TENDER DOCUMENT

FOR

CONSTRUCTION OF HYDROGEN PEROXIDE SHED AT JADUGODA MILL.
URANIUM CORPORATION OF INDIA LIMITED
( A Government of India Enterprises )
P.O. Jadugoda Mines,
CIN : U 12000 JH GOI 000806
Dist : East Singhbhum
Jharkhand – 832 102.

NIT NO : 45/17/JAD/Civil(Mill) , Dt : 07-06-2017

TENDER FOR
CONSTRUCTION OF HYDROGEN PEROXIDE SHED AT JADUGODA MILL.

1. Last date of uploading and submission of filled tender document upto 3.00 P.M. on 05-07-2017.

2. Tender shall be opened only (Technical Part) at 15.30 Hours on 05-07-2017.

Issued to ______________________________
( Contractor )

Signature of officer
Issuing the tender Document : ______________________________

Designation : ______________________________

Date : ______________________________

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SECTION – I

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

**N.I.T. NO : 45/17/JAD/Civil(Mill).**

| 1. | Name of Work | CONSTRUCTION OF HYDROGEN PEROXIDE SHED AT JADUGODA MILL. |
| 2. | Estimated Cost | Rs : 12,86,703.00 |
| 3. | Period of Completion | (06) (Six Months) |
| 4. | Cost of Tender Document | Rs. 500=00 (Bank Challan of SBI) / D.D. |
| 5. | Earnest Money Deposit | Rs. 15,000.00 |
| 6. | Starting Date for Commencement of uploading the tender document from : | 09-06-2017 |
| 7. | Last Date of uploading & submission of filled tender document on : (Technical + Price Part) | 05-07-2017 upto 3.00 PM |
| 8. | Date & Time of tender opening (Only Technical Part) on : | 05-07-2017 up to 3.30 PM. |

**Pre-qualification Criteria :**

1. The bidders should have average annual turnover during last 03 years ending 31st March of the previous financial year 31-03-17 should be least 3.86 lakhs.

2. The bidder should have experience of having successfully completed the job having Civil Construction Job during last 7 years ending on 30-06-2017 as at (a) or (b) or (c) below:

   (a) Three jobs completed works costing not less than the amount of Rs. 5.15 lakhs each, OR

   (b) Two jobs completed work costing not less than the amount of Rs. 6.44 lakhs each, OR

   (c) One job completed work costing not less than the amount of Rs. 10.30 lakhs.

**Similar works : Means Civil Construction Work.**

Documentary evidence in the form of Certificates from clients / works order copies specifying the work and its completion certificate should be submitted.

The tender can be downloaded from UCIL e-proc site http://www.tenderwizard.com/UCILEPROC. the tender document fee in the form of DD Drawn in favour of M/s. “URANIUM CORPORATION OF INDIA LIMITED” payable at State Bank of India, Jadugoda Branch, Code No. 0227 and other documents as prescribed above must be submitted along with the technical proposal failing which the offer will not be considered.

Alternatively, cost of tender fee may also be paid through SBI Collect Challan. This will operate at all branches of SBI in India. Format of Challan is enclosed in this tender document. Cost of tender document in SBI Challan (UCIL copy) shall be uploaded in UCIL e-proc site http://www.tenderwizard.com/UCILEPROC. on or before the date fixed for receiving the bid. Physical submission of tender shall not be accepted.

Offer will be opened on due date as mentioned above by the Corporation’s authorized representative(s) in the presence of Tenderers who are present.

Hard copy of the Earnest Money Deposit & SBI Challan of tender will have to submit in the envelop with subscribed the work with NIT NO. over envelop and same to be submitted at our administration depth. On or before the date of opening of the tender, otherwise tender will not be opened of the concerned party. Scan copies of the both will also have to be submitted with e-tender documents.

Tenders received without Cost of Tender Document, Earnest Money, EPF No, service tax code, work order copy and its completion certificate are likely to be rejected. The Corporation reserve 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 Chairman & Managing Director

URANIUM CORPORATION OF INDIA LIMITED
NOTICE INVITING TENDER

1. Tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda Mines for “CONSTRUCTION OF HYDROGEN PEROXIDE SHED AT JADUGODA MILL”.

2. The tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of tender. Should the tenderer modify or withdraw his tender within the said period of six months from the date of opening of the tender, earnest money deposited by the tenderer shall be forfeited.

3. The works are required to be completed in totality within 06 (Six) Months from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later in accordance with the phasing if any, indicated by the Corporation in the tender documents.

4. Normally Contractors whose names are borne on the approved list of contractors of CPWD/PWD/MES or local reputed/experienced contractors will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors.

5. No two or more concerns in which an individual as a proprietor and/or a partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.

6. A tenderer shall produce an Income-Tax and Sales Tax Clearance Certificate before tender documents can be issued/sold to him.

7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form 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 tender shall be deemed to have full knowledge of the site, whether he inspects it or not and so no extra charges consequent on any misunderstanding or otherwise shall be allowed.

8. Submission of a tender by a tenderer implies that he has read this notice and other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the specification of the work.

9. (a) In the case of item rate tenders, only rates quoted shall be considered.
   
   (b) Rate quoted by the contractor in item rate tender in figures and words shall be accurately filled in so 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 figures or in words then the rates quoted by the contractor in words shall be taken as correct.

   (c) Where the rates quoted by the contractor in figures 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 rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.

10. **All rate shall be quoted on the tender form.**

11. In the case of item rate tender, only rates quoted shall be considered. And tender containing percentage below/above the rates quoted is liable to be rejected.

12. The tender for the works shall not be witnessed by a Contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of contractor tendering as well of those witnessing the tender to be rejected.

13. Uploading and submission of filled tender document upto 3.00 P.M. on 05-07-2017 and be opened on the same day at 3.30 P.M. (Only Technical Part).
14. The tender shall be accompanied by the Earnest Money in any shape as mentioned under relevant clause. Tender received without earnest money, cost of tender document, service tax code no, pan no. and EPF no., will be summarily rejected.

15. On acceptance of tender, earnest money will be treated as part of the security deposit. Failure of the successful tenderer to carry out the tendered work shall entail forfeiture of the earnest money and security deposit entirely.

16. DELETE

17. The Uranium Corporation of India Limited Jaduguda Mines is connected by both rail and road links and is situated on the Calcutta-Mumbai line of S.E. Rly. at a distance of 232 Kms. from Calcutta and 20 Km from Tatanagar. The name of the Rly. Station is Rakhamines. Jaduguda is at a distance of about 30 Kms. from Tatanagar by road on Tata-Mosaboni road. The main plant is located at about 3 Kms. from the Rakha mines railway station.

18. Uranium Corporation of India Limited, Jaduguda Mines will return the earnest money without any interest, to unsuccessful tenderer on production by the tenderer a certificate of D.G.M. (Mill) / Chief Supdt. (Civil) Mill after issuing the work order to L1 party.

19. A tenderer shall submit the tender which satisfied each and every conditions laid down in this notice, failing which the tender will be liable to be rejected.

20. The Corporation does not bind themselves to accept the lowest or any tender or to give any reason for their decision.

21. The Corporation reserves to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.

22. This notice of tender shall form part of the documents.

23. **LABOUR ESCALATION**:

\[
V = \frac{30 \times R \times (w-wo)}{100 \times wo}
\]

- \(V\) = Extra amount is rupees to be paid.
- \(R\) = Value of work done in rupees during the period under consideration.
- \(WO\) = Initial labour wages to the unskilled labour at the last date of tender opening / submission.
- \(W\) = Labor wages of unskilled labour during the period of work done / Under consideration.

**Note**: The above wages are as per the minimum applicable under contract labour (P & A act and as notified by central labour commissioner’s representative office of the jurisdiction area of work.
24. Tenderers should submit their price bid in the enclosed price bid sheet.

25. Rates quoted by the tenderer should be inclusive of all taxes, duties **excluding service tax**, if and wherever applicable to this contract. UCIL will not entertain any such claim.

26. Contractor will have to follow: The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970, EPF and MP Act, 1952 and Rules framed thereunder, if applicable to him/them.

27. **Only e-procurement tender will be entertain.**

28. Tender documents consisting of drawing, specification, schedule of quantities of the various classes of work to be done, the condition of contract and other documents will be available in our e-procurement tender site and it could be down loaded from date and time as mentioned in our NIT.

30. Conditional tender shall not be accepted. Hence tenderer are advised to quote their rate / price as per NIT conditions only, otherwise tender will be liable to be rejected.

31. The Corporation reserves the right to accept or reject or cancel any or all tender(s) either in full or part there of or to split up if necessary without assigning any reason whatsoever.

32. Hard copy of the Earnest Money Deposit & SBI Challan of tender will have to submit in the envelop with subscribed the work with NIT NO. over envelop and same to the submitted at our administration depth. On or before the date of opening of the tender, otherwise tender will not be opened of the concerned party. Scan copies of the both will also have to be submitted with e-tender document.

33. Contractor shall have to payment the labour wages through Bank Account and submit the documentary proof for the same at the time of raising of RA bills with wage slip.

34. **SERVICE TAX**: UCIL Liability --- 7.25% of 40% of bill value to be deposited by UCIL to a appropriate authority from its own source.

   **Contractor Liability**: Same as above and to be deposited directly to the authority and got reimbursement from UCIL on production of documentary evidence.

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For and on behalf of
Chairman & Managing Director
Uranium Corporation of India Limited

Signature:

Designation:

Date:
SECTION -- II

GENERAL INFORMATION & SCOPE OF WORK
**GENERAL INFORMATION: JADUGUDA**

1. **Project**: As Per NIT.
2. **Executing Agency**: Uranium Corporation of India Ltd. (A Govt. of India Enterprise)
   P.O. Jaduguda Mines,
   Dist: East Singhbhum,
   Jharkhand- 832 102.
3. **Project Site**: Jaduguda, (Mill area).
4. **Site**
   4.1 **Location**: Latitude – 22° 4’ N
       Longitude- 86° 16’ E

4.2 **Rail and Road Connection:**

   The Jaduguda Mill and Mines of Uranium Corporation of India Limited is about 30 Kms. from Tatanagar by road on Tata-Mosaboni Road. The nearest Railway Station is Rakha Mines, 228 Kms. from Howrah on the South Eastern Railway(Howrah-Nagpur-Mumbai line) and is 8 Kms. from the plant site. The Corporation is maintaining a beautiful residential colony for the Officers and staff having all the amenities like Shopping complex, Bank, Post Office, School, Hospital and Guest House.

4.3 **General Topography:**

   The Site is located at the foot of a hill which forms its southern boundary. The area is sloping towards north the average gradient being about 1-2%. There are also some undulations in the area. The grade level of the area is about 102 and 111M above M.S.L.

4.4 **Climatic Conditions:**

   i) Peak ambient temperature : 47° C
   ii) Lowest ambient temperature : 4° C
   iii) Average daily max. temperature in the hottest month May and June : 40° C
   iv) Average daily min. temperature in the coldest month December and January : 11° C
   v) Annual Average rainfall : 1400 mm
   vi) Highest annual Rainfall : 1860 mm
   vii) Heaviest rainfall in 24 hours : 214 mm
   viii) Max. relative humidity : 100%
   ix) Prevalent direction of wind from : WEST

4.5 **Seismic condition**

   : Zone II as per IS: 1893

4.6 **Maximum highest flood level**

   : 120 M above MSL
SCOPE OF WORK

The Scope of work will include the following:

1. Dismantling of existing structure of Hydrogen Peroxide shed.
2. Structure steel to be dismantled and refix in new shed. Crane will be provided when ever required on free of cost.
3. Old A.C. Sheets to be removed carefully as they will be reused in new shed.
4. Construction of Hydrogen Peroxide Tank foundation, column foundation etc.
5. Contractor has to arrange all equipment such as gas cutting set, welding machine, mixture machine, vibrator etc.

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

CONDITION OF TENDERING
GENERAL INFORMATION AND GUIDANCE FOR CONTRACTORS

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

1. LOCATION : JADUGUDA, MILL AREA.

2. RATE : 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.

3. The tenderers shall submit along with the tender a list of construction agreement and machinery in their possession and which they shall bring at site for these construction works.

4. If any clarification regarding specification, conditions of contract etc. or schedule of quantity is required, the same can be obtained by the tenderers from the URANIUM CORPORATION OF INDIA LIMITED.

5. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

6. Receipts for payment made on account of a week when executed by a firm (Partnership) must also be signed by the partners except whose the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give official receipts for the firm.

7. 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 there in are approximate only, being a indication of the scope of the work enable the tenderer to tender for the different or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it, the rate stated for that part.

8. **Earnest Money Deposited (EMD)** :

8.1 Earnest money as per notice inviting tender shall be deposited in any of the following form and must accompany the tender document without which tender will be summarily rejected. No interest shall be allowed on the Earnest money deposit.

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

8.3 No interest is payable on the EMD.

8.4 EMD is liable to be forfeited if:

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

8.5 Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.

13.
8.6 The offers received from tenderers without EMD and / or tender cost shall be summarily rejected except where exemption is provided in the tender.

8.7 Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSME/Small Scale industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI pertains to the class of items/stores/work for which the tender is floated) be the authority competent to conclude supply/contract orders.

8.8 In specific tenders where there may not be good response or for any other reasons , EMD can be waived with prior approval of competent authority before finalization of tender.

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

8.10 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a schedule / nationalized Bank. The genuineness of BG should be checked from the issuing bank.

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

8.12 The Earnest money will be refunded to the unsuccessful tenderers within a reasonable time without any interest. The Earnest money deposited by the successful tenderer will be retained towards the Security deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to deposit the requisite security money, execute the agreement and/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender). Earnest money of unsuccessful contractor will be returned on their written request only after the Award of the contract without any interest.

9. **Security Deposit:**

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

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

   (b) For supply contract valued more than Rs. 5 Lakhs.

9.2 In exceptional cases waiver of SD shall approved by Competent Authority. Unit head / competent authority at HO as the case may be after recording the reasons for such waiver.

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

9.4 Public sector undertakings, State govt. undertakings, MSME / Small scale industries with current valid registration (in case of SSI) pertains to class of items / stores / works for which the tender is floated, may be exempted from payment of SD which shall be specifically mentioned in the tender document to EIC/OIC.

9.5 Materials department / EIC / OIC should immediately forward the SD to finance department for necessary action under intimation to EIC / OIC.

9.6 In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG from) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.

9.7 EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee it to be submitted towards SD in the prescribed format to be attached with order.

9.8 BG format for security deposit and performance guarantee is attached in Chapter – 20.

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

9.10 Supplier / Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.
9.11 Additional amount of SD due to enhancement in scope of work is also to be obtained.

**RETENTION MONEY:**

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

10. **SECURITY DEPOSITE AND RETENTION MONEY:**

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

**REFUND OF SECURITY DEPOSITE AND RETENTION MONEY.**

Before releasing SD or Retention money in respect of supplies/works, a “no dues Certificate” shall be issued by EIC/OIC duly countersigned by head of department after ensuring that no amount are recoverable from the supplier/contractor.

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

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

10.3 **FORFEITURE OF SD & RETENTION MONEY :-** The SD & retention money shall stand forfeited in favour of UCIL without any further notice to the contractor in the following circumstances:

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

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

10.6 Conditions under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.

10.7 On expiry of the defects liability period or on payment of amount of the final bill. Security deposit may be payable in accordance whichever is latter, the Engg-in-charge shall on demand from the contractor refunded to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

11. If after the tender has been accepted, the tenderer fails to pay the security deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as earnest money may be forfeited. The tender shall not be allowed to increase / withdraw his tender within six months from the date of opening of the tender and if he does so the earnest money deposit may be forfeited.

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

13. 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 filed in and complete, he shall request the Corporation to have this done before he completes and delivers his tender.

14. The tender form must be filled in English and all the rates must be filled both in words and figures. If any of the documents is missing or un-signed, the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderers. Overwriting of the figures is not permitted. To comply with any of these conditions will render the tender invalid. No advice of any change in rates of conditions after the opening of the tender will be entertained.

15.
15. (a) In the case of item rate tenders, only rates quoted shall be considered.

(b) Rate quoted by the contractor in item rate tender in figures and words shall be accurately filled in so 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 figures or in words then the rates quoted by the contractor in words shall be taken as correct.

(c) Where the rates quoted by the contractor in figures 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 rate has been quoted for any item(s) then rate for such item(s) will be considered as zero.

16. Festival Allowance @ 8.33% or as per provision of contract labour (Regulation & Abolition Act, 1970 & rules framed thereunder, EPF & MP Act, 1952 and framed thereunder, or as per issue of notification from labour office / govt. of India or our company’s notification during the period of Durga Puja to be paid by the contractor to each and every employee working under the contractor on contractual job.

17. Contractor will have to follow: The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition Act 1970, EPF & MP Act 1952 and rules framed thereunder, if applicable to him/them.

18. If it is found that labour payment day is not on stipulated payment day is not followed and wage slip is not issued to the labourers engaged for this work, corporation shall compel you to stop the work and action will be initiated beside taking suitable steps to make the payment to the labourers at risk and cost of the contract.
1.1 Tenders (Technical as well as Price part) shall be submitted in a manner asked for.

1.2 Language

English shall be the ruling language. All tenders, drawings, technical data document and/or correspondences shall be in English.

1.3 Canvassing prohibited

Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

1.4 MISINFORMATION

If the tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the purchaser reserve the right to reject such tender.

1.5 DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable.

1.6 NOT MORE THAN ONE TENDER

Not more than one tender for a work shall be submitted by one contractor or one firm of contractors.

1.7 TENDER DOCUMENT PROPERTY OF THE PURCHASER

Tender documents in which tender is submitted by a tenderer shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the tenderer.

1.8 Tenderer to bear expenses

The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser calls for complete withdrawal of invitation of tender.

2.0 SUBMISSION OF TENDER

2.1 Tenders to be in two parts.

2.1.1 Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e; (I) Part-I: Technical and Part-II: Price.
First of all only Technical part of the offer will be opened and then only Price part will be opened at latter date only of the tenderer’s who qualify technically.

2.1.2 **LIST OF DOCUMENTS TO BE SUBMITTED IN PART-I**

(a) Tenderer’s covering letter.
(b) Document showing deposit of earnest money, as asked for, in the NIT and each copy of the technical bid.
(c) Filled in proposal exhibit sheets. In case of Price tabulation only confirmation is to be given against each item as regards filling of prices. But the rates of items of work and amount of all the items to be mentioned only in the part-II (Price proposal of the work).
(d) List of jobs executed during last 07 (Seven) years with following information :-
   (i) Name of purchaser/employer and name of work.
   (ii) Scheduled completion time with name and nature of jobs with awarded value.
   (iii) Actual completion time of the work.
   (iv) Reasons for delay in completion of the job if any.
   (v) List of jobs, presently in hand as well as under execution alongwith above information.
(e) List of construction equipment/Tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations.
(f) Drawing list.
(g) Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.
(h) Financial status, Balance sheet, Profit and Loss Account for last three years.
(i) Schedule of quantities mentioning description, quantities and units of item without mention of any rate or amount on the same.
(j) Service Tax Registration no. (With Documentary Proof)
(k) P.F. Registration no. (With Documentary Proof).
(l) Work Order & Its Completion Certificate. (Completion Certificate should contain awarded and executed amount and date of commencement and date of completion).

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

a) Tenderer’s covering letter.
b) Filled in proposal sheets (mentioned under price proposal in NIT tender document) which included the list of items of work quantities of each items, rate quoted and amount computed for all items and total value of work.
c) Any other documents as deemed necessary.
2.2 **NIT TENDER DOCUMENT TO BE SUBMITTED**

a) All tender papers, which comprise the following, shall be submitted the first copy of tender under Part-I.
   - Notice Inviting Tender.
   - General Information.
   - Condition of Tendering
   - Forms
   - General conditions of Contract
   - Special conditions of Contract
   - Technical Specification
   - Proposal Exhibit Sheets
   - Drawings and documents enclosed with the specifications.

(b) Filled in proposal Exhibit Sheets.
(c) Full statement regarding the status and past experience of the tenderer.
(d) List of construction equipment/manufacturing/Tech. Staff/Testing facilities available for this contract along with their present conditions/locations.
(e) Document showing Earnest Money Deposit.
(f) Tenderer’s covering letter.
(g) Other documents as may be required to be submitted alongwith the tender in accordance with Technical Specification, Special conditions of Contract and General Conditions of contract. When the work is awarded and the letter of acceptance issued, these documents shall become an integral part of the Contract.
   i) Filled in Proposal Exhibit Sheets.
   ii) Full statement regarding the status and past experience of the tenderer.
   iii) List of construction equipment/tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations.
   iv) Documents showing earnest money deposit.
   v) Tenderer’s covering letter.

2.3 **NUMBER OF COPIES OF TENDER** ( Not Applicable ).
The tender shall be submitted in two copies. Each self contained complete in all respect, except that NIT document to be signed and returned only with the first copy and confirmation regarding enclosure to be made in other copies.
2.4 **ALL PAGES TO BE SIGNED** (Not Applicable).

All pages of the tenderer’s offer drawings and other accompanying documents shall be initialed at the lower right hand corner with ink only and signed where required by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer before submission of the tender. All signature shall be dated. (not applicable)

2.5 **AUTHORISATION** (Not Applicable).

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so, certified copy of which shall be enclosed. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force, shall be signed by persons duly authorised to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolution, extracts of articles of association, special or general power of attorney and other information to show clearly the title authority and designation of persons signing the tender on behalf of the company. (not applicable)

2.6 **DELIVERY OF TENDER - through e-tendering.**

3.0 **VALIDITY OF TENDER**

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the Purchaser for a period of six months from the date the tenders are opened. During which period the tenderer shall not withdraw his offer or amend, impair or derogate therefrom.

If the tender submitted does not contain all the relevant information or needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification, the aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of six months that has been accepted, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser until a written contract has been executed in place of such agreement.

The tenderer whose tender has been accepted and so notified shall become the “Successful Tenderer”.

20.
LABOUR ESCALATION.

LABOUR ESCALATION:

LABOUR ESCALATION PAYABLE UNDER THIS CONTRACT.

\[ V = \frac{30 \times R \times (w - wo)}{100 \times wo} \]

\( V \) = Extra amount is rupees to be paid.
\( R \) = Value of work done in rupees during the period under consideration.
\( WO \) = Initial labour wages to the unskilled labour at the last date of tender opening / submission.
\( W \) = Labor wages of unskilled labour during the period of work done / Under consideration.

Note: The above wages are as per the minimum applicable under contract labour (P & A act and as notified by central labour commissioner’s representative office of the jurisdiction area of work.)
QUALIFICATION CRITERIA

Tenderer’s fulfilling the following criteria shall only be considered as technically qualified. Price bids of only Qualified bidders shall be opened :

The tenderer’s average annual turnover during the last 03 years ending 31st March of the previous financial year 31-03-17 should be at least 3.86 Lakhs.

1. The Contractor should also have completed job of Civil Work in last seven year as under :-
   (a) Three similar completed work costing not less than Rs. 5.15 lakhs
   OR
   (b) Two similar completed work costing not less than 6.44 lakhs.
   OR
   (c) One similar completed work costing not less than 10.30 lakhs.

Similar works : Means Civil Construction Work

2. Tenderers should enclose relevant document (copy of work order, completion certificate etc) in support of their credential to justify their qualification as mentioned above in the technical part of the offer.

3. The intending tenderer shall have to produce documentary evidence to prove their past experience, capabilities, proven track record and financial resources to do such type of work.

4. In case of joint venture all participating companies (not more than two partners/participants) should submit all credentials of each participants separately, if joint venture company.

Already exists and previously worked jointly should submit their credential along with complete details of Memorandum of Association and/or Article of Association etc.

Turnover and single job value for qualification of joint venture i.e. combined details of both the partners/participating farms should not be less than 120% of financial qualification as mentioned in items 1 & 2 above. Whereas for minor partner/participating farm of joint venture should individually fulfill at least 40% of qualification (financial) as mentioned in items 1 & 2 above.
DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR

( To be filled-in by the tenderer/contractor )

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 : Limited Co./Private Ltd./Partnership Co./Proprietor shipfirm

7. Registration No. with date and Registering Authority :

8. | Name of Directors/Partners | Occupation | Address |
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9. Address of the office/work site of the tenderer, nearest to the place of the work being tendered :

   --------------------------------------------------------------

23.
10. Particulars about the professional persons employed by the firm:

<table>
<thead>
<tr>
<th>Name of the professional persons &amp; Address</th>
<th>Qualification</th>
<th>Experience in no. of years</th>
<th>Nature of experience</th>
<th>Date of joining</th>
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11. Details of the work experience of the firm:

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<thead>
<tr>
<th>Name &amp; Address of the client</th>
<th>Name of the work &amp; Contract No.</th>
<th>Value</th>
<th>Completion time</th>
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<td>Scheduled</td>
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12. Financial Particulars:

(a) Authorised capital : 

(b) Paid up capital : 

(h) Working capital-limit in cash/credit for, bill Purchase/discount-forms etc. from the bank : Branch : ----------------------------- Value of Rs.-----------------------------

24.
(d) Loans and Advance taken: 

(e) Loan and advances outstanding: 

Value of work/turn over done during preceding three years:

<table>
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<tr>
<th>Financial year</th>
<th>Value of work</th>
<th>Income Tax deposited</th>
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Audited balance sheet and profit and loss account for the last 3 years: 

13. Furnish copy of Income Tax Return for the last three years: 

14. Income Tax/PAN/GIR No: 

15. PF No. 

16. Sales Tax, Central Sales Tax Regd. No.: 

17. Excise Duty Regd. No.: 

18. Contract Labour Regulation & Abolition Act, Regd. No.: 

19. Any other relevant Regn. No. if any: 

20. Details of ownership of various construction equipments furnished as enclosed: 

21. Name and signature of Authorised Representative of Tenderer/Contractor: 

22. Service Tax No: 

25.
# LIST OF SIMILAR JOBS ONLY EXECUTED DURING LAST 7 YEARS (STARTING FROM MOST RECENT JOB).

<table>
<thead>
<tr>
<th>Year</th>
<th>Name of work</th>
<th>Name &amp; Address of client with contact phone no.</th>
<th>Contract value</th>
<th>Completion period</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Reasons for delay, if any</th>
<th>Completion cost including all materials</th>
<th>Completion certificate enclosed (Yes/No)</th>
<th>Dispute, if any (Yes/No)</th>
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Note: Extra sheets can be enclosed, if the above space is not sufficient
LIST OF OTHER CIVIL CONSTRUCTION JOBS (LIKE THOSE INDICATED IN ANNEXURE-II) EXECUTED DURING LAST 7 YEARS STARTING FROM MOST RECENT JOB.

<table>
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<tr>
<th>Year</th>
<th>Name of work</th>
<th>Name &amp; Address of client</th>
<th>Contract value</th>
<th>Completion period</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Reasons for delay, if any</th>
<th>Completion cost including all materials</th>
<th>Completion certificate enclosed (Yes/No)</th>
<th>Dispute, if any (Yes/No)</th>
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Note: Extra sheets can be enclosed, if the above space is not sufficient

Signature of Tenderer
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<tr>
<th>Sl. No.</th>
<th>Name of equipment/Machinery</th>
<th>Year of Manufacture</th>
<th>Quantity</th>
<th>Capacity of equipment</th>
<th>Supporting document enclosed (Yes/No)</th>
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SECTION -- IV

FORMS
FORMS

List of forms

1. Undertaking not to give gift / inducement
2. Secrecy / confidentiality agreement
3. Pre Contract Integrity Pact
4. Bank Guarantee for Performance guarantee
5. Bank Guarantee for Earnest Money Deposit
7. Form of tender
8. Article of Agreement
UNDEARTAKING NOT TO GIVE ANY GIFT /INDUCEMENT IN CONNECTION WITH SECURING ANY FAVOUR IN DEALING WITH UCIL

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature…………………………………………………………………………………………

Name…………………………………………………………………………………………

Title…………………………………………………………………………………………

Name of the Company and Address (with Seal)…………………………………………
SECRECY / CONFIDENTIALITY AGREEMENT

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

WITNESSETH:

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

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

1. The term “Confidential Information” means:
   (1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.
   (2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.

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

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

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
4. Upon request of UCIL, …….(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.

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

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

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

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

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

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

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

1. For _________________________ Witness:
   (Name)
   1. Designation (Name)
   Designation

2. (Name) Designation

For Uranium Corporation of India Ltd.

Witness:
( Name) Designation
1.
Name) Designation

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

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

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

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

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

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

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

3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4 Previous Transgression:

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

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

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

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

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

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

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

6 Sanctions for Violations

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

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BIDDER 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.
Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7 Independent Monitors

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

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

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

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

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

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

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

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

8 Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

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

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

12 The Parties hereby sign this Integrity Pact at __________________ on____________.

BUYER

BIDDER

Signature
Name of the Officer
Designation

Witness

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 extend 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.

39.
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 Guarantee 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 extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We________________________ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.
Dated the __________ day of __________ 20__

________________Bank

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

Bank’s Common seal
FORM OF TENDER

To,
The Chairman and Managing Director,
Uranium Corporation of India Limited,
P.O. Jaduguda Mines,
Dist: East Singhbhum,
Jharkhand – 832 102.

Dear Sir,

With reference to the tender invited by you for ____________________________________________
________________________________________________________

I/We have examined Special Conditions and General Conditions, Article of Agreement, Tender Notice,
Specification and Schedule of Quantities for the above. 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 and deliver the whole lot comprised in
the contract within …………………… calendar month(s) from the date of commencement of work.
I/We have deposited an Earnest Money a sum of Rs………………………………….. with
…………………………………………………….

I/We do hereby agree that this sum 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.
I/We understand that you are not bound to 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……………2017 between .................................(herein after referred to
as the Corporation which expression shall include its successors and assigns) of the one part and
Messrs…………………………………………………………………………..
(herein after referred to as Contractor which expression shall include its successors and assigns) of the other
part WHEREAS the Corporation is desirous that certain works should be constructed
viz……………………………………………………………………………………
and has accepted a Tender by the Contractor for the construction completion and maintenance of such works
NOW THIS AGREEMENT witnesses as follows:

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 herein after referred to.

The following documents shall be deemed to form and be read and construct as part of this agreement viz

a. Tender Notice No…………………………………….. dated …………………..
b. The Drawings
c. The Tender
d. The General Conditions of Contract
e. The Specification
f. The Special Conditions
g. The Schedule of Quantities
h. Design Data and Technical Specifications (if any)
i. General information and Guidance for Tenderers.
j. Any other document specifically mentioned here in as forming a part of the agreement.

In consideration of the payments to be made by the Corporation to the Contractor as herein after
mentioned, the Contractor hereby convenants with the Corporation to construct complete and
maintain the works in conformity in all respects with the provisions of the contract.

The Corporation hereby convenants to pay to the Contractors in consideration of the construction,
completion and maintenance of the works the contract price at the time and in the manner,
prescribed by the Contract.

The several parts of this contract have read to us and fully understood by us.

AS WITNESS OUR hand this ............... day of .........2017 signed by the
said………………………………………………………………………………………………

URANIUM CORPORATION OF INDIA LIMITED

In the presence of

Signed by the said  

CONTRACTOR

In the presence of
SECTION -- V

GENERAL CONDITIONS
GENERAL CONDITIONS OF CONTRACT

SINGULAR AND PLURAL

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

HEADINGS AND MARGINAL NOTES TO CONDITIONS

1.1 Headings and marginal notes to these General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or be taken into consideration in the interpretation or construction thereof or of the contract.

DEFINITIONS:

a) ‘Corporation’ shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines- 832 102, in the state of Jharkhand 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 mentioned in the schedule- ‘F’.

c) The contract shall mean the notice inviting 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 condition with appendices and any special conditions, including subsequent amendments thereof, the specifications, 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 company as the case may be and permitted assigns of such individual or firm or company.

e) The ‘Contract sum’ shall mean:

1) in the case of lump sum contracts the sum for which the tender is accepted.
2) in the case of percentage rate contracts the estimated value of the works as mentioned in the tender adjusted by the contractor’s percentage.
3) 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 undertaking or his duly authorized representative who shall direct, supervise and shall be in-charge of the works for purpose of this contract.

h) ‘Consulting Engineer or consultant’ shall mean as authorized representative which has been appointed as consulting firm by the Corporation.

i) ‘Market Rate’ shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in schedule to cover all over- heads and profit.

j) Schedules(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 or rates prescribed by the Corporation and the amendments there to 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 notified/indicated 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 and maintenance of the works.

m) ‘Urgent works’ shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure.

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.
2.0 CONTRACT DOCUMENTS :-

The contractor shall be handed over one set of contract document after signing the contract agreement with UCIL. He will have to make more copies of the same and he will be required to submit minimum three (3) copies of the document and one original to UCIL. He shall keep one copy of the documents at 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 by other inspecting officer.

2.1 None of these documents shall be used by the contractor for any purpose other than that of this contract.

2.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with contract are aware that the Indian Official Secret Act 1925 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

3.0 WORKS TO BE CARRIED OUT

3.1 The contractor acknowledges that this bid contained all of the information required, in the invitation to Bid, specifically the contractor’s lump sum price or his firm unit price for the work to be performed. The contractor agrees that prices as awarded include any and all cost components including profits, overhead charges and other costs, including but not limited to labour, materials, tools, equipment, insurance, transportation facilities and plant not specified to be furnished by the Corporation or others. 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 empty and hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles, in a work like manner, to the full satisfaction of the Engineer-in-charge.

4.0 INSPECTION OF SITE

4.1 The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, quantities and nature of work and availability of materials, equipment, labour, water and electric power, roads and uncertainties of whether or other physical conditions on the project, the sub-soil conditions, the character of equipment, plant and facilities needed. The contractor must also acquaint himself with 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.

5.0 SUFFICIENCY OF TENDER

5.1 Description of item in the schedule of quantities is brief and therefore shall be read in conjunction with the relevant drawings and 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 the tender for the works and of the rates and prices quoted by him in the schedule of quantities, which shall, cover all his obligations under the contract including programme of work in accordance with general/special conditions of the contract, and all matters and things necessary for the proper engineer, co-ordination, procurement, construction/erection completion, maintenance of the works, and shall also cover the cost of necessary protection, against all risks accidents compensation for injury to life and damage to property if any caused by the contractors operations connected, with the work, including labour, materials and equipment to ensure safety and protection against all risks, accidents, compensation for injury to life and damage to property. The rates shall be firm and shall not be subject to change due to variations 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. No extra charges whatsoever consequent on any misinterpretation or otherwise shall be allowed.

6. 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.

6.1 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.

6.2 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.
6.3 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:

a) The item description should be clear and unambiguous.

b) In case of item rate tender, only quoted rate shall be considered.

c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in such that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.

d) Where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.

e) In case of lump sum Contracts (based on bills of quantities/quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

7. **Security Deposit**:

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

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

i) For deposit upto Rs. 5,000/-: Demand Draft payable at SBI, Jaduguda/Hartopa.

ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakhs: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/- the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a)(iii).

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

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

(b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

(c) **Refund of Security Deposit**:

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

8. Deviation/Variation Extent & Pricing

The Engineer-in-charge shall have power (1) to make alteration in, omissions from additions to, or substitutions for, the original specification, drawings, designs and instructions that may appear to him to be necessary or necessary or advisable during the progress of the work and (2) to omit a part of the works in case of non-availability of a portion 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 substitution shall form part of the Contract as if originally provided there in and any altered, additional or substituted provided there in and any altered, additional or substituted work which the Contractor may be directed to do in 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 here-in-after 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 the disagreement as to the nature of the work and rate to be paid there for shall be resolved in accordance with condition 52.

8.1 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 considered reasonable by the Engineer-in-charge.

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

(a) If the rate for additional, altered or substituted items of work in 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 same item of work in the other schedule of quantities.

(b) If the 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 nearest similar item specified therein. In case of composite tender 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 part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities.

(c) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (a) and (b) above then such item of work shall be carried out at the rate entered in the C.P.W.D. schedule of rates current the 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 Contracts based on item rates or lump sum contract based on Bills of quantities or percentage rate contract).

(d) If the rate for any altered, additional or substituted item of work cannot be determined in the manner, specified in sub para (a) to (c) 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 determined 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.
10.0 SUSPENSION OF WORKS

10.1 The contractor shall on receipt of the order in writing from the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

(a) On account of any default on part of the contractor.
(b) for proper execution of the works or part thereof for reasons other than the default of the contractor.
(c) for safety of the works or part thereof.

11.0 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.

11.1 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)

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

12.0 MATERIALS:

12(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.

12(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.

12(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.

12(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.

12(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.

12(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.
12(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.

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

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

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

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

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

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

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

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

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

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

15(c) **GENERAL:**

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

15(c)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
15(c) 2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.

16. **LABOUR:**

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

16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.

16.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.

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

16.5 The Engineer-in-charge shall on a report having been made by an inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from 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.
MODEL RULES FOR LABOUR WELFARE:

1. 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.

2. 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 made the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of 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 any amount payable to the contractor.

3. 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 indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend him 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 license subject to the following and such other terms and condition as may be imposed by the licenser:-

(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 contractory.

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

5. SETTING OUT THE WORKS

5.(a) The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall provide all labour and setting out apparatus required and set out the works 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 date furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works, till end of the Defects Liability period unless the Engineer-in-charge directs their earlier removal.

6. SIDE DRAINAGE

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

(b) The Contractor shall note at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants of occupiers or other properties near the site and to the public generally.
7. MATERIALS OBTAINED FROM EXCAVATION

(a) 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.

8. TREASURE TROVE, FOSSILS ETC.

(a) 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 article 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.

9. PROTECTION OF TREES

(a) Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1 metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

10. WATCHING AND LIGHTING

(a) 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 these employees on the works or the public.

11. CONTRACTOR’S SUPERVISION – SITE TECHNICAL 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.

12. INSPECTION AND APPROVAL

(a) All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give 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 extend thereof.

(b) 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 item of work which is about to be covered up or put out of view and to examine foundations before permanent item(s) of work is placed thereon. The contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such item of work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, attend to the purpose of examining and measurement such work. 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.

(a) 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.
13. **DUTIES AND POWERS OF ENGINEER-IN-CHARGE REPRESENTATIVE**

(a) 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.

(b) 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 Contractor 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 thereupon confirm, reverse or vary such decision.

14. **REMOVAL OF WORKMEN**

The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to 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 misconduct himself or 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.

15. **UNCOVERING AND MAKING GOOD**

The Contractor shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may time to time direct for his verification and shall reinstate 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 openings or through reinstating and making good, the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

16. **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 unauthorized 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.

17. **COMPLETION CERTIFICATE**

As soon as the work is completed, 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 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 (c) (and/or) item for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be completed 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 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 there of 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 scaffolding,
surplus materials, and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding surplus materials except for any sum actually realized by the sale there of 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.

If at any time before completion of the entire 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 or parts of the same (any such part) then not withstanding anything expressed or implied elsewhere in this contract:

(a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part of Engineer-in-charge shall issue completion certificate for the relevant part as in condition 30 above provided the contractor fulfils his obligation 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 purposes 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.

18. 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).

19. 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.
20. **DEFECTS LIABILITY PERIOD**:

(a) The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period mentioned in schedule-F 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.

(b) From commencement to completion of the works, the contractor shall take full responsibility for the care here of 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 happen to the works or any part thereof and to all Government T&P from any cause whatsoever (save and except the Accepted Risks) and shall at his own cost repair and make good the same.

(c) Provided always that the Contractor shall not be entitled to payment unless the contractor shall insure the work (from commencement to completion), the Corporation’s T&P hired by the contractor and all materials at site, to their full value (as to Corporations T&P according to the value indicated in schedule-C), against the risks of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names 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 shall in installments by the Engineer-in-charge for the purpose of re-building or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

(d) If the Contractor has a 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 insurer in respect of works other than the work under this contract the same may be recovered by the contractor directly from the insurers.

(e) Where the Corporation building or a part thereof is rented by the contract 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.

(f) 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, damage, proceedings, damage, cost, charges and expenses whatever in respect of or in relation thereto; provided always that nothing herein constrained shall be deemed to render the contractor liable for or in respect of or to indemnify the Corporation against any compensation or damages caused by the Expected risks.

(g) 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, Employees Liability Act, 1938, the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether the employment of the contractor or not (save and except where such accident or servants) and against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury against all sum or gumps 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.

(h) The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.

(i) 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 Defects Liability period.

(j) The contractor shall ensure that similar insurance policies 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-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
(k) 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, they and in any such case the Corporation may, without being bound, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as debt due from the contractor.

21. **FACILITIES TO OTHER CONTRACTORS:**

The Contractor shall, in accordance with requirements 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 of any work not included in the contract or of any contract which the Corporation may enter into in connection with or ancillary to the works.

**NOTICE TO LOCAL BODIES**

The Contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of Parliament, State Law or any regulation or By-law of any local authority 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 instructions thereon.

The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act 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.

22. **SUB-CONTRACTS:**

The contract shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

23. **INSTRUCTION AND NOTICES:**

(a) 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 the Engineer-in-charge or any Officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

(b) 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.

(c) The contractor or his agent shall be in attendance at the site/sites during all working hours and shall superintendent the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.

(d) The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of the work in a ‘Works site order book’ maintained in the office of the Engineer-in-charge and the contractor or his authorized representative shall confer receipt of such instructions by signing the relevant entries in this book. If required by the contractor, he shall be furnished a certified true copy of such instructions.

**Foreclosures 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 and hence not require the whole or any part of the works 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 which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
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 eg. Temporary access road, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.

(b) The Corporation shall have the option to take over contractors material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from the 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 and 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.

(c) For contractors materials not retained by the corporation, reasonable cost of transporting such materials from site to contractors 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.

(d) 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 these at which these were originally issued loss 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.

(e) Reasonable compensation for transfer of T&P from site to contractors 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.

(f) 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.

24. TERMINATION OF CONTRACT FOR DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies than unless the accepting Authority is satisfied that the legal representatives 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 completing the contract, the Accepting authority shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or the surviving partners of the contractors firm on account of the cancellation of the contract. 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.

25. 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 in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.

(c) Fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a 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 this behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do 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 or

(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 the terms of payment there of have previously been disclosed in writing to the Accepting/Engineer-in-charge, or
(f) Shall obtain a contract with the Corporation as a result offering tendering or by other non-bona fide methods of competitive tendering; or

(g) Being an individual, or if a firm any partner thereof shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him of shall take any proceedings for 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 purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed executed by him for benefit of his creditor shall be given to contractor for the 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; or

(h) Being a Corporation, shall pass a resolution or the court shall take 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 it to be continued for a period of 21 days; or

(j) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, 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 there after to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.

25.1 The Accepting Authority shall on such cancellation have powers to:

(a) take possession of the site and any materials, constructional plant, implements, stores, etc., there on, and/or

(b) Carry out the incomplete work by any means at the risk and cost of the contractor.

26. 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 him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work and use of tackles and machinery belonging to the contractor.

(a) 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 money due to the contractor on any account, and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

(b) 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 contractors unused materials, constructional plant, Implements, temporary buildings, 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.

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

30. LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

If the Contractor or his workman or employees shall injure or destroy and part of the building in which they may be working or any building, road, fence etc. continuous to the promises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or his prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a quality inferior to that contracted 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 re-execute the work and/or remove and replace with other the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

31. 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 as he may consider necessary. If the urgent work be 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.

32. 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 in the constitution of the firm. Where the contractor is an individual or a Hindi Undivided family business concern such approval as aforesaid shall like wise 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.

33. 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-contractor and other employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in the Scheduled-F 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 of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

34. VALUATION 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 contracted rates for each such items of work.

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

Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him or 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 fail 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.

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

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.

35. **METHODS OF MEASUREMENT**

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 measurement shall be taken in accordance with the procedure set forth in the schedule of rates/specification not withstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the Schedule of rates/specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

36. **PAYMENT ON ACCOUNT**

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

(b) Payment on account for amount admissible shall be made on certifying the sum by the Engineer-in-charge 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.

(c) 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 itself be conclusive evidence that any work or materials to which it relates is in accordance with the contract.

(d) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

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

The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of these 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.

(i) Contract amount not exceeding Rs. 5.0 lakhs: four months

(ii) Contract amount exceeding Rs. 5.0 lakhs: six months

38. 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 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 or extended date of completion of the works or items of work in question.

39. **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 deposit; or he shall pay the claim on demand.

65.
39.1 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 reserve 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 not withstanding the fact than the amount of the final bill figures the arbitration award.

39.2 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 underpayment is discovered, the amount shall be duly paid the contractor by the Corporation.

39.3 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.

39.4 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 account whatsoever.

40. **ARBITRATION AND LAW 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 term 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.

41. **COST OF ARBITRATION:**

Upon every or any such reference, the costs of and incidental to the reference and award respects, 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.

66.
42. **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.

43. **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, Singhbhum.

44. **Party should be offered their rate inclusive of all taxes , duty , EPF , Excluding Service Tax and Festival Allowance 8.33% or as per provision of contract labour (Regulation & Abolition Act , 1970 & rules framed there under , EPF & MP Act , 1952 and framed thereunder , or as per issue of notification from labour office / govt. of India or our company’s notification**

45. **Party shall have to maintain the following Registers & Records. There are :-**

<table>
<thead>
<tr>
<th>Register</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Register of Fine</td>
<td>I</td>
</tr>
<tr>
<td>(b) Register of Over Time</td>
<td>IV</td>
</tr>
<tr>
<td>(c) Register of Deduction</td>
<td>II</td>
</tr>
<tr>
<td>(d) Register of Muster Roll</td>
<td>V</td>
</tr>
<tr>
<td>(e) Register of Advance</td>
<td>XII</td>
</tr>
<tr>
<td>(f) Register of Wages</td>
<td>X</td>
</tr>
<tr>
<td>(g) Issue of Wages Slip</td>
<td>XIX</td>
</tr>
</tbody>
</table>

46. **The contractor will have to pay labour wages through bank account and photo copy of the same certified by the bank shall have to be submitted to the company as a proof.**
Sub :- Compliance of the provisions of Employment Provident Fund & Miscellaneous Provisions (EPF & MP) Act, 1952 :-

Instructions as mentioned hereunder to provide social security benefits to workers engaged by any organization directly or through a contractor :-

All the contractors shall have Provident Fund Code Number. The workers deployed by the sub-contractor are enrolled as members of Provident Fund and should be given the Universal Accounts Number (UAN).

The contractor should submit a certificate that all workers employed directly or indirectly by him are register for EPF and due contribution have been credited to their account at the time of submission of R.A. bills.

Failure on the part of the contractor to comply the above instructions will be an offence under EPF & MP Act, 1952. The following contractors awarded with contract job in Civil (Mill) section are hereby advised to adhere to the above instructions strictly to avoid any legal complications.
TAXATION CLAUSE (FOR TRANSPORTATION CONTRACTS ONLY).

The rates quoted by the contractor shall be inclusive of all taxes, duties and levies except Service Tax. However, Service Tax and education cess on service tax shall be quoted separately by the contractor over and above the quoted price in the Price Bid. Evaluation of \( L_1 \) prices shall be done based on the total value quoted by the contractor including the service tax liability of Uranium Corporation of India Limited, if any.

The Contractor should clearly understand, before quoting the rates, the implication of reverse charge mechanism, negative list and exemption list of service tax. Uranium Corporation of India Limited, under no circumstances, shall pay the liability of service tax on the part of the contractor.

The Contractor has to show the amount of taxes, duties and levies clearly in the invoices / bill raised by him. In case the same is not applicable, the contractor has to clearly certify on the face of the invoice / bill that taxes, duty or levy like service tax is not applicable in the instant case.

It shall be sole responsibility of the Contractor to ensure that all kinds of taxes / duties / levies are deposited by him, in time and in the prescribed manner, with the concerned taxation authorities and Uranium Corporation of India Ltd shall not bear any responsibility, whatsoever, with regard to non/delayed payment of taxes / duties / levies by the contractor to the concerned taxation authorities. Further, in case any dispute regarding non-payment of tax / duty by the contractor which results in any proceeding against Uranium Corporation of India Ltd, then the disputed amount shall be withheld from the pending payments of the contractor.

In case any new tax, duty or levy is imposed by the Government subsequent to the final date of submission of tender the same shall be paid, if applicable, on production of relevant statutory documentary evidence like Notification / circular issued from the concerned taxation authorities. Further, in case of variation (increase/decrease) in the rate of Service Tax after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence.

In case of waiver / concession / reduction of statutory taxes and duties admissible under any law / act, benefit of the same shall be passed on to Uranium Corporation of India Ltd by the contractor.

The Contractor shall comply with the provisions of all the taxation laws and rules framed their under and also the orders or instructions issued, from time to time, in this behalf by the appropriate authorities.

69.
TAXATION CLAUSE (OTHER THAN TRANSPORTATION CONTRACTS).

The rates quoted by the contractor shall be inclusive of all taxes, duties and levies. Service Tax and education cess on service tax to the extent of liability or the contractor shall also be included in the quoted price of the contractor. However, evaluation of $L_1$ prices shall be done based on the total value quoted by the contractor including the service tax liability of Uranium Corporation of India Limited, if any. No separate payment for taxes, duties and levies (including service tax) shall be made to the contractor.

The Contractor should clearly understand, before quoting the rates, the implication of reverse charge mechanism, negative list and exemption list of service tax. Uranium Corporation of India Limited, under no circumstances, shall pay the liability of service tax on the part of the contractor.

The Contractor has to show the amount of taxes, duties and levies clearly in the invoices/bill raised by him. In case the same is not applicable, the contractor has to clearly certify on the face of the invoice/bill that taxes, duty or levy like service tax is not applicable in the instant case.

It shall be sole responsibility of the Contractor to ensure that all kinds of taxes/duties/levies are deposited by him, in time and in the prescribed manner, with the concerned taxation authorities and Uranium Corporation of India Ltd shall not bear any responsibility, whatsoever, with regard to non/delayed payment of taxes/duties/levies by the contractor to the concerned taxation authorities. Further, in case any dispute regarding non-payment of tax/duty by the contractor which results in any proceeding against Uranium Corporation of India Ltd, then the disputed amount shall be withheld from the pending payments of the contractor.

In case any new tax, duty or levy is imposed by the Government subsequent to the final date of submission of tender the same shall be paid, if applicable, on production of relevant statutory documentary evidence like Notification/circular issued from the concerned taxation authorities. Further, in case of variation (increase/decrease) in the rate of Service Tax after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence.

In case of waiver/concession/reduction of statutory taxes and duties admissible under any law/act, benefit of the same shall be passed on to Uranium Corporation of India Ltd by the contractor.

The Contractor shall comply with the provisions of all the taxation laws and rules framed thereunder and also the orders or instructions issued, from time to time, in this behalf by the appropriate authorities.
SECTION -- VI

SPECIAL CONDITIONS
SECTION – VI

SPECIAL CONDITIONS

1.0 This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the general conditions of contract.

2.0 Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of the special condition of contract.

3.0 The technical specification and standards of various works shall be specified in tender specification.

4.0 The work and services to be covered under this specification and the conditions therein are detailed in the following sections of the specification and these sections along with enclosed drawings and documents from a part of this tender specification.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Notice Inviting Tender</td>
</tr>
<tr>
<td>II</td>
<td>General Information</td>
</tr>
<tr>
<td>III</td>
<td>Conditions of Tendering</td>
</tr>
<tr>
<td>IV</td>
<td>Form</td>
</tr>
<tr>
<td>V</td>
<td>General Conditions</td>
</tr>
<tr>
<td>VI</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>VII</td>
<td>Technical Specification</td>
</tr>
<tr>
<td>VII</td>
<td>Schedule of Items</td>
</tr>
</tbody>
</table>

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

6.0 COMPLETION TIME : The total time period for computing the entire job covered under this NIT specification is given / mentioned in the NIT which will be reckoned 15 days from date of work order / L.O.I or handing over the site whichever is later.

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

8.0 Security Rules & Regulation and Entry Passes : The contractor will have to submit the details of the persons to be employed this work within two days of award of work. The contractor will be allowed to start the work only after submission of details in prescribed verification forms (in duplicate) along with four nos. passport size photograph and medical fitness certificate for each labourers separately to the Competent Authority, UCIL. Contractor will make necessary Entry passes for concerned officials of CISF Unit, UCIL sufficiently in advance. Contractor shall strictly abide by the prevailing security rules and regulation and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed.

9.0 DELAY IN COMPLETION :- If the contractor fails to complete the works within the time frame of completion the purchaser shall be entitled to impose liquidated damage a sum at ½ % of contract sum for each complete week between the time for completion and actual date of completion, maximum upto 5 % of the contract value in accordance to clause of the general conditions of contract (G.C.C.).
10.0 SCHEDULE OF ITEMS :- Quantities of various items shown under schedule of items are only indicative and are for the purpose of comparison of offers. For the complete contract period, there is no binding on the value of work to be executed. The contractor will have no claim even if there is no work required to be during the entire contract period. But, if the contractor is asked to take up any job, the contractor will have to mobilize all his resources and shall irrespective of work value take up the job within a very short notice.

For dismantling of concrete, company may provide jackhammer and compressed Air free of charge. However, if the due to any reason company is unable to provide these facilities, the contractor will have to arrange his own or do the job manually. There will be no claim entertained by the company in this account.

11.0 AGREEMENT :- After award of the rates of various items, the contractor will have to execute an agreement with UCIL. Though, there will be as many nos. of work orders as the nos. of jobs to be executed out only one agreement will be required to be executed.

12.0 CONTRACTOR TO FOLLOW SECURITY RULES ENFORCED BY THE OWNER :-

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

13.0 PAYMENT TERMS:-

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

13.2 Satisfactory proof of inspection and acceptance either prior to dispatch and/or at UCIL stores may be insisted upon before release of payment. In case of reputed parties and where the value of order is small or proprietary in nature proof of inspection may be dispensed with after taking proper approval.

13.3 In case if purchase order is F.O.R. destination, 100% advance payment should not be agreed as far as feasible.

13.4 If 100% payment is accepted against dispatch documents, the reasons for the same must be recorded.

14.0 LABOUR ESCALATION.

\[ V = \frac{30 \times R \times (w-wo)}{100 \times wo} \]

\( V \) = Extra amount is rupees to be paid.
\( R \) = Value of work done in rupees during the period under consideration.
\( WO \) = Initial labour wages to the unskilled labour at the last date of tender opening/submission.
\( W \) = Labor wages of unskilled labour during the period of work done/under consideration.

Note: The above wages are as per the minimum applicable under contract labour (P & A act and as notified by central labour commissioner’s representative office of the jurisdiction area of work.

73.
15.0 **SPACE FOR STRUCTURE FABRICATION :-**

Steel materials shall be issued by the owner by weighment and steel materials incorporated in the works shall be measured on the basis of cutting lengths/areas and weight shall be computed by multiplying the same with standard weight per unit lengths/area as per Indian Standard. No claim for any over weight shall be entertained by the client. Only the allowable wastage as indicated in the NIT as amended here in before shall be considered for reconciliation purpose only.

16.0 Party should be offered their rate inclusive of all taxes, duty, EPF, Excluding Service Tax and Festival Allowance 8.33% or as per provision of contract labour (Regulation & Abolition Act, 1970 & rules framed there under, EPF & MP Act, 1952 and framed thereunder, or as per issue of notification from labour office/govt. of India or our company’s notification.

17.0. Party shall have to maintain the following Registers & Records. There are :-

(a) Register of Fine ---- Form I
(b) Register of Over Time ---- “ IV
(c) Register of Deduction ---- “ II
(d) Register of Muster Roll ---- “ V
(e) Register of Advance ---- “ XII
(f) Register of Wages ---- “ X
(g) Issue of Wages Slip ---- “ XIX

18. The contractor will have to pay labour wages through bank account and photo copy of the same certified by the bank shall have to be submitted to the company as a proof.

**VARIATION AND SCHEDULE OF QUANTITIES**

The quantities set out in the Schedule of items are tentatively estimated quantities only. The actual quantities of the items may vary from those indicated in the tender document depending upon requirement of the work, and individual item may vary to any extent or may be excluded altogether. However, the total executed amount can vary up to – 70% all tender rates shall remain firm within this limit. The contractor are advised to keep the above in mind while quoting their rates.

**Water and Electricity :-**

1. Electricity will be provided free of cost.
2. Water will be provided a single point near working site free of cost.

**Tools and Tackles :-**

All Tools and Tackles will have to be arranged by the Contractor.
**Materials to be supplied by the owner.**
The following materials will be supplied by the owner, to the contractor for execution of the works, at prices and condition herein set forth at Central Stores, Jaduguda only. Cost towards taking its delivery, transportation, loading, unloading etc. will have to be borne by the Contractor.

1. **Cement:**
   Cement in paper or gunny bags will be issued at the owner’s stores free of cost but on accountable basis. The quantity of free issue cement will be restricted as per standard certified norms of consumption with allowable wastage.

2. **Steel:**
   Supply of reinforcement steel and other steel items as required, will be issued free of cost, but on accountable basis for proper consumption in the work.

**Conditions of supply:**

(a) Cement and steel will be supplied at owner’s stores at Jaduguda. The contractor shall take delivery of the material at the store as may be directed and shall transport them to the work sites at his own cost and without any charge to the owner. All materials issued on free of cost to the contractor shall be for the specific use on the works only and not for temporary works and nor for the construction of contractor’s site office and stores. Empty cement bags will have to be properly returned to the owner’s stores, otherwise the recovery @ Rs. 5/- per bag will be recovered from the contractor bill.

(b) The contractor shall submit to the engineer well in advance, the estimated monthly requirement of cement, rebar and rolled steel sections.

(c) Steel materials for reinforcement work will be supplied to the contractor in standard available lengths as received from suppliers and may not be in length and sizes as indicated by the contractor. No extra claim whatsoever by contractor on this account will be entertained.

(d) For suitably using usable cut pieces and available lengths of structural steel sections and plates, the contractor shall have to do full strength but welded splices as directed by the Engineer. The design and location of such splices shall require prior approval of the Engineer. No extra cost of such splicing shall be paid to the contractor.

(e) Wastage of steel shall be kept to the minimum. All steel materials issued to the contractor shall have to be accounted for. However, an irrecoverable wastage inclusive of all scrap up to a maximum of 5% of the billed weight of reinforcement shall be permitted while accounting for the materials issued to the contractor.

(f) Wastage of cement issued to the contractor shall be allowed up to a maximum of 3% of the theoretical consumption required to complete the works.

(g) Accounting/reconciliation of materials issued by UCIL shall be on actual quantity consumed for the works plus allowable wastage. Allowable wastage shall be considered as per paragraph V and VI above. The issue of such materials will be regulated in phases as per estimate of likely consumption in particular phase as approved by the Engineer.

(h) Any steel issued in excess over that actually required to complete the works including the respective allowable wastage as mentioned above will have to be returned to the owner by the contractor at the owner’s stores in good condition and in the standard sizes/lengths acceptable to the owner.
The cost of excess issue and not returned beyond 105% of the billed weight in case of steel shall be recovered from the contractor by the owner at a penal rate as mentioned in schedule B, minimum sizes and lengths acceptable to the owner shall be mentioned hereinafter to be eligible for reconciliation accounting as full length (non-scrap) materials.

(a) Bars and rounds of diameter 10mm or less : 1.5m length for each piece.
(b) Plates of thickness 10mm or less : 0.2 sq.m in area but width not less than 150mm.
(c) Plates of thickness more than 10 mm : 0.5 sq.m in area but width not less than 200 mm.
(d) Bars and rounds of diameter more than 10 mm and all structural sections : 3.0 m in length for each pieces.

1. No steel including wastage and scraps shall be removed from site without the consent of the owner. The owner may direct the contractor to return bars of lengths, smaller than specification under (viii) of this sub-clause and such direction shall be complied with and shall include all scraps cut pieces wastage’s, lying scattered on the work site including collection, transport, weighment and delivery to the owner’s stores or yard as directed, free of cost.

2. Cement issued to the contractor in excess of 103% of the theoretical consumption required to execute the works shall only be taken back at owner’s stores, if it is in fresh condition and in full bags. For any cement unaccounted for by the contractor, or otherwise rendered unsuitable for use while in contractor’s custody. The owner will recover from the contractor the cost of cement at a rate which will be mentioned in schedule B (annex-1) enclosed.

3. The contractor shall have to provide suitable store building for proper storage of cement issued to him from time to time.

4. The contractor shall submit reconciliation statement of steel/cement drawn by him from the owner’s stores once in every months. Failing compliance to this requirement, recovery of the cost of materials issued to the contractor at the rates which will be as mentioned in the schedule B.

5. The contractor shall satisfy himself of the quality of materials received at the time of taking delivery from owner’s stores. No claim whatsoever, will be entertained by the owner once the materials are issued to the contractor, in respect of any deficiency either in quality or in quantity.

6. **Space for structure fabrication.**

Steel materials shall be issued by the owner by weightment and the steel materials incorporated in the works shall be measured on the basis of cutting lengths/areas and weight shall be computed by multiplying the same with standard weight per unit lengths/area as per Indian Standard. No claim for any over weight shall be entertained by the client. Only the allowable wastage as indicated in the NIT/as amended here in before shall be considered for reconciliation purpose only.

7. **Site office and stores**

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

74B.
# SECTION – VII

## SCHEDULE -- B

### MATERIALS FOR ISSUE TO THE CONTRACTOR

<table>
<thead>
<tr>
<th>SL.NO.</th>
<th>Particulars</th>
<th>Rate which materials will be issued.</th>
<th>Quantity</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Steel reinforcement</td>
<td>Free of Cost</td>
<td>UCIL , Central Store , Jaduguda.</td>
<td></td>
</tr>
</tbody>
</table>

Rate of panel recovery of the material if consumed excess from the allowable limit.

1.  Cement : Rs. 570.00 / Bags. / As per company Rules.
2.  Steel reinforcement : Rs. 1,08,000.00 per M.T. / As per Company Rules.

Note: Empty cement bags will have to be properly returned to the owners store otherwise cost of the same will be recovered @ Rs, 5.00 per Bag.

---

Signature of Contractor
Date:
**SCHEDULE -- ‘C’**

**Tools and Plant to be hired to the Contractor**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>No. Reqd. By the Contractor</th>
<th>No. Available</th>
<th>Hire charges per unit per Working day.</th>
<th>Frequency of maintenance.</th>
<th>Value Per Unit</th>
<th>Place of Issue.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td>7.</td>
</tr>
</tbody>
</table>

**NOT APPLICABLE**

**Signature of Issuing Officer**
**Date :**

**Signature of Contractor**
**Date :**

**Note :** The tenderers shall indicate in column – 8 the number required by him subject to the maximum column – 3.
### SCHEDULE -- ‘D’

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Category of labourer</th>
<th>Wages per day (Rs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Un-skilled labourer</td>
<td>Contractor’s are required to enquire from time to time from the State govt. wages rate payable and pay to the workmen accordingly.</td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature of Issuing Officer**

**Signature of Contractor**

**Date:**

**Date:**

**Note:** It will be the responsibility of the Contractor to check-up time to time from the State Government Authority minimum wages rate and pay to the accordingly.
**GENERAL CONDITIONS OF CONTRACT**

1. **Accepting Authority**: Chairman and Managing Director.

2. **Market rate percentage addition to cover overheads and profit**: Ten percent.

3. **Retention Money**: 10 Percent of the contract sum Including Earnest Money.

4. **Date of Completion**: 06 Months the total time period for computing the entire job covered under this NIT specification is given / mentioned 15 days from date of work order / L.O.I or handing over the site whichever is later, from the date of commencement.

5. **Defect Liability period**: 12 (Twelve) months from date of completion of the last work Executed under this contract.

6. **On Account payment**: 03 (three) R.A and One final Bill.

7. **Security deposit returned after Virtual completion**: 50% (Fifty Percent) and remaining 50% After expiry of defect liability period.

8. **Insurance**: As Directed.

9. **Authority for Appointing Arbitrator**: Chairman & Managing Director.
SECTION – VIII
SAFETY OF CONTRACTORS EMPLOYEE

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

- In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting officer.

- The contractor shall make no reason of or in connection with such stoppage.

- Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons his safety representative shall be an employee in a supervisory capacity and his safety duties may be in addition to other technical administrative duties.

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

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

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

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

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

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

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

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

- Prime contractor reports shall include the Mandays lost and occurrence of accident under the jurisdiction of the sub-contractors.

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

- You will have to provide necessary safety appliances to the workmen engaged by you for safety carrying out the job. However, if required, safety appliances will also be provided the company and the cost of the same will be recovered from the bills of the party. Contractor have to bring all their labours for necessary training in Mill Training Center for two hours before actual commencement of the work.
CLASSIFICATION OF ACCIDENTS

Type – A

1. Fatal Injuries.

2. Serious injuries such as fracture, dislocation, sauer burns necessitating hospitalization.

3. Any injury to five or more persons.

4. Accidents resulting in damage by fire, explosion etc.

Type – B

1. Minor Injuries which result in laceration, abrasion, contusion etc.

2. Disabling Injuries but not requiring hospitalization.
APPENDIX – II

ACCIDENT INVESTIGATION REPORT

Name of the Contractor and Project : 
Nature of the contract : 
Name of the Engineer-in-charge : 
Name of the Injured person : 
Age : 
Address : 
Date and Time of Accident : 
Place where the accident occurred : 
Nature of job : 
What was the injured person doing : 
At the time of accident ? : 
Description of accident (in detail) : 
Nature of injuries : 
What was defective or in wrong condition that was 
Responsible for the accident ? : 
What was wrong with working methods instructions ? : 
What steps should be taken to prevent/recurrence 
Of such accident ? : 

Name of the Witness : 
Safety representative’s remarks with signature and date : 

81.
APPENDIX – III

( FORM – B )

SUMMARY OF ACCIDENT FOR THE MONTH OF ………………………………………

<table>
<thead>
<tr>
<th>Name of the Contractor :</th>
<th>Name of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Sub-Contrator :</td>
<td>Name of the Safety of the Project</td>
</tr>
<tr>
<td>Representative :</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total no. of persons working In the project :</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Engineer :</td>
<td></td>
</tr>
<tr>
<td>Supervisor :</td>
<td></td>
</tr>
<tr>
<td>Labourers :</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total nos. of accidents(including type ‘A’ &amp; ‘B’ accident)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Disabling Injuries :</td>
<td>Non-Disabling Injuries :</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th>No.</th>
<th>No. of days lost / changed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handling Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full of persons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand tools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire / Explosive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collapse of excavation / structure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric shock / burn</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remarks :</td>
<td></td>
<td>82.</td>
</tr>
</tbody>
</table>
SECTION --- `X

VI

SPECIAL CONDITIONS FOR SAFETY

Important Instructions to Contractors

1. After getting work order, contractor will have to submit their Site In-charge contact number to the following officials of UCIL for better co-ordination.
   a) Respective Section-In-charge,
   b) Safety officer (Mill),
   c) Respective Site In-charge and
   d) Mill In-charge.

2. The contractors will have also to collect contact numbers of all above mentioned personnel for proper co-ordination during execution of any job.

3. Before starting up any work against work order issued by UCIL to the contractor, contractor will have to submit medical fitness certificate of their workmen to the Safety Officer (Mill). (If contract period shall be more than 3 months).

4. After receiving medical fitness certificate, Safety officer shall sign the request letter for preparation of gate pass of their workers.

5. All workers of contractor shall report to the Mill Training Centre for their safety induction training.

6. Only after safety induction training, they shall be engaged for any job.

7. The contractor shall inform in writing to UCIL’s Site-In-charge & a copy to Safety Officer (Mill) in one day advance about the work taken up next day & safety precautions taken up during execution of work and PPE’s to be provided to their workmen.

8. Before starting any job, a safety pep-talk shall be given by their experienced supervisor/site in-charge.

9. Before starting critical jobs, contractor shall have to fill Job Hazard Analysis form as per the format attached as Annexure ‘X’. They shall have to prepare Specific Safety Job Procedure before starting any critical jobs such as dismantling & erection jobs at height etc. Also a checklist (as Annexure ‘Y’) for the same shall be prepared and implemented. Height Pass System shall be followed as per attached format. (Annex-VIII).

10. For critical jobs they shall be given Safety Work Permit.

11. After issue of safety work permit, safety personnel shall check all the safety related aspect as per the checklist prepared by the contractor and then only allow them to carry out the work.

12. During execution of critical job, site in-charge / safety personnel of the contractor and site in-charge of UCIL shall be present.

13. For bigger contract, contractor will have to engage Qualified Safety Personnel (having qualification diploma in industrial safety) for assessment of safety related issues.

14. After completion of job safety permit shall be handed over to the respective section-in-charge.

15. Gate pass to the Contractor labour shall be issued only after production of PPE’s by them. Safety shoe & helmet are mandatory for issuing gate pass. No contract workmen shall be allowed without PPE.

16. Washing of clothing of contract worker is mandatory. Their clothing shall be washed in our washing facility at Mill Division, Jaduguda on chargeable basis @ Rs. 0.5 per cloth washing charges shall be deducted from Contractor’s bill.
# JOB HAZARD ANALYSIS, UCIL, MILL DIVISION, JADUGUDA

<table>
<thead>
<tr>
<th>S.No</th>
<th>Sub-activity in sequential order</th>
<th>Hazards &amp; Associated Risks</th>
<th>Control Measures/ Safety Precautions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Date: ..................................  SWP No. & Date  ..............................

Job description in brief: 
Estimated time for completing the job:
Agency responsible for safe execution of the job:

Prepared by: Permitee  
Reviewed & Approved by: Section Head
Check List for erection and dismantling job at height

(Put a √ mark)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particular</th>
<th>Yes :</th>
<th>No :</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Job Hazard Analysis Done</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>2.</td>
<td>Safety training given to workmen</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>3.</td>
<td>All engineering aspect such as load assessment, support requirement, safety etc, done.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>4.</td>
<td>Safe Operating Procedure made</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>5.</td>
<td>PPE has been provided to all workmen</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>6.</td>
<td>Safety work permit issued</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>7.</td>
<td>Height pass is available with the workmen who will work at height.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>8.</td>
<td>Safety net is used if work is carried out above 15 m.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>9.</td>
<td>Medically fitness certificate has submitted by all workmen</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>10.</td>
<td>Engagement of qualified safety personnel.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>11.</td>
<td>Engagement of site supervisor</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>12.</td>
<td>Double sling is available in case of use of hydra crane.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
<tr>
<td>13.</td>
<td>Hand over of permit after job is over.</td>
<td>Yes :</td>
<td>No :</td>
</tr>
</tbody>
</table>

(Signature of Site In-charge / Supervisor)

85.
VII
MEDICAL EXAMINATION OF CONTRACT WORKER
FORM 1
CANDIDATE’S STATEMENT AND DECLARATION

The candidate must make the required statement below prior to his medical and must sign the declaration appended thereto. His attention is specially directed to the warning contained in it:

1. State your name in full (in block letters) :


2. State your age, date of birth and place of birth :


3. (a) Have you ever had chickenpox, smallpox, intermittent or any other fever, enlargement or suppuration of glands, spitting of blood, asthma, heart disease, lung disease, fainting attacks, rheumatism, and appendicitis? 

OR

(b) Any other disease or accident requiring confinement to bed and medical or surgical treatment ?

4. Details of Vaccination/ Immunization :


5. Have you or any of your near relations been afflicted with tuberculosis, asthma, fits, epilepsy, insanity or birth defects ?


86.
6. Have you suffered from any form of nervousness due to overwork or any other cause?

: ________________________________

7. Have you been examined and declared unfit for Government Service by a Medical Officer/Medical Board, within the last three years?

: ________________________________

8. Furnish the following particulars concerning your family:

<table>
<thead>
<tr>
<th>Father's age if living and state of health</th>
<th>Father's age at death and cause of death</th>
<th>No. of brothers living, their ages and state of health</th>
<th>No. of brothers dead, their ages at death and cause of death</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mothers age if living and state of health</th>
<th>Mother's age at death and cause of death</th>
<th>No. of sisters living, their ages and state of health</th>
<th>No. of sisters dead, their ages at death and cause of death</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

9. Past Occupation:

Give details of Name of the Company and Job Hazards if any.

: ________________________________________________________________

: ________________________________________________________________

10. Personal History:

Diet: __________________________________________________________

Smoking: _______________________________________________________

Other Habits: ___________________________________________________

11. Marital Status:

Married /Unmarried: _________ No. of Children: ________

I declare all the above answers to be, to the best of my belief, true and correct.

I also solemnly affirm that I have not received disability certificate/pension on account of any disease or other condition.

87.
Candidate’s signature: _______________ Signed in my presence: _______________

Signature of Medical Officer: _______________

**Note:** The candidate shall be held responsible for the accuracy of the above statement. By willfully suppressing any information, he will incur the risk of losing the appointment or forfeiting all claims to superannuation allowance / gratuity, if appointed.
FORM 2

EXAMINING PHYSICIAN’S REPORT

1. Personal Details:
   
   Name: ___________________________  Sex: Male/ Female
   Date of Birth: ___________________________  Marital Status: Married/ Unmarried
   Designation: ___________________________  Division & Section: ______________
   Nature of job: ____________________________________________________________________
   General __________________________________________________________________________
   Appearance: ________________________________________________________________________
   Present posting:
   Type of job ________________ (occupational hazard, if any)__________________________
   
   Marks of Identification:
   I. _____________________________________________
   II. _____________________________________________

   Signature of Medical Officer: ____________________  Signature of Candidate: ______________

2. History:

   a) Personal: ______________________________________________________________________
   b) Family: _________________________________________________________________________
   c) Past History: Major Illness/Operations/Injuries with date
   ________________________________________________________________________________
   ________________________________________________________________________________


89.
d) Occupational: Previous________________ Duration with year_________
   Type of work done__________________________________________
   (Details of past exposure to any significant occupational hazards)

e) Female Candidate:
   Menstrual History: i) Age at menarche: __________ ii) LMP: __________
   iii) History of miscarriages/abortions/ still births/ congenital malformation
etc. __________________________________________________________

3. **General Examination:**
   a) Temperature: __________ °C          b) Pulse: ________/min
   c) Height: __________ cm.            d) Weight: __________ kg.
   e) Blood Pressure: ________________
   f) Acuity of Vision:

<table>
<thead>
<tr>
<th></th>
<th>Without glasses</th>
<th>With glasses</th>
<th>Strength of glasses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sph</td>
<td>Cyl</td>
<td>Axis</td>
</tr>
<tr>
<td>Distant Vision</td>
<td>RE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>LE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Near Vision</td>
<td>RE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Detailed visual acuity test to be performed specifically for personnel to be posted as
Drivers, Crane operators, Fork-lift operators, Locomotive operators, Firemen, Security personnel)
   · Night Blindness: ________________________________
   · Colour Vision: _________________________________
   · Depth of Vision: _______________________________
   · Fundus Examination: ____________________________

   g) Skin condition: Normal/Abnormal Comment if any__________________
   h) Teeth: Normal/Abnormal Comment if any ________________________
   i) Lymph nodes: Normal/Abnormal Comment if any__________________
   j) ENT: Normal/Abnormal Comment if any__________________________
k) Special Investigation
   i) Varicose Veins: ________________________________
   ii) Deformities: ________________________________
   iii) Hernia: ________________________________
   iv) Hydrocele: ________________________________
   v) Haemorrhoids: ________________________________
   vi) Lymph nodes: ________________________________
   vii) Oedema: ________________________________
   viii) Fistula: ________________________________
   ix) Thyroid: ________________________________

l) Others: ________________________________

4. **Systemic Examination:**
   a) Respiratory system: ________________________________
   b) Cardiovascular system: ________________________________
   c) Gastro-intestinal system: ________________________________
   d) Locomotor system: ________________________________
   e) Central Nervous system: ________________________________
   f) Genito-Urinary system: ________________________________
   g) Others: ________________________________

5. **Laboratory Investigation:** (Routine)
   a) WBC: TLC: _____ /cmm
      DLC: _____
   b) Urine:
      Sp. Gravity: ________; Sugar: ________;
      Reaction: ________; Albumin: ________;
      Microscopic Examination: ________________________________
   c) Chest X-ray Report: ________________________________
   d) Bio-Chemistry: ________________________________

6. **Job Specific Test** (if any) (Audiometry, Spirometry, etc.) ________________________________

7. **Remarks:** ________________________________

Signature of Medical Officer: ________________________________

91.
FORM 3

MEDICAL CERTIFICATE OF FITNESS FOR EMPLOYMENT

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

i) Fit

ii) Unfit on account of ___________________________________________

iii) Temporarily Unfit on account of ___________________________________________

his / her marks of identification

1. ______________________________________________

2. ______________________________________________

and Blood Group is _________________

Medical Officer’s
signature: __________________
Name : __________________
Designation: _________________
APPLICATION FOR ISSUE OF HEIGHT PASS (Contractor’s employees)

Part-1

(Valid only for 6 months from issue unless cancelled/withdrawn earlier by the issuing authority. It can be revalidated free of cost on due application to In-charge Safety Section-UCIL. In case of loss, applicant must apply and appear for the practical test again)

1. Full name of applicant (Block letters) : 
2. Present address : 
3. Permanent address : 
4. Age : 
5. Sex : 
6. Height : 
7. Gate pass No : 
8. Date of issue Gate Pass : 
9. Name of Contractor with whom engaged at present : 
10. Contract work order No : 
11. Description of present job : 
12. Previous experience of working at height : 

<table>
<thead>
<tr>
<th>Name of the employer</th>
<th>Duration of Employment</th>
<th>Work experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

93.
13. Do you suffer from any of these ailments: (Write YES/NO against each)

a) Blood pressure : 

b) Flat foot : 

c) Epilepsy : 

d) Mental Depression : 

e) Frequent Headache or reeling sensation: 

f) Limping Gait : 

Declaration:

I hereby declare that the above information furnished by me is true & correct. I shall always wear the safety belt & tie the life line when ever working at height above 10.ft or in depth. I shall not misuse the height pass issued to me or transfer it to any other person. I shall never come to duty or work at height/depth under influence of alcohol.

Date: 

Name of the applicant: 

Signature: 

Signature of Safety officer (Concerned contractor) 

Signature of Engineer In charge (Concerned contractor) 

To 

Engineer in charge UCIL
MEDICAL EXAMINATION FOR ISSUE OF HEIGHT PASS

Part-2

a) Blood pressure : 

b) Flat foot : 

c) Epilepsy : 

d) Mental Depression : 

e) Frequent Headache or reeling sensation: 

f) Limping Gait : 

I, Dr.………………………………………., have examined Shri…………………………... and found that he is suffering / not suffering from any height related illness.

I certify him fit / not fit to work at height.

Date of medical test: -------------------

Signature of Doctor Registration No & Seal: -------------------------------

95.
PHYSICAL TEST FOR ISSUE OF HEIGHT PASS

Part-3

Date of physical test:

(The above applicants has appeared at the following practical tests conducted by In-charge Safety of UCIL and the results are given below)

a) Walking freely over a horizontal bar at 01 ft .height       PASS / FAIL
b) Wearing a safety belt & tying the nut                      PASS / FAIL

c) Walking freely over a horizontal structure at 10ft .height  PASS / FAIL
d) General physique                                            PASS / FAIL

The above applicants performance in the above test has been satisfactory /Un satisfactory .He has been issued a height pass bearing Sl.No. _____________
(if found unsatisfactory mention reason )

Date of issue:                                                  Seal:

Signature of Engineer in-charge (UCIL)                           Signature of Issuing authority
Name:                                                          Designation:

URANIUM CORPORATION OF INDIA LIMITED

MILL DIVISON, JADUGUDA

HEIGHT PASS (for contractor’s employees)

H.P. No. :______________________________
Date :______________________________
Name Sri :___________________________________________________
Gate Pass No:_________________ Agency:________________________
Age:_____________________________ Blood Group:_______________
Training imparted on_______________________________________

________________________________

UNDER TAKING
I _______________________________ understand safety precaution to work at height through safety training with the demonstration of use of helmet, full body harness, fall arrestor, safety net, working platform and life line.

Signature:.................................

Date of issue: ___________________________ valid upto_________________________
Revalidation up to __________________________________________________________
Authorized to work at height.

Recommended by
Contractor Safety officer

Issued by
UCIL Safety Officer
Affidavit Cum Declaration

I……………………S/o……………………of village…………………P.O……………………………..

P.S……………………Town……………………Dist……………………Jharkhand , by faith………………by occupation……………………do hereby Solemnly affirm and declare as follows :-

(i) That I am working with M/s……………………who has been awarded work order No………………………………dated …………………From UCIL , Jaduguda.

(ii) That I am fully aware that I am Contractor worker of the aforesaid Contractor and, as Such, I or my successor shall not have any claim of employment with UCIL at any time, in case of fatal accident or termination/completion of period of work order. I shall not place a demand for employment with UCIL in future also.

Verification

Identified by Sri…………………………
Advocate at Jamshedpur

The Statement made above are true to the best of my knowledge, belief and information and I Sign on ………………… At…………..

Deponent

The deponent is known to me & has signed in my presence.

Advocate

98.