

URANIUM CORPORATION OF INDIA LIMITED
TURAMDIH MINES
SECURITY DEPARTMENT

REF NO-UCIL/TMD/SO-03/2021

03 Jan, 2022

TO,

1.	M/s 6744/Rewant Kumar Security Agency C/o Shop No – F-8, 1st Floor Nisha Commercial Cum Residential Complex, Bariatu, Ranchi -834009 Email : krewant71@gmail.com	2.	M/s 6891/Subodh Bhatnagar Security Agency Office No: 102 Zoya Fashion, Near Hazi Shop, Manittota Doranda Rachi-834002 Email:Subodh 104@yahoo.com
3.	M/s 6310/Ravindra Kumar Security Agency, C/o Sri Sohan Lal Sah, S/o Late Tara prasad Sah, Gaarigaon, Pahan Toli, Po – Hotwar, Ranchi - 835217 Email : rkravi1962sa@gmail.com		

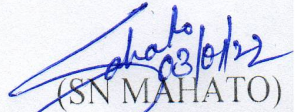
SUB-For Providing Security Services Including Deployment Of Security Personnel at Designated Areas of UCIL Colony, Turamdih Including UCIL Hospital, Water Treatment Plant, HPU, Talsa Tailing Dams, Turamdih, Banduhurang Open Cast Mines, Banduhurang, Mohuldih Mines, Mohuldih Etc.

Dear Sir,

With reference to the letter No - 2112 / SA / UCIL - 2021/JH /6744/6891/6310/Emp dated 31st Aug, 2021 received from JT. DIR DRZ (EAST) C/o HQ Bengal Area 248, AJC Bose Road, Alipore, Kolkata (WB) – 700027 with a copy marked to you, we hereby enclosed the NIT for the above-mentioned job. Hence, you are requested to please do the needful as per the enclosed NIT.

Thanking You.

Yours Truly
FOR URANIUM CORPORATION OF INDIA LIMITED


(SN MAHATO)
SECURITY OFFICER, TMD GROUP OF MINES

Copy to: -

1. DGM (I/P&IRs)
2. DGM (A/C)/HOD-F
3. ADDL. SUPDT. (C.P.)
4. ADDL MANAGER (System)
5. ADDL MANAGER PERSONNEL (CC & Security)

REF NO-UCIL/TMD/SO-04/2021

03 Jan, 2022

TO,
M/s 6744/Rewant Kumar Security Agency
C/o Shop No – F-8, 1st Floor
Nisha Commercial Cum Residential Complex
Bariatu, Ranchi -834009
Tel no – 0651 – 2540555
Mob no - 9910332962
Email : krewant71@gmail.com

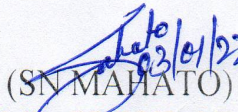
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Yours Truly
FOR URANIUM CORPORATION OF INDIA LIMITED


(SN MAHATO)
SECURITY OFFICER, TMD GROUP OF
MINES

ENCL:AS ABOVE.

REF NO-UCIL/TMD/SO-05/2021

03 Jan, 2022

TO,
M/s 6891/Subodh Bhatnagar Security Agency
Office No: 102 Zoya Fashion, Near Hazi Shop
Manittota Doranda Rachi-834002
Mob no - 8902568640
Email: Subodh 104@yahoo.com

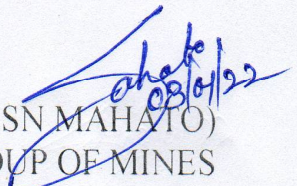
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Thanking You.

Yours Truly
FOR URANIUM CORPORATION OF INDIA
LIMITED


(SN MAHATO)
SECURITY OFFICER, TMD GROUP OF MINES

ENCL:AS ABOVE.

REF NO-UCIL/TMD/SO-06/2021

03 Jan, 2022

TO,
M/s 6310/Ravindra Kumar Security Agency
C/o Sri Sohan Lal Sah,
S/o Late Tara prasad Sah
Gaarigaon, Pahan Toli
Po – Hotwar, Ranchi - 835217
Mob no: 7352784847
Email: rkravi1962sa@gmail.com

SUB-For Providing Security Services Including Deployment of Security Personnel at Designated Areas of UCIL Colony, Turamdih Including UCIL Hospital, Water Treatment Plant, HPU, Talsa Tailing Dams, Turamdih, Banduhurang Open Cast Mines, Banduhurang, Mohuldih Mines, Mohuldih Etc.

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Thanking You.

Yours Truly
FOR URANIUM CORPORATION OF INDIA LIMITED


(SN MATATO)
SECURITY OFFICER, TMD GROUP OF MINES

ENCL:AS ABOVE.

URANIUM CORPORATION OF INDIA LIMITED
(A GOVT.OF INDIA ENTERPRISES)
PO-SUNDARNAGAR, TURAMDIIH MINES, DIST –
EAST SINGHBHUM JHARKHAND-832107

Telephone Nos-0657-2730122
FAX-O657-2730322
Website: www.ucil.gov.in
website www.uraniumcorp.in

NO- UCIL/TMD/SO-07/2021(NIT NO - I)

03 January , 2022

CIN :U 12000 JH1967 GOI 000806
NOTICE INVITING TENDER-1

Joint Director, Director Resettlement zone (East) JT. DIR DRZ (EAST) C/o HQ Bengal Area 248,AJC Bose Road Kolkata (WB) – 700027 sponsored Ex-Servicemen Security Agencies those who are sponsored infavour of URANIUM CORPORATION OF INDIA LIMITED (A Govt of India Enterprises, Under Department of Atomic Energy) vide **the Letter.- 2112/SA /UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021** of DGR, New Delhi. are invited for the execution of following work through e –tendering

	NAME OF THE WORK:-	
2	Estimated value of work	Rs 2,32,94,519 (for two years)
3	Earnest Money Deposit [EMD]	Not Applicable as per DGR Guideline
4	Cost of Tender document	Not Applicable as per DGR Guideline
5	Period of contract	Two years
6	Bid document download Start date	03.01.2022
7	Bid document download End date	27.01.2022
8	Bid submission start date	03.01.2022 at 03:00 PM
9	Bid submission end date	27.01.2022 up to [03.00 P.M]
10	Last date and time of submission of original Demand Draft against EMD and tender fee [if any] along with Hard Copy of supporting Document etc. (offline at office of GM (I/P&IRs), UCIL, Jaduguda.	27.01.2022 up to [03.00 P.M] As per DGR guide line
11	Bid opening date [Techno-commercial Part-I]	28.01.2022 at 03.30 P.M

Eligibility Criteria:

- The Ex –Servicemen Security Agencies (ESM Individual Proprietorship / ESM Private Limited Company / State Govt. Owned ESM Corporation) must be sponsored by DGR in favour of URANIUM CORPORATION OF INDIA LIMITED (A Govt of India Enterprises, Under Department of Atomic Energy)
- He must possess the DGR sponsorship **letter No 2112/SA/UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021** issued by DGR, New Delhi. for providing Security and allied services
- He should be bonafide, experienced, reliable, resourceful ESM Individual Proprietorship / ESM Private Limited Company / State Govt. Owned ESM Corporation sponsored by DGR .
- The Agency will have to deploy only Ex-Servicemen background Supervisors and Security Guard (With out Arms) having experience in Security Field . The total strength of ESM Security Personnel must possess sound health and physically fit to carry out Security duty in an large Industrial Undertaking .
- The Agency must have financially sound and should be able to bear the minimum burden of salary and related statutory deposits of about 24 Security Personnel for at least two months through its own resources with valid related licenses like ESI, EPF, GST ,Company / Establishment Registration , PSARA Ack / License , Income Tax Registration , etc as per DGR guide line

Documentary evidence in respect of DGR sponsorship in favour of UCIL should be uploaded . Tender received without DGR Sponsorship letter in favour of UCIL will be summarily rejected.

Bidders have to upload documentary proof of PAN No.,GST registration , PSARA Ack / License and EPF A/c No. and duly signed unconditional acceptance letter of UCIL's tender conditions or Authorization letter /Undertaking letter. Tender can be downloaded from UCIL e-proc site www.etenders.gov.in/e procure/app

The tenders are to be uploaded at UCIL e-proc site www.etenders.gov.in/e procure/app on or before due date fixed for receiving the bid . Physical submission of tender shall not be accepted.Tenderer shall upload a scanned copy of Bank demand draft for Earnest Money Deposit [EMD] on portal and enclose the original EMD and Tender Cost [if any] in an envelope mentioning NIT No. and name of the work in the super scribed and send [postal/physical] it along with Hard Copy of supporting documents etc. to the Office of GM[I/P&IRs] UCIL,Jaduguda ,East Singhbhum - 832102 which should reach on or before 03.00 P.M on **27.01.2022**. Offers will be opened on due date as mentioned above by the Corporation's authorized representative[s] in the presence of Tenderers who are present.

The successful Tenderer / Contractor shall have to comply with provisions of the Contract Labour (Regulation and Abolition) Act, 1970 ,E.P.F & M.P Act 1952 and Rules framed there under and other related Labour Laws including Provisions of Private Security Agencies (Regulation) Act, 2005 and Rules as applicable in the concerned State as per DGR guide line/Govt. directives.

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

For URANIUM CORPORATION OF INDIA LIMITED

Distribution:

To

M/s 6744/Rewant Kumar Security Agency, M/s 6891/Subodh Bhatnagar Security Agency, M/s 6310/Ravindra Kumar SecurityAgency, DGR Sponsored Security Agency Vide Letter No.-2112/SA /UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021.

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
Under Dept.of Atomic Energy.Govt.of India)
P.O. SUNDARNAGAR, TURAMDIH MINES - 832107
DIST. EAST SINGHBHUM (JHARKHAND)

LIMITED T E N D E R

F O R

PROVIDING SECURITY SERVICES INCLUDING DEPLOYMENT OF SECURITY PERSONNEL AT DESIGNATED AREAS OF UCIL COLONY , TURAMDIH INCLUDING UCIL HOSPITAL, WATER TREATMENT PLANT , HPU ,TALSA TAILING DAMS, TURAMDIH ,BANDUHURANG OPEN CAST MINES ,BANDUHURANG ,MOHULDIH MINES, MOHULDIH ETC.

1. To be submitted by 3.30 PM on 27 Jan 2022 to GM (INST/P IR'S) , UCIL , Jaduguda Mines , Jaduguda
2. Tenders shall be opened in presence of tenders who may be present 3.30 PM on 27 Jan 2022 in the office of GM (INST/P IR'S) UCIL , Jaduguda Mines.

Issue to :
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(SECURITY AGENCY SPONSORED BY DGR)

Signature of Officer Issuing
The Tender Document

Date:.....

CONTENTS

- A. Notice Inviting Tender
- B. Qualifying Parameters for DGR sponsored Agencies
- C. Form of Tender
- D. Article of Agreement
- E. General Information and Guidance of Contractor
- F. General Conditions of Contract
- G. Safety of Contractors Employees
- H. Special Conditions of Contract
- I. Deployment of security personnel
- J. Credentials /Information sheet with proof
- K. Schedule of Quantities

- THE TENDER DOCUMENT CONSISTS OF 49 PAGES NIT DATED **03-01-2022**. THE TENDERER IS REQUESTED TO CHECK ONLY TO ASCERTAIN THAT ALL PAGES ARE INTACT.
- THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.
- THE TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
- ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER SPONSORED BY DGR SECURITY AGENCY WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.

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URANIUM CORPORATION OF INDIA LIMITED (A GOVT.OF INDIA ENTERPRISES) PO-SUNDARNAGAR, TURAMDIH MINES,DIST – EAST SINGHBHUM JHARKHAND-832107	Telephone Nos-0657-2730122 FAX-0657-2730322 Website: www.ucil.gov.in website www.uraniumcorp.in
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NO- UCIL/TMD/SO-07/2021(NIT NO - I)

03 January , 2022

CIN :U 12000 JH1967 GOI 000806

NOTICE INVITING TENDER-1

Joint Director, Director Resettlement zone (East) JT. DIR DRZ (EAST) C/o HQ Bengal Area 248,AJC Bose Road Kolkata (WB) – 700027 sponsored Ex-Servicemen Security Agencies those who are sponsored infavour of URANIUM CORPORATION OF INDIA LIMITED (A Govt of India Enterprises, Under Department of Atomic Energy) vide **the Letter.- 2112/SA/UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021** of DGR, New Delhi. are invited for the execution of following work through e –tendering

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The tenders are to be uploaded at UCIL e-proc site www.etenders.gov.in/e procure/app on or before due date fixed for receiving the bid . Physical submission of tender shall not be accepted.Tenderer shall upload a scanned copy of Bank demand draft for Earnest Money Deposit [EMD] on portal and enclose the original EMD and Tender Cost [if any] in an envelope mentioning NIT No. and name of the work in the super scribed and send [postal/physical] it along with Hard Copy of supporting documents etc. to the Office of GM[I/P&IRs] UCIL,Jaduguda ,East Singhbhum - 832102 which should reach on or before 03.00 P.M on **27.01.2022**. Offers will be opened on due date as mentioned above by the Corporation's authorized representative[s] in the presence of Tenderers who are present.

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M/s 6744/Rewant Kumar Security Agency, M/s 6891/Subodh Bhatnagar Security Agency, M/s 6310/Ravindra Kumar Security Agency, DGR Sponsored Security Agency Vide Letter No.-2112/SA /UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021.

For URANIUM CORPORATION OF INDIA LIMITED

एस. एन. महतो S. N. Mahato

सुरक्षा अधिकारी / Security Officer

तुराम्दिह ग्रुप ऑफ़ माइन्स, ज़ादुगुडा

Turamdih Group of Mines, Jaduguda

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
Under Dept.of Atomic Energy.Govt.of India)
P.O. SUNDERNAGAR TURAMDIH MINES-832107
DIST. EAST SINGHBHUM,JHARKHAND.

NOTICE INVITING TENDER

1) Joint Director, Director Resettlement zone (East) JT. DIR DRZ (EAST) C/o HQ Bengal Area 248,AJC Bose Road Kolkata (WB) – 700027 sponsored Ex-Servicemen Security Agencies those who are sponsored in favour of URANIUM CORPORATION OF INDIA LIMITED (A Govt of India Enterprises Under Department of Atomic Energy) vide the letter No 2112/SA /UCIL/2021/JH/6744/6891/6310/EMP dated: 31st Aug 2021 of DGR, New Delhi. are invited for the execution of following work through e –tendering for providing Security Services including deployment of Security personnel at designated area of UCIL Colony Turamdih including UCIL Hospital ,HPU, Talsa Tailing Dam area , Turamdih, Banduhurang Open Cast Mines area, Banduhurang, Mohuldih Mines ,Mohuldih etc.

2) The tender shall be in prescribed form and it shall be valid for a minimum period of three months from the date of opening of tender, should the tenderer modify or withdraw his tender within the said period of three months from the date of opening the tender, Earnest Money deposited by the tenderer with tender shall be forfeited if deposited.

3) The works are required to be completed within **two years** from the fifteenth day after the date on which the Officer – in- charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Corporation in the tender documents.

4) The Agency should be bonafide ,reliable ,resourceful and reputed ESM Individual Proprietorship / ESM Private Limited Company / State Govt. Owned ESM Corporation sponsored by DGR. Not more than one tender shall be submitted by a firm of Contractors/Agencies.

5) Chairman and Managing Director shall be the Accepting Authority hereinafter referred to as such for the purpose of this contract. He is also an Authority for appointing Arbitrator for the purpose of this contract .

6) Application for issue of tender documents shall be submitted to **GM (INST/P & IR'S) / Addl. Manager Personnel (CC & Security)** so as to reach his office not later than **27 Jan, 2022 forenoon.**

7) A tenderer shall produce an Income Tax Clearance Certificate before tender documents can be issued to him.

8) Tender documents consisting of special terms and condition ,qualifying parameters , schedule of quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection and issued from **03-01-22 and up to 27-01-22** at 03.00 PM

9) Copies of the documents pertaining to the works signed for the propose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following office during working hours between the dates mentioned in clause 8 above.

(a) SECURITY OFFICE ,UCIL ,TURAMDIH

10) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the practicability to executive the work and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11) Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope of work to be done and of considerations and rates etc. and local conditions and other factors bearing on the execution of the works.

12) A tenderer should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite total given. Special care shall be taken to write rates in figures as well as words and the amount in figures only. The total amount shall be written both in figures and in words. In case of words 'paise' after the decimal figures,

e.g. Rs.2.15 P and in case of words, the words, the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by word 'only' it should invariably be upto two place of decimal.

- 12) All rates should be quoted on the tender form.
- 13) In the case of item rate tenders, only rates quoted shall be considered, any tender containing percentage below/above the rates quoted is liable to be rejected.
- 14) The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this conditions shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.
- 15) Tenders shall be received by Receiving authority, Administration Department upto 3.00 PM on 27th Jan 2022 (date) and shall be opened at 3.30 PM on 27th Jan 2022 in the presence of tenderers who may present.
- 16) E.M.D : ESM run security agencies sponsored by DGR are not required to deposit any EMD as per DGR guide line mentioned in Page 23 and para 71 of DGR Book.
- 17) Failure of the successful tenderer to carry out the tendered work shall entail forfeiture of the Earnest Money if any and Security Deposit entirely.
- 18) The Uranium Corporation of India Limited, Jaduguda is connected by both rail and road links and is situated on the Howrah-Mumbai line of S.E.Railway at a distance of 232 KM from Howrah and 27 KM from Tatanagar. The name of the Railway Station is Rakha Mines , Jaduguda is at a distance of about 30 KM from Tatanagar by road on Tata – Musaboni Raod (bhaia Hata). The main plant is located at about 5 KM from the Rakha Mines Rly Station.
- 19) Uranium Corporation of India Limited, Jaduguda will return the Earnest Money if any without any interest, to unsuccessful tender on production by the tenderer of a certificate or **GM (INST/P & IR'S)** / Manager(Security) JAD that all tender documents have been returned.
- 20) A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected.
- 21) The Corporation does not bind themselves the accept the lowest or any tender or to give any reasons for their decision.
- 22) The Corporation receive to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 23) Sales Tax/GST or any other tax on materials in respect of this contract shall be payable by the Contractor and the Corporation will not entertain any claim whatsoever in this respect.
- 24) This notice of tender shall form part of the contract documents.

For and on behalf of
CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED

Signature:.....

Designation:.....

Date:

QUALIFYING PARAMETERS FOR DGR SECURITY AGENCIES

- The DGR sponsored Agency must be through knowledge of Industrial Security.
- The Agency must have the capacity of supplying 90 % Ex-Servicemen as per DGR norms and the rest 10 % may be from Paramilitary Forces and not from civilian cadre.
- The Agency must be financially sound to bear the minimum burden of salary and related statutory deposits of about 24 security personnel ,for at least two months through its own resources
- Any other information which may strengthen the offer of the Agency may be furnished .
- The Agency must submit copy of labour license soon after the induction
- Furnish copy of Income Tax Return for the last 5 years in respect of the Proprietor.
- The Agency may submit its organizational Chart including detailed information about the Training Centre if established where Security personnel are trained.
- The present status of Agency in the light of Security Service being provided to Public Sector Undertaking /Govt Departments/private Companies if any.
- The Agency should have appropriate valid license from the DGR for doing these types of jobs. Other licenses as applicable to the Security Agency including Registration for GST , EPF , Group Insurance, ESI, In-Come Tax Registration (PAN) , ,should also remain valid with the agency.
- The Agency should be bonafide ,reliable ,resourceful and reputed ESM Individual Proprietorship / ESM Private Limited Company / State Govt. Owned ESM Corporation sponsored by DGR.
- The DGR sponsored Agency must be capable of ensuring all the provisions of Private Security Agencies (Regulation) Act,2005 and Rules as applicable in the concerned State.
- DGR norms should be strictly adhered to .They should not give any scope of complaint and work under DGR guide line.

FORM OF TENDER

To,

The Chairman & Managing Director,
M/s Uranium Corporation of India Limited,
P.O. Jaduguda Mines,
Dist. Singhbhum East (Jharkhand)
Pin – 832102.

Dear Sir,

With reference to the Limited tender invited by you on the basis of DGR sponsorship provide SECURITY SERVICES INCLUDING DEPLOYMENT OF SECURITY PERSONNEL AT DESIGNATED AREAS OF UCIL COLONY, TURAMDIH MINES TURAMDIH INCLUDING UCIL,HOSPITAL ,WATER TRATMENT PLANT ,HPU, TALSA TAILING DAMS, TURAMDIH PLANT, ,TURAMDIH ,BANDUHURANG OPEN CAST MINES ,BANDUHURANG ,MOHULDIH MINES,MOHULDIH ETC. I/we have examined special conditions and General conditions, Articles of Agreement, Tender Notice, specification and schedule of Quantities including special terms and conditions ,qualifying parameters etc for the above work. I/we hereby offer to execute the whole of the said works in conformity with the said special conditions, Articles of Agreement, General Conditions, Tender Notice, Specification and Schedule of Quantities for the sum of Rs..... at the respective rates mentioned in the schedule of quantities.

I/we undertake to complete the whole work comprised in the contract within calendar months from the date of commencement of work.

I/we do hereby agree that the Security Deposit if any shall be forfeited by me/us if the event of the Uranium Corporation of India Limited accepting my/our tender I/we fail to execute the Contract when called upon to do so.

I/we hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written letter of acceptance thereof, shall constitute a binding contract between us.

We/I understand that you are not accept the lowest or any tender you may receive.

Yours faithfully,

Signature:.....

Address:.....

.....
.....

Name of partners of the Firm

- 1.....
- 2.....
- 3.....
- 4.....

ARTICLES OF AGREEMENT made at
.....this.....
day.....of.....20.....
between.....(hereinafter referred
to as the Corporation which expression shall include its successors and assigns) of the one part
and Messers.....

(hereinafter referred to as contractor which expression shall
including its successors and assigns) of the other part. WHEREAS the Corporation is desirous
that certain services should be taken viz provide Security Services INCLUDING DEPLOYMENT
OF SECURITY PERSONNEL AT DESIGNATED AREAS OF UCIL COLONY, TURAMDIH MINES
TURAMDIH INCLUDING UCIL,HOSPITAL ,WATER TREATMENT PLANT ,HPU, TALSA TAILING
DAMS, TURAMDIH ,BANDUHURANG OPEN CAST MINES ,BANDUHURANG ,MOHULDIH
MINES,MOHULDIH ETC.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to :
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz :
 - (a) Tender Notice–NO- **UCIL/TMD/SO-07/2021(NIT NO - I) Dated 03 Jan, 2022**
 - (b) The Qualifying parameters
 - (c) The Tender
 - (d) The General Conditions of Contract
 - (e) The specifications
 - (f) The special terms and conditions of the contract
 - (g) The schedule of Quantities
 - (h) Design Data and Technical specifications (if any)
 - (i) General Information and Guidance for Tenderers
 - (j) Credentials /Information sheet
 - (k) Any other document specification mentioned herein as forming a part of the Agreement.
3. In consideration of the payments to be made by the corporation to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Corporation to execute ,maintain and complete the works in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the execution and completion of works, the contract price at the times and in the manner and prescribed by the contract.
5. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR hand this.....day of 2021.....signed by
the.....said..... URANIUM
CORPORATION OF INDIA LTD.....

In the presence of

Signature by the said CONTRACTOR.....in the presence
of.....

GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

The information given below is only for the Tenderer's guidance and shall not relieve him of the responsibility for fully detailed first hand site investigation of his own before tendering.

1. Rates: The tenderers are required to quote the rates against all items of the schedule of Quantities in words and figures clearly, failure in this respect is liable to render the tender incomplete.
2. The tenderer shall submit alongwith the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, condition of contract etc. or Schedule of Quantities is required, the same can be obtained by the Tenderer's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (partnership) it must be signed separately by each member thereof, or in the behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclosed that the firm is duly registered under the India Partnership Act.
5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown therein are approximate only, being given as an indication of the scope of the work in accordance with his estimate of their cost of that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it the rate stated for the particular item of work, subject only to any adjustments that may be provided for in the General conditions. It is to be clearly understood that no work will be paid for under more than one item or more than once under any item.

7. The EMD as per DGR guide line

8. **SECURITY DEPOSIT/EMD DEPOSIT/contract Performance Guarantee [CPG]/Bank Guarantee** : The amount of Security deposit/EMD deposit/contract Performance Guarantee [CPG]/Bank Guarantee Deposit shall be 10% of the one month wage Bill as per DGR Guide line.

Upon acceptance of the tender, the successful tenderer shall within ten days of the written acceptance of his tender, deposit with the Corporation the requisite amount of 10 % of one month wage Bill. Such sum shall be deposited by the Contractor in any of the forms stipulated hereunder.

Acceptable mode of payment of Security Deposit:-

- i) For Security Deposit: Cash/pay orders/Demand Draft upto rupees five thousand only payable at State Bank of India, Jaduguda or Hartopa, East Singhbhum, Jharkhand.
- ii) For Security Deposit: Deposit at call/Term Deposit etc. beyond Rupees five thousand of any Nationalized Bank duly and up to rupees one lakh only Pledged in favour of Uranium Corporation of India Limited.

iii) For Security Deposit:

Bank Guarantee issued by State
beyond rupees one lakh
Bank of India, Jaduguda
/Hartopa or Punjab National
Bank, Jamshedpur.or Bank Guarantee
issued by any other Nationalised Bank
shall also be acceptable provided it is
Countersigned by the Regional
Office of the concerned bank.

The full amount of Security Deposit will be retained by the Corporation.

Contractor shall be permitted to submit Bank Guarantee in the denomination of Rupees one lakh or simple multiple thereof, in exchange of Security Deposit. However, Bank Guarantee shall not be accepted for fractional sums less than Rupees One lakh

The officer inviting tenders shall have the right to reject all or any or the tenders, and will not be bound to accept the lowest.

The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in, and completed he shall request the Corporation to have this done before he completed and delivers his tender.

9. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time named in the contract. In compliance with this, the tenderer shall alongwith tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year the proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest years.
10. Each of the tender document is required to be signed by the person or persons submitting the tender in his/their handwriting in token of his/their having acquainted himself/themselves with the General conditions of Contract, General Specification, special conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to rejection.
11. The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the tender will be considered invalid. All erasures and alternations made while filling the tender must be attested by dated initials of the tenderer. Over-writing of figures is not permitted to comply with any of these conditions will render the tender invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained. Item rates should be submitted in duplicate and the 2nd copy shall necessarily be xerox/carbon copy of the original copy duly signed by the tenderer.

URANIUM CORPORATION OF INDIA LIMITED
[A Government of India Enterprise]
P.O. Turamdih Mines - 832107
Dist. East Singhbhum, Jharkhand

GENERAL CONDITIONS OF CONTRACT

A) INTERPRETATIONS AND DEFINITIONS

1. Singular and Plural

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

2. Heading and Marginal Notes to conditions:

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

3. Definitions:

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

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

B) SCOPE AND PERFORMANCE

4. Contract Documents:

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

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

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

5. Works to be carried out:

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

6. Inspection of site:

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

7. Sufficiency of Tender:

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations

under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

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

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

8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.

8.3 If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:

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

9. **Security Deposit:**

(a) The amount of Security deposit/contract Performance Guarantee [CPG]/Bank Guarantee Deposit shall be 10% of the one month wage Bill as per DGR Guide line, this amount shall have to be deposited as initial security deposit at the time of execution of agreement

(b) **Refund of Security Deposit** : One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the OIC certifying in writing that the work has been completed as per condition hereof etc.

(c) On expiry of the Defects Liability period or on payment of the amount of the final bill payable in accordance with condition whichever is later, the OIC shall , on demand from the contractor refund to him the remaining portion of the Security deposit provided the OIC is satisfied that there is no demand outstanding against the contractor.

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

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

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

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

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

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

item shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

11. **Suspension of works:**

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

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

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

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

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

13.2 If the works be delayed by

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

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

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

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

- 14.1 If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.
- 14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.
- 15.0 **MATERIALS:**
- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

- 15(a) 4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.
- 15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.
- 15(b) **GENERAL**
Materials required for the works, brought by the Contractor, 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(b)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 15(b) Materials brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Officer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.
16. **LABOUR**
The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.
- 16.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.
- 16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to

the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of 'The Employees State Insurance Act, 1948' as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.

16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

16.6 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.

16.7 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.

16.7.1 Model Rules for Labour Welfare:

The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as provided under the Rules framed by the appropriate government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

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

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

- i) That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him
- ii) That such use or occupation shall not confer any right of tenancy of the land to the Contractor
- iii) That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- iv) That the Contractor shall have no right to any construction over this land without

the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.

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

18. **SETTING OF THE WORKS:**

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

19. **SIDE DRAINAGE:**

All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor expenses.

20. **NUISANCE:**

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

21. **MATERIALS OBTAINED FROM EXCAVATION:**

Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.

22. **TREASURE TROVE, FOSSILS ETC.:**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately open discovery thereof and before removal, acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.

23. **PROTECTION OF TREES:**

Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1.0 Mtr. of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

24. **WATCHING AND LIGHTING:**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

25. **CONTRACTOR'S SUPERVISION - SUPERVISORY STAFF:**

The Contractor shall engage and keep at site, qualified technical staff/engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this Contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.

26. **INSPECTION AND APPROVAL:**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for

examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

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

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

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

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

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

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

28. **REMOVAL OF WORKMEN:**

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

29. **UNCOVERING AND MAKING GOOD:**

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

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

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

31.1 **COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of

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

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

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

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

(c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

(d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32. **COMPENSATION FOR DELAY**

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

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

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

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

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

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

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

PENALTY/ BONUS

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

33. DEFECTS LIABILITY PERIOD

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

34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may occur to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.

34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned. Same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.

34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923,

Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there

34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.

34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

35. **FACILITIES TO OTHER CONTRACTORS:**

The Contractor shall, in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution on any work not included in the Contract or of any Contract which the Corporation may enter into the connection with or ancillary to the works.

36. **NOTICES TO LOCAL BODIES**

The Contractor shall comply with and give all notices required under any governmental authority, interment, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before making any variation from the Contract, drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

36.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, state laws or any Government instrument, rule or order and any regulations or by-laws of any local authority in respect of the works.

37. **SUB CONTRACTS**

The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting authority.

38. **INSTRUCTIONS AND NOTICES**

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

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

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

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

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

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

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

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

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

ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.

(d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

The Contractor shall if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

40. **TERMINATION OF CONTRACT FOR DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the

Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafide methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.
The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.

41.1 The Accepting authority shall on such cancellation have power to

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or

(b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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

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

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

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

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

the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

43. **URGENT WORKS:**

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

44. **CHANGE IN CONSTITUTION:**

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

45. **TRAINING OF APPRENTICES**

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

46. **VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

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

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

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

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

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

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

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

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule

of Rates/Specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT:**

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

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

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

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

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

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

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

b) Contract amount exceeding Rs. 5 Lakhs three months

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

51. **OVER PAYMENTS AND UNDER PAYMENTS**

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

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

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

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

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

ARBITRATION AND LAW

52.1 ARBITRATION:

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

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

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

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

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

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

52.2 **COST OF ARBITRATION**

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

52.3 **WORK TO CONTINUE**

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

53. **LAWS GOVERNING THE CONTRACT:**

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

54. The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ- Criteria may be allowed subject to the condition that

a] "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

b]The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

c] The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

55. Registered MSME shall get benefits of relaxation in eligibility criteria [prior experience – prior turnover] mentioned in POC as per Government guidelines.

Signature of the Tenderer with seal

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

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

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)

5.2 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).

5.3 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.

5.4 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.

5.5 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

6.2 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.
- 6.3 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.
- 6.4 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

- 7.2 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).
- 7.3 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.
- 7.4 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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

11.2 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.

11.3 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 intensions

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

BUYER

BIDDER

Signature
Name of the Officer
Designation

Witness

Witness

1

1

2

2

PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

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

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

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

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

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

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the UCIL from the date of demand for payment till the actual date of payment made by us. Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

Dated the _____ day of _____ 20__

_____Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

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

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

Dated the _____ day of _____ 20..

_____Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 20__
_____Bank

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

Bank's Common seal

SPECIAL CONDITIONS OF TENDER FOR PROVIDING SECURITY SERVICES INCLUDING DEPLOYMENT OF SECURITY PERSONNEL AT DESIGNATED AREAS OF UCIL COLONY, TURAMDIH MINES TURAMDIH INCLUDING UCIL,HOSPITAL ,WATER TRATMENT PLANT ,HPU, TALSA TAILING DAMS,TURAMDIH ,BANDUHURANG OPEN CAST MINES ,BANDUHURANG ,MOHULDIH MINES,MOHULDIH ETC.

1. The eligibility criteria's to be strictly followed by your Security Agency for engagement of Supervisors and Security Guards(Without Arms) are as follows:-
 - a. ESM may be employed as security personnel up to 60 years of age .They may continue to work till 65 years of age depending on health of the individual.
 - b. They should be physically fit to carry out security job at any time at any moment.
 - c. They should be in possession of Service discharge Book, Pension Book as a proof of service in Army/Navy/Air Force.
 - d. The Supervisor should be not below the Rank of Subedar or equivalent Rank from Navy/ Air Force.
 - e. All the above rank should have adequate experience in the line and should be capable of corresponding and conversing both Hindi and English.
2. **The DGR Agency shall take utmost care that no such person having criminal background is employed as Security Personnel. Each and every security personnel to be employed should have prior approval of Officer-In-Charge, Security Department, UCIL only to avoid entry of unfit candidate from security point of view.**
3. **All the uniforms and liveries including rainy and winter season kits are to be provided by the security agency and kept in neat and clean condition and maintained properly. The Agency should also provide ceremonial dresses to the Security Personnel as and when required.**
4. **Security personnel should normally receive command or instruction from their own officer or from the officer of the Corporation as and when required.**
5. **Any act /deed /action done by any of the security personnel either in Group or individually will have to be justified /taken care by the security Agency and the Corporation will not be held responsible for any of such act.**
6. **Security personnel to be deployed will have to work round the clock shift wise such as 'A shift, B Shift, C Shift , General Shift and Special Shift. The Shift working will normally be as under or may be decided by the Corporation .**

a. A Shift	-	6.00 AM	TO	2.00 PM
b. B Shift	-	2.00 PM	TO	10.00 PM
c. C Shift	-	10.00 PM	TO	6.00 AM
d. G Shift	-	7.00 AM	TO	12.00 Noon
				And
		2.00 PM	TO	5.00 PM
e. Special Shift	-	As and when required for 8 Hrs.		
7. Nature of work shall include patrolling of areas both within the residential Township ,Mines premises as well as out side area belonging to the corporation not fenced. The Guards may also be required to escort the VIP'S from one place to another as per the requirement of the Corporation besides their other security duties.
8. **In each Shift at least two numbers of Security Guards should have valid driving license for commercial driving of light and heavy vehicles and they may be used for the purpose.**
9. **Some of the Guards /Supervisors may have to do their duty in civil -dresses and may be deputed for collection of intelligence report of the area and other such concerned matter and supplying correct input data / report about happening or likely /expected happening in the area.**

10. All Security personnel of the Agency must carry a proper photo Identity card signed by the authorised officer of the Agency as well as Officer In-Charge of UCIL Security Department and name plate while on duty.
11. **Normally deployment will be made for full working of eight hours duty daily.**
12. **The rates should be written in figures as well as in words and the matter mentioned in words will prevail upon then written in figures ,in case of any discrepancy.**
13. **The Agency will have to provide one by-cycle to each of his personnel /Guards while on duty.**
14. Responsibility of Security personnel shall be as per the job description mentioned in the Tender document and payment shall be made based on daily 8 hours duty provided by the Security Agency.
15. **The deployment of security and related personnel will be regulated as per the requirement of the corporation .The deployment of person on each shift may vary as per order of the corporation in phases and payment will be made on daily 8 hrs duty basis as per schedule of rates accepted .However ,only broad number and type of security Guards are mentioned in the description column of the schedule of the Quantities and shows the approximate total number of persons to be deployed on each day inclusive of all shifts of the day.**
16. **The security Personnel shall also protect properties such as ,trees and plants and assist Estate Section for removal of encroachment on UCIL land as and when required. They will also strictly ensure that the peripheral boundary walls / fencings of UCIL Colony ,Turamdih including other area under our jurisdiction connected to UCIL are not damaged /tempered .**
17. **The patrolling team shall also support to Security Guards deployed in any area of UCIL , as per the direction of the UCIL Officers in case of exigency or in any matter related to the strengthening of security of the area.**
18. The party should provide Mobile phones to the patrolling team and Supervisor/ In-Charge of the Security Personnel for smooth functioning of the Section.
19. In normal situation no security personnel shall be deployed on over time .How ever in exceptional cases if any Security personnel are deployed on over time then he shall be paid double the normal wages .Besides prior approval of Officer-In-Charge ,Security Department , UCIL shall be obtained before deployment. Since it is tendered on monthly basis and Management is paying for weekly off Relief as per DGR guide lines at the rate of i.e 1/6th of total strength , UCIL will not be held any responsible in this regard including Over Times . They should regulate the same as per labour Act.
20. UCIL will consider to offer common barrack accommodation to Guards and separate barrack accommodation to supervisors at Security Barrack, UCIL Colony, Turamdih on free of cost including water and electricity which may help the corporation to augment all security personnel at any time at one place for use during exigency of emergency.. However ,it would be the responsibility of the Agency to ensure that these facilities are not mis-utilised by their personnel
21. As and when required by the company ,the agency through its personnel should provide ancillary duties to the company such as attending fire calls ,escorting guests and VIPs of the company ,cultural and sports activities of the company ,examination duties, weekly market duty, payment day duty etc.
22. **The Agency must abide by the Security Standing Orders to be provided after induction for providing full security coverage of the specified posts and duties and the same will be updated by periodical review with the designated officer of the company. The Agency may please note that in case of any doubt in the integrity either on the part of the Agency or proprietor, the contract will be terminated by giving a one month notice to the Agency/Proprietor and no consideration in this regard will be entertained.**
23. **The Agency shall adhere to all the provisions of the Private Security Agencies (Regulation) Act,2005 and any other rules ,acts and regulations issued by or on behalf of Central and State Government in this regard from time to time. .It shall also be ensured by the Agency that Minimum Wages payable to the different categories of employees are strictly paid without giving scope of any complaint .The**

Agency must pay wages (Basic+ DA) according to the Minimum Wages applicable to DGR sponsored Agency .Compliance with all EPF & M P Act 1952, Bonus Act ,Medical ,Insurance & Service Tax formalities and proof of the same to be furnished to us along with details as per DGR guide line..

24. The Corporation reserves the right to terminate the contract with 30 days notice without assigning any reason whatsoever.
25. The entire responsibility of liaising with police and other related agencies for executing the above work shall be vested on you/your Agency itself including lodging of F.I.R in case of requirement in the interest of the Corporation
26. The Agency will provide additional manpower as and when required by the company in the same terms and conditions with the existing rate in respect of each category of employees.
27. The contract shall be for a period of Two years from the date of engagement of the Security Personnel but this contract solely at the discretion of the Management based on satisfactory performance with the same terms and conditions.
28. The you/your agency will ensure that all its personnel are properly trained to carry out their duties and are aware of their responsibility. They should conduct parade at least thrice a week only to keep their security personnel physically fit.
29. You / your Agency shall ensure safety measures for their employees against any sort of injury ,death etc. during the courses of deployment .The company shall not be responsible for any such injury, death etc., nor shall be liable to pay any compensation ,what so ever ,in such cases.
30. If any security personnel are found sleeping ,missing from the place of duty ,found involved in misdeeds ,found drunk on duty and found involved in any act subversive of discipline and against the interest of the Corporation , the corporation shall impose fine up to the amount equal to one day wage. Incase of involvement of any criminal activities by your staff and officers , the services of the accused security personnel must be terminated without any compromise by you and your Agency and no consideration in this regard will be entertained.
31. You / your Agency shall ensure that their personnel will not participate in any strike or agitate activities or any type of union activities of what so ever nature .The non-compliance of this condition resulting into any losses will be made good by the Agency to the company. Any security personnel is found indulged in any out of the above act will be removed by the Agency immediately with replacement of a substitute personnel either on its own or on the demand of Corporation .In case of removal of such personnel ,no claim shall be maintainable against the company.
32. The Agency shall pay the wages as per the revised rate of Minimum wages for different categories of employees and other applicable statutory charges like EPF & MP Act 1952, ESI/Medical, as per rule. Wages revised twice in a year by the concerned Labour Department of the State. In case of DGR sponsored security Agency ,the wage notification declared by the Central Labour Commissioner is promulgated by the DGR and it is mandatory on the part of the Agency and the Principal Employer to adhere to the same.
33. It is further clarified that all the cost heads as per price format except service charges will be guided by DGR guideline and in case of increase in rate , the same shall be reimbursed along with GST However service charge, Uniform Outfit allowance ,Washing allowance will remain same during the entire contractual period. In case of decrease in rate the same shall be reduced from the quoted rate accordingly.
34. Necessary workmen Insurance coverage for all workmen / personnel / Guards shall be obtained by you / your agency for personnel engaged at site as applicable for this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work
35. The Agency shall be liable to pay the company any loss/damage caused as a result of theft /pilferage of any property from the premises or the posts/establishments where the men of the Security Agency have been deployed. Provided such loss/damage attributable

- to the proved negligence /lapses or commission/omission on the part of the Security Agency The Agency have to give a certificate of liability for damage/loss done by your employees/Workmen. Any damage/loss occurred due to negligence or dereliction of duty by your Guards/personnel will have to be made up/cost recovered as per decision of officer-In-Charge of Security.
36. Bills induplicate shall be paid monthly for the work done.
 37. In case of stoppage of work by the local /Bandh or any other reasons, you/your agency are to continue your duty and no extra charges will be paid by corporation towards the extra effort to the Agency
 38. You/your agency shall have to provide the facilities under the provision of Contract Labour (Regulation & Abolition) Act, 1970-Section -16, 17, 18, and 19, Chapter -V- "welfare and Health of Contract Labour".
 39. Quantity of any individual item vary to any extent and be excluded altogether .You/your agency shall carry out all works up to a total variation of $\pm 15\%$ (Fifteen) on the contract price and all quoted rates shall remain firm within this limit.
 40. Safety precaution shall be maintained by you/your agency during the execution of work. Safety appliances like helmet, gumboot, safety belts etc. shall be provided to the Security personnel by you /your agency at your own cost.
 41. The entire Security of UCIL Colony, Turamdih including Hospital ,HPU,WTP ,Talsa Tailing Dam, etc are to be managed by you/your Security Agency itself including Security of the employees and materials .
 42. You/your Agency should also provide due protection to the employees particularly during labour unrest ,gherao ,strike, riots ,lockout etc. as per the law of the land.
 43. All the labour rules shall be followed strictly as per contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971. All registers ,forms stipulated under Minimum wages (Central rules) Act ,1950 shall be maintained by the contractor and to be furnished to the corporation before commencement of the work. In the event of the breach of aforesaid conditions , the Agency shall be open for action as deemed fit by the concerned labour authorities of the Central Government.
 44. Machinery and materials other than free issue materials may be issued to you on chargeable basis on your request as per norms of UCIL subject to availability.
 45. The Security personnel may be deputed out station duty as and when required
 46. The Agency shall strictly abide by the security rules and regulations enforced by the Company from time to time .
 47. You will make your own security arrangement at work site round the clock till hand over of job. Corporation will not entertain any claim in this matter. It may clearly be understood between the company and the contractor /Security Agency that this contract shall be a contract for providing security and allied services and shall not be construed as a contract for supply of labour
 48. In the event of successful bidder is unable to executive the job satisfactorily /unable to supply the required Security Guards or withdraws after the issue of L-I the Management reserves the right to get the work done through some other agency at the cost and risk of the original successful bidder.
 49. Maintenance of Indian Official Secrecy Act 1923 (XIX of 1923) must be adhered to and for this the Party should sign an agreement on non-judicial stamp paper soon after the induction. In this regard the Agency should take necessary steps to ensure that all persons employed on Security work in connection with contract have noticed that the I. O. S Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.
 50. No withdrawal of deployed Security personnel will be entertained unless it is informed to the Officer-In- Charge of the said work in writing by you /your agency .
 51. Duty Chart should be prepared well in advance (at least one week) for smooth functioning of the Security Section as well as to avoid any discrepancies on duty.
 52. The provision under the Mines Act will be fulfilled by the Agency .The Security personnel to be deployed in the Mines area should be exposed to Vocational Training etc. conducted under the Mines Act from time to time. The Agency should spare their personnel for the same as a part of training and no manpower loss cost will be claimed on this account .Training formalities including cost of training shall be arranged by the UCIL Management.

53. The Agency's employees are to be Insured prior to induction and proof of the same to be furnished
54. The DGR Security Agency to be inducted in UCIL Colony ,Turamdih must ensure the following with their utmost efficiency with the help of Jharkhand Home Guards:-
- A. To regulate the point of Entry and Exit round the clock in order to prevent entry of unauthorized persons ,vehicles and unauthorized removal of any property from the premises.
 - B. To man static posts and beats ,covering all strategic points and vulnerable areas .The posts and beats will be shown after induction with specific duties area wise covering all the aspects of security.
 - C. To ensure total responsibility for round the clock security measures in the area.**
 - D. To assist the management in the prevention of loss by the Fire.
 - E. Protection of all fencing /boundary walls along the periphery and around the pockets.**
 - F. Security of all quarters ,commercial Buildings / School Buildings and Official Buildings, Medical Centre, Ventilation Fan House, Sand Stowing area, Water Treatment Plant , Guest House etc whether occupied or unoccupied ,furnished or non-furnished
 - G. The Agency is responsible to prevent theft ,pilferage and damage to company's properties.**
 - H. To investigate, inquire ,interrogate and report any matter which may endanger the security, information ,personnel and materials.
 - I. To ensure enforcement of company's standing orders so far as they are relevant to security of vital installations and personnel.The UCIL Colony ,Turamdih is declared as "PROHIBITED AREA" under Section 3 (D) & 27 of Atomic Energy Act 1962. Any person loitering around this area or obtaining any unauthorised entry is liable for prosecution. Security personnel on duty at their respective area must ensure the same as per the law of the land.
 - J. To pay due respect to the company's top executive as well as officers.
 - K. To check the lighting arrangement of the Township and report to concerned section for the defects to be rectified.
 - L. To ensure maintenance of all the records relating to security.
 - M. Any other tasks allotted by the company in the interest of the Security of the premises
55. The Home Guards has been inducted in different areas of Turamdih Units .They must ensure proper duties of Home Guard under their close supervision
56. Besides the Shift Supervisor, one Supervisor will be deputed from the DGR Agency in G. Shift to supervise the work of Home Guards and entire functioning of the Home Guards as well as DGR Guards under their jurisdiction
57. **The DGR Guards to be deployed will have to keep close watch by patrolling along the tailings pipe line and Talsa Dam area and if found there is any leakage / damage in pipe line will have to report immediately without loosing much time to Supervisor Chemical House / Operator tailings Plant / In-Charge (Civil) Mill / Supervisor tailings Pond. The Guards will have to maintain Log Book/Registers daily for each Shift for monitoring the status and regularly report in person to Supervisor /Operator Chemical House/ Dam at least twice in a Shift after due inspection of Tailing Dam area. He must take due care at Public domain area along the pipe lines. In this regard the DGR Agency Supervisor in Shift duty will closely monitor the work of Guards under the guidance of Departmental Security & UCIL Admin.Since it is a prohibited area he should strictly ensure the security of the area.round the clock**
58. **The DGR Security Supervisor deployed in Colony area should also cover the Banduhurang Open cast Mines area from time to time located adjacent to the Turadmih Mines and supervise the working of Jharkhand Home Guards engaged in the said area.**

59. The Home Guards are inducted in Mohuldih Mines, Mohuldih, hence they must ensure the following with their utmost efficiency under the close supervision of one DGR Agency Supervisor :-
- a. To regulate the point of Entry and Exit round the clock in order to prevent entry of unauthorized persons, vehicles and unauthorized removal of any property from the Mines premises.
 - b. To man static posts and beats, covering all strategic points and vulnerable areas. The posts and beats will be shown after induction with specific duties area wise covering all the aspects of security.
 - c. To ensure total responsibility for round the clock security measures in the area.
 - d. To ensure that fire fighting measures are adequate and proper under their jurisdiction.
 - e. Protection of all fencing / boundary walls along the periphery and around the pockets.
 - f. To ensure Security of the Mines including Compressor House, Sub-Station, Electrical Tools Room, Canteen area, Garage Area, Pump House, Workers Change Room, Water Tank Area, Office area, Stores area, Stores Yard, Bhatin Colony area, Adit -1, Hydrant installation, Magazine area, and Stowing Plant area etc.
 - g. The Agency is responsible to prevent theft, pilferage and damage to company's properties.
 - h. To investigate, inquire, interrogate and report any matter which may endanger the security of information, personnel and materials.
 - i. To ensure enforcement of company's standing orders so far as they are relevant to security of vital installations and personnel. The Mines area is declared as "PROHIBITED AREA" under Section 3 (D) & 27 of Atomic Energy Act 1962 and "PROHIBITED PLACE" under Section 2 (8) C & D Of Official Secret Act 1923. Any person loitering around this area or obtaining any unauthorized entry is liable for prosecution. Security personnel on duty at their respective Mines must ensure the same as per the law of the land.
 - j. To pay due respect to the company's top executive as well as officers.
 - k. To ensure maintenance of all the records relating to Security.
60. In this regard one Supervisor from the DGR Agency will be deputed in G. Shift to supervise the work of Home Guards as per the above guide line.
59. **GOODS & SERVICE TAX:-** As applicable as per rules shall be borne by the Agency based on Govt. of India guide line. It is also clearly understood that the rate to be quoted by the Agency is as per DGR wage structure inclusive of all the statutory requirement / obligations applicable to contractual employees. The Agency should submit the supporting document as a proof of being paid the GST on the heads of the Security Contract undertaken exclusively for UCIL. The Principal employer is in no way be held responsible for non compliance of this clause.
60. **SECURITY DEPOSIT:-** Though as per DGR guide line the ESM run Security Agency sponsored by the DGR are not required to deposit any EMD, they are required to deposit 10 % of one month wage Bill vide Demand Draft as Security Deposit in respect of the said Contract as against the DGR guide line of deducting the same amount (not exceeding 10 % of one month wage Bill) in installment from monthly wage Bill. No interest will be payable to Security Agency against the said deposit while in the custody of the UCIL Management during the period of contract.
61. The Agency is required to supervise the work of Home Guards as and when required.

65. **PENALTY CLAUSE** :- The work shall be executed strictly as per the requirement of UCIL as mentioned in special condition of the Tender. The DGR sponsored Ex-serviceman security agency shall be responsible for providing timely and uninterrupted services. Failure to complete the work as per requirement shall attract deduction of a predetermined amount from the Proprietor of DGR sponsored Ex-serviceman security agency as given below from RA bill.

The DGR sponsored Ex-serviceman security agency has to supply total 24 persons per day. Penalty will be imposed on pro-rata basis for short supply of manpower on day-to-day basis as given below.

Sl.No.	Description	Penalty
1	Up to total 20 person supplied per day	No penalty
2	Below 20 & up to 16 person supplied per day	10 % of per day rate of each category
3	Below 16 person supplied per day	20 % of per day rate of each category

Safety :- All DGR Ex-serviceman security personnel will wear complete uniform as per DGR Guidelines and will use all personal protective equipments wherever necessary considering the place of deployment . Non wearing of uniforms as per norms & non availability of personnel protective equipments as per place of deployment at any movement of time will call for a penalty at the flat rate of Rs 100 per person per day.

68. The Agency may be assigned any other security related jobs as per requirement of the Corporation from time to time.

THE END

THE STRENGTH OF DGR SPONSORED SECURITY AGENCY IS APPENDED BELOW:-

SL NO	UNITS/HEADS	Sr Supvr	Supvr.	Security Guard (Ex-Serviceman)	Total strength
1	UCIL Colony Turamdih including Talsa Tailing Dams area ,Water Treatment Plant area ,Health Physics Units etc	===	===	19	19
3	Total Security Management of all the area under the jurisdiction of Turamdih Colony including Talsa Tailing Dams area and other allied , INT & Patrolling work	===	03	===	03
	One in G.Shift at Mohuldih Mines	===	01	===	01
7	One in G.Shift at Banduhurang open cast Mines	===	01	===	01
	Grand Total	01	04	19	24

DEPLOYMENT CHARTS

SL NO	NAME OF POSTS	A SHIFT / G SHIFT	B SHIFT	C SHIFT	TOTAL
1	COLONY GATE	2	2	2	06
2	'D' TYPE GATE	2	2	2	06
3	KUSUM GATE	2	2	2	06
4.	SECURITY OFFICE	1	=	=	01
5	3 Shift Supervisor to patrol the entire area and supervise the work of Home Guards & DGR Guards at TMD Site including Talsa Tailing Dams area & Banduhurang Open cast Mines area, Mahuldih area and Kharkhai pump house	1	1	1	03
6	One Supervisor at Mohuldih Mines ,Mohuldih to supervise the work of Home Guards including entire Security Management of the Mines.	1	=	=	01
7	One Supervisor at Banduhurang open cast mines, Banduhurang to supervise the work of Home Guards including entire Security Management of the Mines	1	=	=	01
	Total	10	7	7	24

ACCEPTING OF THE TENDERER

All the clauses of the tender documents and conditions enumerated in this document have been read by me/us and are acceptable to me/us

SIGNATURE OF WITNESS NAME IN BLOCK LETTER ADDRESS	SIGNATURE NAME OF THE TENDERER ADDRESS WITH STAMP
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DETAILS OF CREDENTIALS /INFORMATION SHEET ABOUT THE TENDERER /AGENCY
(To be filled in by the DGR sponsored Security Agency)

1	Name of the Firm/Company of the Tenderer	
2	Name & address of the Chief Executive / Chairman and Managing Director of the firm with Telephone No if any	
3	Registered Office and address of the firm with telephone and Fax No if any	
4	Address for correspondence / all communications with the Firm	
5	Name ,designation ,address of the person authorised to deal with this tender/work	
6	Nature of the registration of the Firm	ESM Private Ltd/ State owned ESM Corporation / ESM Proprietorship firm sponsored by DGR.
7	Registration No with date and Registering Authority	

8	Name of the Director /partners	Occupation	Address

9	Address of the office / work site of the tenderer nearest to the place of work being tendered	
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10. Details of the work experience of the Firm

Name & address of the client with Phone No-	Name of the work and contract No	Work Value	Period of contract	
			From	To

11. Financial particulars

a	Authorised Capital	
b	Paid up capital	
c	Working capital –limit in cash/credit for bill purchase/discount-forms etc from the bank	Branch Value of Rs
d	Loans and advances taken if any	
e	Loan and advances outstanding if any	
f	Value of work /turnover done during preceding five years	
g	Solvency certificate if any	

Financial year	Value of work	Income Tax deposited

12	Audited balance sheet and profit and loss account for the last 5 years with proof if any	
13	Furnish copy of Income Tax Return for the last 5 years	
14	Group Insurance Code No with proof	
15	Income Tax Pan / GIR No with proof	
16	Sales Tax, Central Sales Tax, GST ,Excise duty Regn. Nos. with proof	
17	Central Labour Regulation & Abolition Act Regd. No, Establishment Regn.No with proof	
18	Valid DGR sponsored ESM Private Ltd Company registered under company Act-1956 /State Govt. Owned ESM Corporation /Reputed Individual Proprietorship sponsored by DGR.	
19	ESI,PF, Registration Nos with latest challans	
20	Training Institute or facility for training with proof Any other relevant registration No-with proof	
21	License under PSARA for doing such business as per DGR guide line	
22	Satisfactory work completion certificate with values if any	

23.Particulars about professional persons employed by the firm

Name of the professional persons employed by the firm	Qualification	Experience	Nature of experience	Date of joining

24.Details of the ownership of various Security related equipments furnished as enclosed (Name and signature of Authorised Representatives of Tenderer/Agency with rubber stamp)

SCHEDULE OF QUANTITIES
(All prices / rates are to be quoted on this sheet)
(PRICE-BID)

FOR WORK OF PROVIDING SECURITY SERVICES INCLUDING DEPLOYMENT OF SECURITY PERSONNEL AT DESIGNATED AREAS OF UCIL COLONY , TURAMDIH INCLUDING UCIL HOSPITAL, WATER TREATMENT PLANT , HPU ,TALSA TAILING DAMS, TURAMDIH ,BANDUHURANG OPEN CAST MINES ,BANDUHURANG, MOHULDIH MINES, MOHULDIH ETC.

(AREA -B)

S L N O	Description	Percentage	Security Guard(with out Arms)	Supervisor	Remarks
A	Basic +VDA				
B	ESI/Medical	(B+VDA)			
C	EPF	(B+DA)			
D	Employees Deposit linked insurance(EDLI)	(B+VDA)			
E	Administrative Charges	(B+VDA)			
F	House Rent Allowance	of Basic + VDA	Since suitable Barrack accommodation will be provided to the Guards & Supervisors separately including one Qtr. for Sr. most Supervisor this coloum is not applicable to this site.		
G	ESI on HRA	of HRA			
H	Bonus				
I	Uniform Out fit allowance	of basic + VDA			
J	Uniform washing allowance	(B+VDA)			
K	Total				
L	Relieving charges 1/6 th of total serial (K)				
M	Total cost per head				
N	Service Charge				
O	Sum Total				
P	Goods & Service Tax	of sum total			
	Final Total per head per month				

Since the area is under the above work head is coming under 'B'Category, the Agency should quote the rate accordingly

SCHEDULE OF ITEMS, QUANTITY WITH RATE BASED ON DGR WAGE STRUCTURE

SL No	Items	No of Security Personnel	Rate per Month per head including all other statutory components including w/ff etc	Total amount during the month including all other statutory components including w/ff etc	Total amount during the year including all other statutory components including w/ff etc
1	For Providing Security Service at UCIL Units ,Turamdih ,Banduhurang & Mohuldih				

A	Supervisor-	05Nos			
B	Security Guard (without Arms)	19 Nos			
	Grand Total	24 Nos			
	Grand Total Amount for two years				

TOTAL AMOUNT QUOTED Rs (In figures)

(Rupees.....) (In words)

The tenderer has perused /gone through all the terms and conditions of the tender including special condition of the tender and accordingly quoted their firm rates / price ,which is valid for the period of validity of the tender, i.e for six months from the date of opening of the tender. The rate must be quoted based on the DGR Wage structure applicable to the above UCIL sites including all other statutory components and no other amount will be considered other then the quoted price as above except the revised payment as per the M/W Act 1948 notified from time to time by the Ministry of Labour and Employment, Govt of India for employment of personnel of the central sphere ,for watch and ward duties and promulgated by the DGR, Ministry of Defence ,Govt. of India vide notice of revision of Minimum Wages including other applicable statutory components. subject to production of proof from the Competent Authority. The Tenderer should quote the rate for two years as per NIT.

(Name and signature of the Tenderer with Rubber Stamp of the Agency/Company)

Eligibility Criteria:

The Ex -Servicemen Security Agencies (ESM Individual proprietorship / ESM Private Limited Company / State Govt. Owned ESM Corporation) must be sponsored by DGR (DIRECTORATE GENERAL RESETTLEMENT , Under Ministry of Defense ,Government of India ,West Block IV, R.K.PURAM,NEW DELHI-110066) and THE JT. DIR DRZ (EAST) C/o HQ Bengal Area 248,AJC Bose Road, Alipore KOLKATA (WB) – 700027 in favour of infavour of URANIUM CORPORATION OF INDIA LIMITED (A Govt of India Enterprises Under Department of Atomic Energy)

- a) He must possess the DGR sponsorship letter No 2112/SA/UCIL/2021/JH/6744/6891/6310/Emp dated: 31 Aug 2021 issued by DRZ (east) Kolkata. for providing Security and allied services
- b) The Agency must posses valid EPF A/c No., ESI Registration No., GST Registration No, PAN Card , PSARA Ack / License, DGR Empanelment Certificate as per DGR guide line & the same should be uploaded as a proof of documentary evidence in this regard .