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Sealed Tenders in 2 (TWO) sets (one original and one copy) are invited for the execution of following works:

Name of Works: Supply of Manpower (Skilled, Semi-skilled & Unskilled) for Maintenance of Communication System of Uranium Ore Process Plant

1. Earnest Money Deposit: Rs. 5600/- (Rupees Five Thousand Six Hundred only)
2. Cost of Tender: Rs.350/- (Rupees Three Hundred Fifty only)
3. Estimated value of work: Rs. 2,81,034/- (Two Lakhs Eighty One Thousand Thirty Four only)
4. Date of Commencement of sale of Tender Document: 12-10-2016
5. Date of Closing of Sale of Tender: 27-10-2016
6. Last date of receiving of completed Tender: 28-10-2016 at 12.00 Noon
7. Tender Opening Date: 28-10-2016 at 3.30 PM

The bidder should be financially sound. The average annual financial turnover during the last 3 years should be at least Rs 10.00 Lakhs.

The bidder should have experience of having successfully completed similar works during last 6 years ending 31.03.2016 as at (a) or (b) or (c) below:

a. One similar completed work costing not less than Rs 2.25 Lakhs
b. Two similar completed works each costing not less than Rs 1.40 Lakhs.
c. Three similar completed works each costing not less than Rs 1.12 Lakhs.

‘Similar Works’ means supply of manpower in a process plant.

Documentary evidence in the form of Certificates from clients / Work Order copies specifying the work and the amount of contract should be submitted.

Tender document can be obtained from the Office of the Addl. Manager (Administration), UCIL, TURAMDIH on payment of cost of the Tender document fixed thereon (non-refundable) in cash or Bank Draft, payable at State Bank Of India, Jaduguda Branch, Code No. 0227. The Tender Documents shall be available on all working days except Sundays and Holidays as per timing specified below.

Monday to Saturday: From 8.00 AM To 12.00 Noon and 03.00 PM To 5.00 PM

Tender documents can be downloaded from our website - www.uraniuncorp.in. In such a case, 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, Jaduguda 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 be paid through SBI Collect Challan. This will operate at all branches of SBI in India. Format of Challan is enclosed is given at page no 32 of this NIT. Cost of tender document in SBI Bank Challan (UCIL Copy) shall be submitted in separate sealed envelope, super scribing- Cost of Tender Document NIT No, Name of Work, Name of Tenderer and date of tender opening.

The tenders in duplicate (1 original+1 copy) are to be submitted in Single Part i.e. Part-IA, Technical & Commercial Terms & Conditions and Part-IB, Price proposal, to the Addl. Manager (Personnel), Uranium Corporation of India Limited, Turamdih, P.O.: Sundernagar, District: Singhbhum (East), Jharkhand – 832 107 reach him on or before the date & time fixed for receiving the bid. Telex, telegraphic or email bids will not be entertained. The sealed outer cover should contain two envelopes, each sealed and marked with NIT no, closing date and general description of work tendered for and type of bid. One sealed envelope should contain technical proposal and commercial terms and conditions and the other sealed envelope price proposal; both envelopes should be enclosed in an outer sealed cover which should be super scribed with Enquiry No. and general description of the work quoted for.

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

Tenders received without earnest money are likely to be rejected. Tenderer shall enclose the Draft/ Bank Guarantee of the public sector Banks for the Earnest Money in separate envelope and shall enclose the same in the envelope containing technical proposal.

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work or regroup the packages among more than one contractors if necessary without assigning any reasons whatsoever. Purchase preference shall be applicable as per Govt. of India directives.

for Chairman & Managing Director
Uranium Corporation of India Limited
JOB DESCRIPTION & SCOPE of WORK

UCIL is interested to invite offer for supply of manpower for the maintenance of Communication System (i.e.-Telephone Distribution Network, Public Address System and Closed Circuit System) of Turamdih Process Plant. The party should have pool of Skilled, Semi-skilled and Unskilled manpower. Persons deputed at site should be capable to take-up the job assigned to them without need of any sort of training. Brief description of telephone distribution network and public address system is given below:

**Telephone Distribution Network:**

One 400 line EPBAX is installed in Turamdih Mines area. Out of 400 lines, 125 lines are used in Turamdih Mill and terminated in junction box located near to Main Receiving Station (MRS). Multi pair Armoured Cables/ Twin Flat cables/ Drop Wires are laid inside the plant to distribute telephone lines in all critical areas through junction boxes. Fax Machines, Push Button and Rotary Dial Type phones are provided in the plant. In some places plan 1+1, Cordless Phones, Speaker Phones and Fax Machines are also provided. **Maintenance of EPBAX is excluded from the scope of present tender**

**Public Address System:**

Public Address System has been provided to establish one-way communication between Local Panel Rooms (LPR), Central Control Room (CCR) and field. Main component of P.A. System are Amplifiers, Loud Speakers, Mike and Switcher.

**Closed Circuit Television System:**

To monitor the critical equipment and various process streams remotely, CCTV system has been provided. Day/ night fixed and PTZ cameras, Multiplexer, Joystick/ keyboard, CRT/ LCD monitors are major components of CCTV System.

**NOTE:** One set of operation and maintenance manual of all instruments, covered under AMC, shall be provided to the contractor. All maintenance jobs are to done as per OEM recommendation.

**SCOPE OF WORK:** This specification include maintenance work of CCTV, Telephone and PA system distribution network of Turamdih Mill. The work excludes the telephone exchange and their peripherals up to MDF. It includes the cable network of CCTV, telephones and PA system. The maintenance work is to be carried out on subscriber lines i.e. cables, wires, JBs, fittings, telephone instruments & speakers. The work includes cleaning of equipments, maintenance of tel. instruments, speakers, installation & removal of telephones, JBs, speakers, GI pipes, conduits, PVC batten and attending of telephone & PA system complaints, finding of line faults, their rectification & testing etc. The work includes telephone shifting, connection, disconnection and repair, testing of telephones and speakers, Fax Machines, updating, maintaining the drawings, records & files etc. The work also includes excavation of cable trench, laying of cable, installation of JBs, MS conduit, casing capping and jointing of cables at Plant and colony. Cleaning of CCTV lenses, Camera Housing, Focus adjustment etc of complete CCTV system.

**JOB REQUIREMENT:** Tenderer has to provide support in carrying out the preventive maintenance, and attend breakdowns of CCTV system, telephone distribution network and
public address system. All spares required for maintenance shall be provided by UCIL as ‘Free Supply Items’.

**Maintenance Work: Telephone Distribution Network:**

1. Attending of telephone complaints, finding of line faults, their rectification & testing etc.
2. The work includes telephone shifting, connection, disconnection.
3. Updating, maintaining the drawings, records & files etc.
4. Installation/ Replacement of JBs, MS conduit, casing capping and jointing of cables.
5. The contractor shall maintain log-book of the maintenance job carried out and defects found.
6. Cleaning of equipments, maintenance of tel. instruments.
7. Periodic checking of junction boxes.
8. Drop wire laying & termination.
10. Armoured 5/20/50 Pair cable laying & Termination in existing cable trenches/ cable trays.
11. Armoured 5/20/50 Pair cable laying & Termination underground. The work also includes excavation and back filling of cable trench after laying of cable.

**Maintenance Work: Public Address System:**

1. Attending of PA system complaints, finding of line faults, their rectification & testing etc.
2. Checking and adjustment of volume levels in all the speakers.
3. Replacement of defective Mikes/ Switchers/ Speakers etc. by removing the defective equipment from their position.
4. The contractor shall maintain log-book of the maintenance job carried out and defects found.
5. Cleaning of equipments, maintenance of instruments.
6. Armoured signal cable laying & Termination in existing cable trenches/ cable trays.
7. Armoured signal cable laying & Termination underground. The work also includes excavation and back filling of cable trench after laying of cable.

**Maintenance Work: CCTV System:**

1. Cleaning of CCTV lenses, Camera Housing, Focus adjustment etc of complete CCTV system.
2. Replacement of defective Camera/ Lenses /Switchers/ Multiplexer/ Monitors etc. by removing the defective equipment from their position.
3. The contractor shall maintain log-book of the maintenance job carried out and defects found.
4. Armoured signal and control cable laying & Termination in existing cable trenches/ cable trays.

5. Armoured signal and control cable laying & Termination underground. The work also includes excavation and back filling of cable trench after laying of cable.

**SUPERVISION AND WORKFORCE:**

Contractor has to provide supervision and workforce to maintain the Communication of Turamdih Mill on Round the Clock basis.

One competent “Maintenance Supervisor (Skilled Manpower category)” to co-ordinate all activities of maintenance of Communication System of a modern process plant shall be deputed at site exclusively for present tender.

Maintenance Supervisor will have total responsibility of:

- General Shift management.
- Planning and execution of Preventive and Breakdown maintenance.
- Adequate inventory of spares and consumables.

Maintenance Supervisor will be in general shift. The head quarter of maintenance Supervisor will be “Turamdih Ore Processing Plant” and he should give his full time to supervision of maintenance work and whose duties and responsibility should be in totality.

The contractor should deploy only such persons who are careful, skilled and experienced in their respective trade and whose qualification and experience meet the tender requirement. Some relaxation for technician in qualification and experience may be considered on case-to-case basis for highly deserving candidates suitable for the job depending on the interview performance and trade test. **Trade test of work force will be taken by a team of UCIL and workforce will be approved after satisfactory performance.**

**Resource Deployment:**

Contractor shall have to provide full time resident maintenance personnel as per following details. The necessary documents regarding their qualifications and experience should be submitted along with acceptance letter of work order. **(The contractor shall not mention the rate separately).** The minimum desirable qualification and experience are given below:

<table>
<thead>
<tr>
<th>Supervisor</th>
<th>Qualification</th>
<th>Responsibilities</th>
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<tbody>
<tr>
<td>01 No.</td>
<td>Graduate with 4 years experience in Communication System / C&amp; I System</td>
<td>All drawings updating of networks, directories updating and other associated field supervision works. Taking necessary instructions from engineer-in-charge and co-ordination of work</td>
</tr>
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URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

Supply of Manpower for Maintenance of Communication System
(Tender no- TMD INST-037)

<table>
<thead>
<tr>
<th>Technician (Semi-Skilled category)</th>
<th>Qualification</th>
<th>Responsibilities</th>
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| 2 Nos.                            | ITI. with minimum 3 year work experience  
Or  
10th Pass with 6 year work experience in the area of CCTV, telephone, PA system, electrical and electronics maintenance work | He will primarily be responsible for complete maintenance of CCTV, telephone network, PA system network and all other work assign by engineer-in-charge |

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<tr>
<th>Helpers (Unskilled Category)</th>
<th>Qualification</th>
<th>Responsibilities</th>
</tr>
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<tbody>
<tr>
<td>3 Nos.</td>
<td>8th Pass with 2 year work experience in the area of CCTV, telephone, PA system, electrical and electronics maintenance work</td>
<td>All types of works like cleaning, lifting of tools &amp; equipments etc</td>
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*Total nos. of working days for ‘General Shift’ is 6 per week. Sunday is weekly off for General Shift.

Maintenance persons should be available at all times. They can also be called at any time. Contractor should attend the faults immediately. In case be fails to attend within 24 Hours, he should inform the matter to the Engineer-In-Charge, with the reasons for not attending the same.

Numbers mentioned above is the bare minimum requirement to maintain communication system efficiently on round the clock basis. Tenderer has to ensure availability of adequate resources to attend major breakdown or shutdown at site in specified time frame. In case of considerable increase in quantities, additional resources will be required to complete the job. Deployment of additional resources is in the scope of this tender against. Therefore, extra claim against deployment of additional resources will not be considered.

Since plant is spread over large area, frequent movement of men and machine will be required to attend the fault in minimum possible time.

The personnel employed by the contractor shall be skilled, experienced, and careful in their several trades in similar works and shall possess the necessary licenses may be required by the statutory rule governing the installation & commissioning work included in the specification and schedule of rates of the contract.

Contractor shall furnish details of the qualifications and experience of all proposed contract employees including their experience in maintenance of communication system.

The maintenance contract covers Annual maintenance work of CCTV, Telephone, and PA system distribution network of Turamdih Mill only.

The maintenance contract includes labour, service, repairing/ replacement of defective components of CCTV, telephone instruments, PA speakers etc. for the entire period of contract.

Preventive Maintenance (PM) also includes the cleaning of CCTV Lenses, telephone instruments / PA speakers, Focus adjustment of CCTV Cameras, which shall be done as per
maintenance schedule. The PM report will be submitted by the contractor after getting it signed from individual user to Engineer-in-Charge.

While attending the service call, the Service Supervisor shall first communicate the faults detected to the engineer-in-charge or his representative and as per his advice; further action for replacement/repair shall be carried out.

The contractor shall maintain log-book of the maintenance job carried out and defects found and rectified.

All types of tools, devices required to perform specified works including any temporary arrangement which may be necessary during maintenance work at work place shall be arranged by UCIL.

The shifting of components if required will be done by the contractor under the guidance/instruction of engineer-in-charge or his representative.

**Penalty**

a) There is a provision of imposing penalty charges on the contractor if the contractor is not able to maintain the system as desired. Item wise penalty is given below.

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<tr>
<th>S.No.</th>
<th>Description</th>
<th>Penalty</th>
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<tbody>
<tr>
<td>1</td>
<td>Absenteeism of Supervisor</td>
<td>10% of perday rate</td>
</tr>
<tr>
<td>2</td>
<td>Absenteeism of Technician</td>
<td>10% of perday rate</td>
</tr>
<tr>
<td>3</td>
<td>Absenteeism of Helper</td>
<td>10% of perday rate</td>
</tr>
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Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on the total amount of the penalty.

The Liquidate Damage (LD) clause will be not applicable for this contract.

The penalty charges, if imposed shall be recovered from the running account bill.

The complaint format shall be mutually decided by Engineer-In-charge. The complaints can be registered in any of the forms - phone call/ written request etc.

Contractor shall monitor call status information and solve the problem to the full satisfaction of users. Also the contractor shall provide feedback regularly to the users. Contractor shall keep up-to-date record of complaints which can form a database for taking future corrective decisions.

Contractor shall maintain a comprehensive register of the Communication Assets covering all details.

Contractor shall ensure that no items taken out of UCIL premises without necessary approvals.

The contractor will not sublet any part of the work to anybody else.

There shall be an engineer-in-charge or his representative who will look after the entire job being performed by the contractor.

Before replacing any components, verification of genuineness shall be done by the engineer-in-charge or his representative.
The contractor has to ensure that his staff will be available from 0900 Hrs to 1700 Hrs. on all working days and in case of holidays and Sundays, the team should be available as and when desired by Engineer-in-charge or his representative.

The resident staff of the contractor will not leave headquarter without taking prior permission of engineer-in-charge.

If the person is going on leave, then the contractor have to make alternate arrangement and the person deputed have to get full feed back session from the person who is going on the leave.

**INSTALLATION, TESTING, COMMISSIONING:**
The installation, testing and commissioning shall be carried out in accordance with the latest approved standard/ITD/IS specification. The laying of Telephone cable shall be done as per specification mention in the Job Description.

**WORKMENSHP:**
Good workmanship and neat finished appearance are the prerequisite for complying with the clauses of these specifications. With a view to ensure fine workmanship the tenderers shall employ skilled workers in the type of work they are engaged. The work should be done under the supervision of licensed Electrical supervisors with good educational qualifications and considerable experience. Tenders shall furnish the name of Supervisors who will be engaged in this work with details of their experience.

**PAINTING:**
After completion of installation and testing of all equipment MS boxes, JBs, conduit etc. shall given two coats of paint of the approved mark and color.

The scope of this specification related to transportation, laying, testing and commissioning of telephone cable.

All equipments and materials specified in the schedule as departmental free supply will be made available at central store, UCIL, TURAMDIH Store in good condition as received from supplier contractor shall transport all equipment and materials in phased manner to erection site for installation. The equipment shall be erected, tested and pre-commissioning checks done instruct accordance with manufacture's drawings, instruction manuals and Engineer-in-charge layout drawings. Any defect in erection discovered while testing shall be rectified by the contractor at his own risk and cost to the complete satisfactions of the engineer. Any damage to materials suffered during transportation from site exchange to the erection site and during erection shall be rectified by the contractor at his own risk and cost to complete satisfactory or Engineer.

**NEW JOBS:**
Shifting of telephone connection, new telephone connection disconnection of telephone connection, supply and installation of M.S conduit, laying of single /two pair telephone. cable, supply and installation of telephone plug Sockets with top, laying of UG cable including supply of sand & bricks, excavation and back filling etc. as per ITD specification, supply and installation of JB as specified.
TERMS & CONDITIONS

1. **Contract Period:**
The period of proposed tender is Three Months from the date of issue of work order, which may be extended further subject to satisfactory completion of the contract period.

2. **Security Deposit:** Total amount of security deposit will be 5% of total value of the work. Security deposit is to be paid either in cash or Bank Draft, in favor Uranium Corporation of India Limited, payable at State Bank Of India, Jaduguda Branch, Code No. 0227 alternatively security deposit will be recovered @ 10 % from each running bill till the full security deposit is recovered.

3. **Rates in Words & Figures:** Tenderer shall submit their rates in Figures & Word without overwriting/ cutting in the price part of their offer. Incase of any mismatch of rates between Figures & Words, rate quoted in words shall be considered.

4. **TERMS OF PAYMENT:**
The contractor shall submit the monthly bill in triplicate to UCIL the payment for the completed work shall be released against monthly RA (Running Account). The contractor shall submit his bills immediately after completion of the month. UCIL will make payment to contractor within 30 days from the date of submission of bill.

5. Income tax shall be deducted as per I.T. Act. Income Tax & Work Contract Tax, if applicable, shall be deducted from your bills

6. **VALIDITY:** Offers shall be valid for 120 days effective from the date of tender opening.

7. **Reimbursement for variation in Taxes:** The Contractor will be paid at actual against production of documentary evidence for any variation in statutory taxes, duties etc. or any imposition of new Governmental taxes /duties during the Contract execution etc. period. For this purpose, the bidder should indicate clearly in his price bid the details of taxes and duties considered for all those major items for which he intends to claim for such reimbursement.

8. **Medical Care**
The Contractor shall be fully responsible for first aid and emergency medical treatment to his employee at site. The Contractor at site shall make necessary arrangement for this purpose. In serious cases, medical facilities of UCIL may be available to the Contractor on chargeable basis. The medical supervision of Contractor over his employee shall include anti-malaria measures, vaccination against small pox, and inoculations against cholera, typhoid and other infectious diseases. Employees suffering from infectious disease shall be removed as soon as detected. If any case of infectious disease were discovered amongst the employees, it must at once be reported to the UCIL. The Contractor shall abide by the provisions of the Employees State Insurance Scheme as applicable.

9. **ACCEPTANCE OF BIDS:**
The right is reserved to reject any or all tenders. The lowest tender will not necessarily be accepted. Any tender not supported by the information requested in the tender document will not be accepted. Along with the offer the documentary evidence to show the past experience of the supplier in the area of Communication System has to be submitted. Without the documentary evidence offer will not be accepted. The satisfactory completion certificate or satisfactory continuation certificate from a reputed company if attached will add a feather to the offer.

10. **CARE IN SUBMISSION OF TENDER:**
Before submitting the tender, the tenderer should satisfy himself by actual inspection of the site, approaches, availability of material, camping facilities for his workman etc and that all conditions liable to be encountered during execution of the works are taken into account and that, the rates accepted are adequate and are inclusive of such conditions.

11. **SECURITY RULES:**
The tenderer shall follow at site all security rules as may be formed by the Corporation from time to time regarding movement of materials and equipment at site, issue of identity cards, control of entry of personnel, and all similar matters. Tenderer shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities. Nothing extra will be payable on account of stoppage / hindrance of work due to compliance of the said security rules.

12. **FORCE MAJEURE:**
The term “Force Majeure” is defined as follows:
Any delay in the execution of works either directly or indirectly by any cause beyond the control of the Contractor and in particular, but without prejudice to the generally of the strikes, concerted action of workman, lockouts, fire, storms, floods, earthquake, riots, lightning or any other act of nature, war whether declared or not, insurrection, restraints imposed by the Government or Governments, Legislature or any other proper authority.

13. **IDLE CLAIM:**
Tenderers may please note that no claims will be entertained on account of idle work force, labour, manufacturing facility and machinery, stoppage of work, unprecedented rains, storm or any other unforeseen circumstances.

14. **SETTLEMENT OF DISPUTE BY ARBITRATION:**
All disputes arising during the execution of work or after the completion or abandonment thereof shall be referred to the sole arbitration of person appointed by the UCIL.

15. **CONTRACTOR’S ORGANISATION AND SET UP AT SITE:**
Maintenance of Control & Instrumentation System of plant is very important because overall performance of the plant will depend on status of plant automation. It is essential that the contractor’s organisation at site is headed by a very experienced and responsible personnel of the Company. The Contract-in-charge will have to be senior enough to liaison with senior management of his organisation directly and will be vested with powers to take prompt decisions and actions. He has to organize the shift schedule in line shift schedule of UCIL, plan for maintenance and keep Communication system available all the time in healthy condition. The contractor should depute experienced manpower in round the clock shift to maintain the plant automation system. The experienced
certificate and screening of personnel deputed for the said work has to be carried out in consultation with the UCIL. The workmen will be deployed based on experience and selection by interview. Before deployment the UCIL will take interview of individual workman in presence of the contractor and suitable candidates only will be selected based on their performance in the interview.

16. **LABOUR:**
The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship. The contractor should not employ in connection with the works any person who has not completed 18 years of age.

The contractor shall obtain a valid license under contract labour act before the commencement of the work and continue to have a valid license until completion of the work. All facilities to workman, labourers, wages, leave, medical leave /maternity benefit, provident fund, housing, insurance etc shall be regulated as per GOVERNMENT LAWS and REGULATIONS. Insurance coverage for the labourers and personnel working under the contractor shall be regulated as per standard government rules.

17. **SAFETY MEASURES:**
To avoid possible accidents to staff and labour employed on this job, it is imperative to observe the safety practices specified by the corporation and these shall be strictly followed.

The tenderer shall be responsible for the observance and implementation of all safety precautions during execution of job in the plant. The tenderer shall comply with all applicable provisions of safety regulations and other precautionary measures, which the UCIL has in effect at the site.

18. **SAFETY RULES:**
Tenderer shall strictly follow the safety guidelines as per safety guide AERB/SG/IS-1. Some other salient points to be taken care of during executions of works are given below.

a) The Tenderer shall follow the safety regulations as prescribed in the tender and Indian Standards. He shall provide necessary safety appliances to his employees as instructed by the UCIL depending upon the nature of work.

b) In case of an accident resulting into any rest or disability to the workman the same should be immediately reported to the Safety Officer.

c) Any person felt under the influence of alcohol or any intoxicating drugs on duty will be declared unfit for duty and should not be allowed to work. His entry pass would be confiscated and he should be sent out of the premises of the work / plant.

d) Drums or other make shift arrangements must not be used in place of ladders or workbenches or supports on any job.

e) First Aid kits or boxes and stretchers should be readily accessible at all time with the Tenderer.

f) For all work that cannot be done from the ground level or from part of any permanent structure or from other available means of supports, soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to place of work.

g) All scaffoldings shall be securely supported or suspended and whenever necessary be properly braced to ensure suitability.
h) Chains, ropes or other lifting materials used for the suspension of scaffolding must be of adequate strength and suitable quality and shall be tested quality.

i) The platforms of suspended scaffoldings shall be sufficiently wide. Suspended scaffoldings shall have handrail of about 1 meter height from the floor of the platform. Such scaffoldings or staging shall be fastened to prevent it from swaying away from the structure.

j) All sides of the platform from which a person is liable to fall shall be provided with guard rails to a height of at least 1 meter with the toe boards of at least 15 cm high so placed as to prevent the fall of materials and tools from the platforms.

k) Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters shall have a probe.

l) Spacing between the side rails of the ladder shall not be less than 45cms uniform step spacing shall not exceed 30 cms.

m) Whenever it is necessary to work at elevated places not adequately protected by railing, safety belts with lifelines securely tied to some firm structure or other support, which is independent of the equipment on which the person is working worn.

n) Nobody from contract workmen shall be allowed to work at elevated places without wearing Safety belts. As an additional precaution, safety nets made of coir rope or nylon or any other suitable material should be hung at suitable elevation to prevent people and equipment falling below.

o) Dropping or throwing materials from roof structures or other elevated positions is prohibited.

p) Where work is going overhead, the area below should be cordoned. If it is not possible to cordon the area place caution sign “CAUTION –MEN WORKING ABOVE” - or depute responsible person to warn passerby.

q) Helmets ISI Mark (made of fiber glass or any other suitable material) must be used by all the employees working on jobs.

r) Material handling jobs or where the chances of falling objects are present or where there is a possibility of persons tracking against projecting objections etc.

s) All necessary personnel safety equipment such as face masks, safety helmets, safety boots, safety belts, gloves, safety goggles etc., as considered adequate by the UCIL have to be kept available for the use of person employed at the site of work and maintained in condition suitable for immediate use and tenderer shall take steps to ensure proper use of equipment by the workers.

t) The Tenderer shall use tubular steel for scaffolding for all heights more than 5-meter height as approved by the UCIL.

u) All the safety items have to be arranged by contractor confirming to relevant IS code in consultation with UCIL.

19. FAIR WAGES:

The wage paid to the workmen shall not be less than fair/minimum wages fixed by the Govt. from time to time. The tenderer is deemed to have taken this aspect in his unit rates estimation for various items of work covered under this contract.

The tenderer shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Departmental notification procedures issued in this regard shall be applicable to this contract.
20. **DEVIATIONS FROM ORIGINAL TENDERS:**
   The contractors should submit four (4) copies of any suggested deviations from the tendering documents in the bid itself for consideration by the UCIL. These deviations shall constitute part of the contract when approved by the UCIL.

21. **LAYOUT:**
   The location & layout of various buildings and other connected buildings are generally as indicated in the layout plan. The tenderer is requested to acquaint himself with location and layout of the various building structures, areas etc. before submission of offer.

22. **SERVICE TAX:**
   The rate quoted should be inclusive of Service Tax. The tenderer should submit Service Tax registration certificate and number along with the offer.

23. **SECRECY:**
   All information’s, drawings, designs and specifications imparted to the tenderer shall at all times, remain the absolute property of the Purchaser. The tenderer shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
   The tenderer shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the tenderer with the prior consent of the UCIL. In such cases, the tenderer shall ensure and obtain similar obligation of confidence from third parties in question. No photographs of the work or plant within the site premises shall be taken without the prior approval of the UCIL.

24. **SUB-CONTRACTS:**
   The Tenderer shall not sub contract the whole or any part of the work.

25. **TERMINATION OF CONTRACTS:**
   UCIL may without prejudice to any other remedy for breach of contract by written notice of default same to the contractor, terminate the contract in whole or in part:
   a) If the contractor fails to deliver any or all the services within the time period (s) & quality specified in contract.
   b) If the contractor fails to perform any other obligation under the contract or
   c) If the contractor in either of the above circumstance does not take remedial action for its failure within a period of 30 days after receipt of default notice from UCIL.
   d) If the action of the contractor, towards, maintenance of COMMUNICATION System affects operation of Plant, then termination of the contract will be made immediately. In the event the UCIL terminate the contract in whole or in part, pursuant to the above provision UCIL shall not pay any compensation in any form to the contractor for the left out work.

26. **FORECLOSURE OF CONTRACT**
   If at any time after acceptance of the tender / during execution of Contractor work, the UCIL decides to abandon or reduce the scope of the works for any reason whatsoever
27. ABANDONMENT OF WORK:
In case work is abandoned by the contractor and UCIL is put to the loss by issuing another contract for left out scope of work originally awarded, the Contractor shall pay to UCIL, the difference in the amount of the actual contract value awarded to the new Contractor for the left out work and the amount which would have been paid to him had he not abandoned the work.

28. SHIFT SCHEDULE:
The tenderer has to ask his workmen to follow the prevailing shift schedule of TURAMDIH MILL if they are put in shift duties otherwise they will be in general shift and will follow the general shift schedule. During round the clock shift operation, off days will be as per shift schedule, off for Sundays and other national holidays are not applicable. The supplier has to ask his workman to follow the prevailing shift schedule at TURAMDIH MILL. Shift duty or general shift duty for the workman will be decided in consultation with UCIL.

29. MOBILIZATION & DEMOBILIZATION:
The contractor shall mobilize the workmen only on the approval of the UCIL. The mobilization time should be maximum one week. Based on the assessment of work from time to time the contractor shall be informed to demobilize the workmen with oral/written notice of One week. UCIL also reserves the rights to demobilize the workmen by paying compensation in lieu of notice period. The contractor should mobilize the selected candidates at least 3 days before the date of commencement of the work.

30. MOBILIZATION ADVANCES:
Not applicable.

31. STORAGE:
Since maintenance is involved, the contractor has to ensure the availability of basic maintenance materials and tools for day to day use. While bringing the material the contractor has to give one copy of the list of material he is bringing in and a monthly status for the spares used and the balance to UCIL. All materials shall be stored as to prevent deterioration or contamination by foreign matter and to ensure the preservation of their quality and fitness for the work. If the storage arrangement is not to the UCIL satisfaction the UCIL may direct the tenderer to make such arrangement as he considers necessary and in the event of non-compliance, he would reserve the right to make proper arrangements departmentally or through other agencies at tenderers risk and cost.
32. SITE INVESTIGATION:
   The tenderer should satisfy himself as to the nature and location of the work, transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and all other such incidental costs at Turamdih Mill site. Any failure of the tenderer to acquaint himself with all the available information concerning these conditions will not relieve him of the responsibility of estimating properly, the difficulty or cost of successfully performing the work. The tenderer should note that Turamdih Mill Site is located at 5 Km (approx.) from Tatanagar Railway Station on Tata-Hata State Highway.

33. UNIFORM / DRESS
   The supplier should ensure wearing of clean uniform/dress to the employees while working. The colour of the uniform will be decided by UCIL. The name of the company / supplier has to be written on uniform. Without the uniform the workforce will not be allowed to work.

34. ACCOMMODATION
   UCIL may provide limited quarter / residence for the accommodation of Contractors personnel on chargeable basis subject to availability. No land will be made available within the project area for the construction of staff and labour quarters for the contractor.

35. SUPPLY OF ELECTRICITY:
   The supply of electricity will be made available on free of cost for maintenance of COMMUNICATION System.

36. CLARIFICATION:
   The bidders are advised to get clarification regarding any confusion / ambiguity regarding the tender from the UCIL before submitting the tender.

37. It is mandatory for the contractor to pay provident fund to all the employees deployed at UCIL as per applicable rules under this contract.

38. The tenderer shall comply with the provisions of other laws such as Bonus, Gratuity Act & other Labour laws applicable. The tenderer should submit Service Tax registration certificate and number along with the offer.

39. THE BIDDER SHALL INDICATE IN THE BID THE SERVICE TAX REGISTRATION NUMBER AND IN CASE THE SERVICE TAX REGISTRATION NUMBER IS NOT AVAILABLE, THE BIDDER WILL GIVE CONFIRMATION FOR OBTAINING REGISTRATION WITH A COPY OF APPLICATION FOR REGISTRATION.

   THE CONTRACTOR LIABLE TO PAY SERVICE TAX FOR THE WORK/SERVICES RENDERED TO UCIL, SHALL SPECIFICALLY MENTION THE SERVICE TAX REGISTRATION NUMBER IN THEIR INVOICES. FURTHER, THE AMOUNT AND RATE OF SERVICE TAX SHALL BE SEPERATELY AND DISTINCTLY SPECIFIED IN THE INVOICE.
FOR PAYMENT OF SERVICE TAX, SerialLY NUMBERED INVOICE/ BILL SHALL BE ISSUED BY SERVICE PROVIDER AND SHOULD ALSO SPECIFY THE FOLLOWING:

(I) THE NAME, ADDRESS AND REGISTRATION NUMBER OF THE SERVICE PROVIDER.

(II) THE NAME AND ADDRESS OF THE RECEIPIENT OF THE TAXABLE SERVICE

(III) DESCRIPTION, CLASSIFICATION & VALUE OF TAXABLE SERVICE PROVIDED AND;

(IV) THE SERVICE TAX PAYABLE ON SUCH SERVICES.

40. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

41. Correction of Errors

Bids determined to be substantially responsive will be checked by UCIL for any arithmetic errors. Errors will be corrected by the UCIL as follows:

(a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and

(b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the ‘TOTAL RATE’ as quoted will govern.

The amount stated in the bid will be adjusted by the UCIL in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

42. Signing of Agreement

UCIL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to UCIL.

The successful bidder shall be required to execute an AGREEMENT in the standard Proforma on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

43. UCIL reserves the right to fix up priorities which will be conveyed to the contractor and the CONTRACTOR shall plan and execute work accordingly.

==================================================================

FOR PAYMENT OF SERVICE TAX, SERIALLY NUMBERED INVOICE/ BILL SHALL BE ISSUED BY SERVICE PROVIDER AND SHOULD ALSO Specify the following:

(I) THE NAME, ADDRESS AND REGISTRATION NUMBER OF THE SERVICE PROVIDER.

(II) THE NAME AND ADDRESS OF THE RECEIPIENT OF THE TAXABLE SERVICE

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43. UCIL reserves the right to fix up priorities which will be conveyed to the contractor and the CONTRACTOR shall plan and execute work accordingly.
44. The contractor shall supply all Personal Protective Equipment (PPE) like helmets, Safety shoes, hand gloves, safety belts etc. of standard quality to his workmen at his cost as required for carrying out the jobs as specified in the SOR. In addition to the PPE Contractor has to supply uniform to its employees with their company symbol or logo.

45. The contractor shall ensure all protective safety equipment like helmets, Safety shoes, hand gloves, safety belts etc. to his workmen at while executing items as mentioned in the tender.

46. If due to contractor’s fault maintenance is not attended in the scheduled time / period, a penalty equal to the amount entrusted jobs value in addition to the deduction of the normal amount payable for the said job shall be imposed.

47. The contractor shall maintain proper record of his employee’s attendance and payment made to them for inspection, OT, Damages, Wages, PF, ESI & other relevant documents related to Labour laws.

48. Contractor shall obtain proper Gate pass from Security in-charge of UCIL and they shall submit police verification report of all the manpower as deployed for carrying out the job.

49. Contractor shall issue an identity card to its/his personnel to be deployed for carrying out the awarded job, which shall be displayed by them every day, without which the entry will be refused and suitable penalty shall be imposed at the discretion of UCIL.

50. The contractor’s representative / supervisor shall report daily to the site engineer for day-to-day working.

51. It will be responsibility of the contractor to pay wages to the personnel as per the minimum wages prescribed by the appropriate State/Central govt./authority under minimum wages act 1948 & to record & maintain the same which shall be duly got verified by the state authorities.

52. LABOUR LICENCES & PROVIDENT FUND:
   The contractor shall at his expenses, ensure due compliance with all applicable and governing industrial and labor laws, rules and regulations and bylaws both of the Central and State Governments and all other local authorities and shall keep the owner harmless and indemnified in respect thereof. The CONTRACTOR shall in particular ensure due compliance with the provisions of relevant Minimum Wages Act, 1948, payment of Wages Act, 1930, Contract Labor (Regulation & Abolitions Act 1970, Employees Provident Fund and Miscellaneous Provision Act 1952 and other Industrial Laws in force at site of work.

53. SITE UPKEEP:
   The Contractor shall ensure the upkeep of the working site from time to time for access to work site and also from safety point of view. Working site should always be kept neat & tidy up to the entire satisfactions of the EIC. Before handing over any work to owner,
the contractor in addition to other formalities to be observed as detailed in the documents shall clear the site to the entire satisfaction of EIC.

54. The security deposit shall remain at the entire disposal of the company as a security for the satisfactory execution and completion of works in accordance with the conditions of contract.

55. The company shall be at liberty to deduct any appropriate sum from the security deposit for such completion and dues as may be payable by the contractor under the contract and the appropriation will be made good by further deductions from the contractors subsequent interim bills in the same manner as aforesaid until the security is resorted to is full limit mentioned above.

56. COMPLIANCE WITH STATUTORY LAWS
The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works, including but not limited to the following:
   i) Contract Labour (Regulation & Abolition) Act 1970
   ii) Payment of Wages Act. 1936,
   iii) Minimum Wages Act 1948,
   v) Factory Act.
   vi) Apprentices Act.
   viii) Industrial Dispute Act.
   ix) Environment Protection Act.
   xi) Maritime Act.
   xii) Service Tax Act
   xiv) ESI Act, 1948 & Worker Compensation Act, 1923
   xv) Inter-state Migrant workmen(Regulation of employment & Conditions of Service) Act 1979
   xvi) Payment of Bonus Act, 1965
   xvii) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of LPG plant.

57. The contractor shall be responsible for the following:
   i) Ensuring regular supervision and control by the contractor himself or by his authorized representative on the personnel deployed by him for UCIL’s work should exist and necessary direction should flow from the contractor to his workforce for undertaken the contractual obligations.
   ii) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to UCIL and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee’s and employer’s contributions. The contractor shall also be responsible to pay any administrative/inspection charges there of wherever applicable, in respect of the personnel employed by him for the work of UCIL.
iii) The contractor shall indemnify UCIL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

58. Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

Envelope-I: Super scribing Techno-Commercial / Un-priced Bid (PART-A)

Part-A: Techno-commercial / Un-priced Bid (to be furnished in original only) and shall contain the following:
   a) Covering Letter
   b) Bidder’s general details/information.
   c) Power of Attorney/Authority letter from competent official in favor of person(s) signing the bid that such person(s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
   d) Bidders are required to submit copy of latest valid Employees Provident Fund Registration Certificate under RPFC, Service Tax Registration No & PAN Card No.
   e) Copy of PAN Card/certificate
   f) Copy of Service Tax Registration Certificate

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

Envelope-II: Super scribing “Price Bid - Part-B: Price Bid

(i) Part-B It should contain only the Rates complete with rates duly filled in (and NO terms and conditions or any attachments and annexure should be put in Priced Bid) super scribing on the sealed envelope “Price Bid”. Please avoid corrections/over writings. In case of any correction, the bidders shall put their full signature and stamp.

59. STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:

a. The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to obtain and to abide by all necessary license/ permission from the concerned authorities as provided under the various labor law legislations including labor license from the Competent Authority under the Contract Labor (Regulation & Abolition) Act, 1970.

b. The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1958, Contract Labor (Regulation & Abolition) Act, 1970, Minimum wages Act, 1940, Payment of Wages Act 1936, Workmen Compensation Act 1923 and other relevant Acts, Rules and Regulations in forced from time to time.

c. The contractor shall be responsible for necessary contributions towards PF, Family Pension, etc. or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering services to UCIL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees’ as also the UCIL’s contributions
to the Provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of UCIL.

d. The contractor shall regularly submit all relevant records / documents in this regard to UCIL representative for verification and subject to that only UCIL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & UCILs) along with a detailed statement submitted to RPFC office showing the name of contractor’s employees and the amount remitted in respect of the employees.

e. The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 6th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

f. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

g. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

h. No. labour below the age of 18 years shall be deployed.

i. The contractor shall be responsible to engage competent supervisor to supervise and monitor the jobs being performed by the persons to be deployed by the contractor and give suitable direction to the workforce for performance of the jobs so as to meet the contractual obligations.

j. The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.

k. The contractor shall indemnify and keep the owner harmless of all claims, damages Or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Section</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Preventive Maint. Frequency</th>
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<tbody>
<tr>
<td>1</td>
<td>CCTV</td>
<td>PTZ Dome Camera complete with Camera, Lens, Outdoor Weatherproof Housing, Power</td>
<td>4</td>
<td>Set</td>
<td>Weekly</td>
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<td></td>
<td></td>
<td>Supply, PTZ Controller with Motor and Mounting Brackets/Clamps etc.</td>
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<tr>
<td>2</td>
<td>CCTV</td>
<td>Fixed Camera complete with Camera, Lens, Indoor Housing, Power Supply and</td>
<td>70</td>
<td>Set</td>
<td>Weekly</td>
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<td></td>
<td>Mounting Brackets/Clamps etc.</td>
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<td></td>
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<tr>
<td>3</td>
<td>P.A.Sys.</td>
<td>Loud Speaker Horn Type 15 W (RMS)</td>
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<td>Nos.</td>
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<td>4</td>
<td>P.A.Sys.</td>
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<td>Nos.</td>
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<td>5</td>
<td>P.A.Sys.</td>
<td>MIC with Stand</td>
<td>15</td>
<td>Nos.</td>
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<td>P.A.Sys.</td>
<td>Amplifier</td>
<td>15</td>
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<td>P.A.Sys.</td>
<td>8 Channel Switcher for Speaker Selection</td>
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<td>Nos.</td>
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<td>P.A.Sys.</td>
<td>4 Channel Switcher for Speaker Selection</td>
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<td>9</td>
<td>P.A.Sys.</td>
<td>Telephone interconnect unit</td>
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## PRICE FORMAT

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<th>Sl. No.</th>
<th>Description of Work</th>
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<th>Total Man days in 3 Months</th>
<th>Rate/Man day (in Rs) in Figure</th>
<th>Rate/Man day (in Rs) in Words</th>
<th>Amount per day (in Rs)</th>
<th>Total amount including all taxes but excluding Service tax (in Rs)</th>
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<tr>
<td>A</td>
<td></td>
<td>C=A*B</td>
<td>D</td>
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<tr>
<td></td>
<td>Supply of <strong>1 Supervisor</strong> (Skilled) for maintenance of Communication System</td>
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<td>78</td>
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<td></td>
<td>Supply of <strong>2 Technicians</strong> (Semi Skilled) for maintenance of Communication System</td>
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<td>156</td>
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<td></td>
<td>Supply of <strong>3 Helpers</strong> (Un Skilled) for maintenance of Communication System</td>
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<td><strong>G. Total</strong> in figure (Sum total of Column F) excluding Service Tax</td>
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<td><strong>G. Total</strong> in words (Sum total of Column F) excluding Service Tax</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
DECLARATION FORM

To

The ………………………..
…………………………
…………………………
…………………………
…………………………

Date : 

Tender Notice No. : 

Name of Work : 

Dear Sir,

I/We, the undersigned, having examined the Tender Documents as above hereby submit this tender amounting to the sum as per the enclosed price part and should the same be accepted, hereby undertake to execute the complete works as set-forth in the Scope of Works, Technical Specification & Tender drawings in accordance with the Terms & Conditions of Tendering, or in default thereof to forfeit and pay to Uranium Corporation of India Ltd., the sum of money mentioned in the relevant portion of Tender document.

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

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

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

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

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

Signature of Tenderer

Name :

Address

Dated……….. day of ………  200 ……

Witness :

Name :

Address :
CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made and entered into this ____________ day of _______ TWO THOUSAND TWELVE at Jaduguda between Uranium Corporation of India Limited (A Government of India Enterprise) having its registered office at Jaduguda Mines, Dist. Singhbhum (East), Jharkhand – 832 102 (hereinafter referred to as the Corporation) which expression shall unless repugnant to the context includes its successors and/or assigns of one part and M/s ______________________________________________________________________ (hereinafter referred to as Contractor which expression shall unless repugnant to the context include its successors and/or assigns on the other part.)

WHEREAS UCIL invited Tenders to be submitted for AMC of Communication System for the entire plant mentioned in the Tender document submitted by the Contractor as laid down in Annexure-A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure-A AND WHEREAS after consideration of the Tender submitted by the Contractor UCIL accepted the said Tender as in Annexure-A along with the modification listed in Annexure-B.

AND WHEREAS one of the Conditions embodied in the Tender submitted by the Contractor and accepted by UCIL was that the Contractor upon acceptance of its tender shall enter into an Agreement with UCIL and shall furnish Bank Guarantee for Rs ___________________ ( ) for the due observance fulfillment and performance by the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by UCIL.

AND WHEREAS UCIL HAS CALLED UPON THE contractor to executed the presents.

NOW THIS AGREEMENT WITNESSETH AS follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract herein after referred to.

2. The Corporation letters of Intent Nos. _______________________________ along with the following documents shall be deemed to form and be read and construed as part of this Agreement as thoughtfully written out and set-forth herein.


   b) ANNEXURE-B: Various correspondences and Minutes of Meeting to be read with Annexures as listed in the Enclosure-1 to this agreement.
In the event of discrepancy or ambiguity between this Agreement and any of the documents described above, this Agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions in the document (a) to (d) inclusive, the priority of these documents shall be settled in accordance with the order (d) to (a) i.e., the document executed earlier.

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

4. The price payable by the Corporation to the Contractor for the execution of the Contract mentioned herein above shall be Rs. __________________________ (_______________________________________) and the Corporation hereby covenants to pay Contractor in consideration for the execution of the Contract, the contract price at the time and in the manner prescribed by this Agreement and set forth in the above documents (a) to (d) inclusive.

5. All notice called for by the terms of the Agreement shall be effective only at the time of receipt thereof and only when received by the Parties to whom they are addressed by Registered Post with Acknowledgement due, at the following addresses:

   a) URANIUM CORPORATION OF INDIA LIMITED
      (A GOVERNMENT OF INDIA ENTERPRISE)
      P.O. JADUGUDA MINES
      DIST. SINGHBHGUM (EAST)
      JHARKHAND – 832 102

   b) __________________________

   __________________________

   __________________________

6. The Corporation and the Contractor agree that this Contract Agreement including annexed documents (A) to (B) inclusive expresses all of the Agreement and covenants of the parties and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in this Contract Agreement.

7. Both parties shall make best endeavour to set amicably among themselves any dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties are not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly and agreed between the parties that any such dispute or difference will arising out of or in connection with the Contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement.
8. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.

9. This Contract Agreement is made in all good faith and executed in two identical counterparts, one for the Corporation and the other for the Contractor.

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

In the presence of SIGNED & DELIVERED for and on behalf of URANIUM CORPORATION OF INDIA LTD.

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SIGNED & DELIVERED BY The Contractor

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BANK GUARANTEE FORM FOR EARNEST MONEY

This Deed of Guarantee made this ________________________________ day of Two Thousand Twelve by _____________________ Bank (hereinafter referred to as the Guarantor) in favour of M/s. Uranium Corporation of India Limited (A Government of India Enterprise) P.O. Jaduguda Mines, Dist. Singhbhum (East), Jharkhand – 832102 (hereinafter called ‘UCIL’) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

WHEREAS M/s. _______________________________ (hereinafter referred to as Tenderer) is required to pay to UCIL a sum of Rs. _______________ in the form of Bank Guarantee as Earnest Money in respect of their Proposal No. ___________ dated ____________ against NIT No. ____ dated ___________ for the works as per terms and condition specified in NIT.

AND WHEREAS the Tenderer has requested UCIL to exempt them from payment of earnest money in Bank Draft and in lieu of the Tenderer depositing earnest money in Bank Draft UCIL has agreed to accept a Bank Guarantee for equivalent amount.

AND WHEREAS the Tenderer has approached the Guarantor and at their request and in consideration of the agreement arrived at between the Tenderer and the Guarantor, the Guarantor gives the guarantee as hereinafter mentioned in favour of UCIL.

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Tenderer furnishing a bank guarantee in lieu of earnest money in Bank Draft for a sum of Rs.______________ the Guarantor do hereby conversant irrevocably to undertake and promise to pay a sum of Rs.______________ to UCIL without demur and merely on demand from them, in case the Tenderer makes any default or commits any breach in the performance, observance or discharge of the terms and conditions contained in the said Tender.

2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the said Tenderer has committed any breach or default in the performance, observance or discharge of the terms and conditions of the said Tender and the decision of UCIL shall be final and binding on the guarantor irrespective of the fact whether the Tenderer admits or denies the default or questions the correctness of any demand made by UCIL in any Court or Tribunal or Arbitration Proceedings or before any Authority.

3. It shall not be necessary for UCIL to proceed against the said Tenderer before proceeding against the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtained from the Tenderer, shall at the time when proceedings are taken against the Guarantor, remain outstanding or unrealised.

4. The Guarantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by UCIL to the Tenderer and the Guarantee shall remain in full force and
effect irrespective of any other change in terms, conditions, stipulations or any variations in the terms of the tender and irrespective of whether notice of such change or variation is given to the Guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said Tender is hereby specifically waived by the Guarantor.

5. The Guarantor hereby agrees that it shall not be released from this Guarantee by any forbearance, exercise, or non-exercise of any of the powers or rights under the Tender by UCIL against the Tenderer or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have the effect of so releasing the Guarantor irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is given to the Guarantor or not.

6. The Guarantee herein contained shall not be determined or prejudiced by the liquidation or winding up or insolvency or any change in the Constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become due to UCIL are paid in respect of any liability or obligation of the Tenderer under the Tender subject, however, that UCIL shall have no right under this Guarantee after expiry of the validity of this guarantee unless this Guarantee is extended by mutual agreement.

7. The Guarantor hereby undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of UCIL in writing.

8. Any claim or dispute arising under this Guarantee shall be enforced or settled in the courts of law at Ghatshila, Jharkhand State.

9. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executing has full powers to do so on its behalf under the Power of Attorney dated ______________ granted to him by the proper authorities of the Guarantor.

10. IN WITNESS whereof the ______________(Bank) has hereunto set and subscribed its hands the day, month and year first above written.

11. NOTWITHSTANDING anything contained herein above our liability under the guarantee is restricted to Rs. ______________will remain valid till ________________(Date) unless an action to enforce a claim under the guarantee in filed against us within ______________. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.
Signature of the Person duly Authorised
to Sign on behalf of the Guarantor (Bank)

WITNESS:

Name and Address: Signature

1. __________________________

2. __________________________
URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

Supply of Manpower for Maintenance of Communication System
(Tender no- TMD INST-037)

Format: SBI Collect Challan