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.

(2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.

2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that :

(i) at the time of its disclosure hereunder is in the public domain,

(ii) after disclosure hereunder becomes part of the public domain by publication or otherwise

through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),

(iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or

(iv) was received by the Receiving Party after the time of disclosure by a party hereto

("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

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

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of UCIL, .....(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.

5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.

8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

9. This Agreement shall be governed by and construed in accordance with Indian laws.

10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

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

Witness:

(Name)

Designation

1.

(Name)  
Designation

2.  
(Name)  
Designation

2. For Uranium Corporation of India Ltd.

Witness:

(Name)

Designation

1.

(Name)

Designation

2.

(Name)

Designation

URANIUM CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES

DIST. - SINGHBHUM (EAST)

JHARKHAND - 832 102

CIN: U 12000 JH 1967 GOI 000806

Ann

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not ;provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

#### Commitments of BIDDERS

3 The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair

means and illegal activities.

3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

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

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

#### 4 Previous Transgression:

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay order in favour of \_\_\_\_\_

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without

seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified by the RFP).

5.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of Indian Rare Earths

Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## 7 Independent Monitors

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

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

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

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

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

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

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the

parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

**8 Facilitation of Investigation**

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

**9 Law and Place of Jurisdiction**

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

**10 Other Legal Actions**

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

**11 Validity**

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

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

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

BUYER

BIDDER



9	Security Deposit	Ten (10 ) percent of the contract su
9(d).	Refund of Security Deposit	As per Clause 9 (c ) and (d) of GCOC
12.	Date of commencement	As per Work Letter of LOI
12.	Date of completion	12 (Twelve) months from the date o mencement
32.1	Agreed Liquidated damages	Upto a maximum of 5 Percent of the ract as per Clause-32
33.	Defect Liability Period	06 (Six) Month from the date of completic e work.
48.	On Account payment	As per Clause.29 of Special Conditio
34.	Insurance	Not Applicable
52.1	Authority for appointing arbitrator	Clause 52.1 of "Arbitration & Law"

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process: these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance with the law and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the law. सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**