



# URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

NARWAPAHAR MINES SINGHBHUM

(East), Jharkhand: 832111

(CIN: U12000 JH 1967 GOI 000806)



## TENDER DOCUMENT (E-Tender)

Notice Inviting Tender: NWP/ 971

### PART – 1

(Techno Commercial Part)

WORK : Calibration of Flow meters installed at various locations of Jaduguda, Bagjata, Bhatin and Narwapahar mine.

Period of Contract : Two (02) Year

Type : Works Contract (Item rate)



## NIT No. : NWP/971

### Works Contract

#### For

“Calibration of Flow meters installed at various locations of Jaduguda, Bagjata, Bhatin and Narwapahar mine”

1. Tenders (Techno Commercial Part & Price Part) to be accepted in <https://etender.gov.in> up to 03.00 P.M. on 05/03/2024
2. (Technical Part) shall be opened at 06/03/2024 on 3:30 PM.

**NOTE** :Without filling the credential sheets in tender with copies of work order & completion certificate and last three years profit & loss statement and balance sheets, along with other PQC conditions stipulated in the tender will be disqualified in Techno Commercial bid without any prejudice.

Tender should be submitted in two parts. If a party submit in single part his bid shall be summarily rejected.

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## Notice Inviting Tender (NIT)

**NIT No. NWP / 971**

Dated: 13/02/2024

### A. General

Uranium Corporation of India Limited invites open Tenders on E-mode from the eligible, reliable and resourceful domestic contractors for the following works:-

1	Name of the work	Calibration of Flow meters installed at various locations of Jaduguda, Bagjata, Bhatin and Narwapahar mine
2	Completion Time	2 Years
3	Estimated value of the contract excluding 'Additional Services'	1,77,000.00 including GST
4	Cost of tender document	Nil
4	Earnest Money Deposit	Nil
5	Date of Commencement of Uploading the tender Documents from:-	13/02/2024 at 04:00PM
6	Last date of uploading & submission of filled tender document(Techno commercial+ Price) Part	05/03/2024 at 3.00 PM
7	Last Date of Submission of Document in Hard Copy like EMD, Cost of Tender document Challan and (Current Valid Exemption Certificate if any)	05/03/2024 at 3.00 PM
8	Date & Time of Tender Opening Technical Part-I	06/03/2024 at 3.30 P.M.
9	Date & Time of Price part of the Tender Part-II	Shall be intimated to technically qualified contractors.
9	Publication of Corrigendum	Any corrigendum to the tender shall be published in company website and E- Procurement website (www.etender.gov.in) only. Contractors are advised to visit website regularly to keep themselves updated of any change /modification in the tender.

### B. Pre-Qualification Criteria (PQC):

The Pre-Qualification Criteria for this tender are as follows. The bids of tenderers which do not fulfill the Qualifying Criteria shall be summarily rejected. Without filling the credential sheets in tender with copies of work order & completion certificate and last three years profit & loss statement and balance sheets, along with other PQC conditions stipulated in the tender will be disqualified in Techno Commercial bid without any prejudice.

Tender should be submitted in two parts. If a party submit in single part his bid shall be summarily rejected.

PQC – 1 (Financial Capability)	(i) Average Annual financial turnover during the last 3(Three) consecutive financial years, ending 31/03/2023 shall be at least 30% (= Rs. 53,100.00) of the estimated cost supported by the audited annual accounts of each year.
PQC – 2 (Experience )	<ol style="list-style-type: none"> <li>1. Bidder shall have successfully executed similar work during last 7(seven) years ending on 31.03.2021 as per any one of following:           <ol style="list-style-type: none"> <li>a) Three (3) similar completed work each costing not less than the amount equal to 40% (= Rs.70,800.00) of the estimated cost OR</li> <li>b) Two (2) similar completed works each costing not less than the amount equal to 50% (= Rs.88, 500.00) of the estimated cost. OR</li> <li>c) One (1) similar completed work costing not less than the amount equal to 80% (= Rs. 1,41,600.00) of the estimated cost.</li> </ol> </li> <li>2. Bidder should submit job completion certificate of similar type of works/job.</li> </ol> <p><b>Similar works means “Calibration of instruments”</b></p>
PQC – 3 (Geographic Presence)	<p>Geographic presence: Office registration certificate, registered office or at least one of the registered Branch Office of the bidder shall be located and registered in Jharkhand. Documentary evidence must be provided in the form of Municipality trade license or other such documents (bearing Jharkhand address) as per the following, which satisfies as a proof of having the office establishments.</p> <ol style="list-style-type: none"> <li>i Trade license issued by the local authority in the name of firm. or</li> <li>ii. Landline phone number in the name of the firm or</li> <li>iii. Electricity bill for last one year in the name of firm or</li> <li>iv. Udyam/ MSME/ Udyog Aadhar Certificate (where office address of Jharkhand in mentioned)</li> </ol>
PQC-4	<ol style="list-style-type: none"> <li>(i) Bidder should have NABL Accreditation certificate for calibration of Flow metre. Documentary evidence must be submitted.</li> <li>(ii) Filled Tenderer’s Acceptance letter. The format for tender acceptance letter is available as <b>Form-I</b> in the NIT.</li> <li>(iii) Filled details of information sheet about the tenderer /contractor. The format for the above sheet is available as <b>Form-IX</b> in the NIT.</li> </ol>

**C. Instructions to the contractors**

Documentary proof of all the above documents shall be uploaded along with tender. No tender will be accepted by Post / Courier except requisite documents as mentioned in clause no C3.

- C.1.** The corporation requests the contractors to visit the proposed work site to well acquaint about the site work before filling the rate/ submit the tender. There will be no variation in price schedule after award of the work.
- C.2.** The tenders are to be uploaded at UCIL e-procurement site <http://www.etenders.gov.in> on or before due date fixed for receiving the bid.
- C.3.** The intending tenderer shall upload necessary documentary evidence to prove their past experience, capabilities and financial resources to do such type of works at e-proc site: <https://www.etenders.gov.in> . Tenders received without requisite documents if any is likely to be rejected. Tenderer shall submit EMD in the form of Demand draft in favour of UCIL and scanned copy of same is to be uploaded in e- proc site: <https://www.etenders.gov.in>.
- C.4.** In case organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site. <http://www.etenders.gov.in> for exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs. Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE contractors /Tenderer their Bid /Tender shall not be entertained and shall be treated as rejected.
- C.5.** The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However, in case of poor response, with a view to increase the competition, admission of additional documents to meet the Pre-Qualification Criteria may be allowed subject to the condition that;
- C.6.** Poor Response implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- C.6.1.** The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- C.6.2.** In case of poor response, the additional document may be asked from the contractors, after the submission of bid.



C.6.3. 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 if necessary, without arranging any reasons whatsoever.

**C.7. UPLOADING/SUBMISSION OF TENDER**

C.7.1. Tenders to be in separate two parts (Part-I, Part-II).

C.7.2. Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e.; **Part-I: Technical part and Part-II: Price Part**. Tenders are to be uploaded as per prescribed format, supported by relevant papers asked for.

C.7.3. First of all, only Techno-commercial part (Part I) of the offer will be opened and Price part (Part II) of only those tenderer, who qualify Techno- Commercially, will be opened at later date. Date of opening of Price part will be intimated to Techno-commercially qualified tenderer later on.

**C.8. LIST OF DOCUMENTS TO BE UPLOADING/SUBMITTED IN PART-I**

C.8.1. Filled Tenderer's Acceptance letter as enclosed.

C.8.2. Proof of deposit of Cost of tender document & EMD, if applicable. If exemption sought valid exemption should be uploaded.






C.8.3. Filled in proposal exhibit sheets.

C.8.4. All other relevant documents in support of Pre- qualification criteria.

For Uranium Corporation of India Limited.



**C.9. Bank Challan Format (Annexure-01)**

 <p><b>Uranium Corporation of India Ltd</b></p> <p>Branch Copy</p>	 <p>UCIL Copy</p>	 <p><b>Uranium Corporation of India Ltd</b></p> <p>Contractor/Candidate/Supplier Copy</p>	 <p>UCIL Copy</p>	 <p><b>Uranium Corporation of India Ltd</b></p>
Advt. No/ NIT No. _____	Advt. No/ NIT No. _____	Advt. No/ NIT No. _____	Advt. No/ NIT No. _____	Advt. No/ NIT No. _____
SBI Branch Name : JADUGODA(00227)	SBI Branch Name : JADUGODA(00227)	SBI Branch Name : JADUGODA(00227)	SBI Branch Name : JADUGODA(00227)	SBI Branch Name : JADUGODA(00227)
A/C No. : 35769323064	A/C No. : 35769323064	A/C No. : 35769323064	A/C No. : 35769323064	A/C No. : 35769323064
Contractor/Candidate/Supplier Name : _____	Contractor/Candidate/Supplier Name : _____	Contractor/Candidate/Supplier Name : _____	Contractor/Candidate/Supplier Name : _____	Contractor/Candidate/Supplier Name : _____
Amount : Rs. _____	Amount : Rs. _____	Amount : Rs. _____	Amount : Rs. _____	Amount : Rs. _____
Bank Charges : Rs. _____	Bank Charges : Rs. _____	Bank Charges : Rs. _____	Bank Charges : Rs. _____	Bank Charges : Rs. _____
Total Amount : Rs. _____	Total Amount : Rs. _____	Total Amount : Rs. _____	Total Amount : Rs. _____	Total Amount : Rs. _____
Amount in Words: _____	Amount in Words: _____	Amount in Words: _____	Amount in Words: _____	Amount in Words: _____
Journal No : _____	Journal No : _____	Journal No : _____	Journal No : _____	Journal No : _____
Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature
Authorised Official Signature :	Authorised Official Signature :	Authorised Official Signature :	Authorised Official Signature :	Authorised Official Signature :
<p><b>Important instructions</b></p> <ol style="list-style-type: none"> <li>Candidate should deposit the fees at any SBI branch.</li> <li>Advertisement No./ NIT No. should be fed into CBS screen under Registration/Ref No..</li> <li>Bank charges of Rs 50/- to be taken separately and deposit to their commission account.</li> </ol>	<p><b>Important instructions</b></p> <ol style="list-style-type: none"> <li>Candidate should deposit the fees at any SBI branch.</li> <li>Advertisement No./ NIT No. should be fed into CBS screen under Registration/Ref No..</li> <li>Bank charges of Rs 50/- to be taken separately and deposit to their commission account.</li> </ol>	<p><b>Important instructions</b></p> <ol style="list-style-type: none"> <li>Candidate should deposit the fees at any SBI branch.</li> <li>Advertisement No./ NIT No. should be fed into CBS screen under Registration/Ref No..</li> <li>Bank charges of Rs 50/- to be taken separately and deposit to their commission account.</li> </ol>	<p><b>Important instructions</b></p> <ol style="list-style-type: none"> <li>Candidate should deposit the fees at any SBI branch.</li> <li>Advertisement No./ NIT No. should be fed into CBS screen under Registration/Ref No..</li> <li>Bank charges of Rs 50/- to be taken separately and deposit to their commission account.</li> </ol>	<p><b>Important instructions</b></p> <ol style="list-style-type: none"> <li>Candidate should deposit the fees at any SBI branch.</li> <li>Advertisement No./ NIT No. should be fed into CBS screen under Registration/Ref No..</li> <li>Bank charges of Rs 50/- to be taken separately and deposit to their commission account.</li> </ol>



## SPECIAL CONDITIONS OF TENDER

In the event of an inconsistency, Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

### 1. SCOPE OF WORK

Scope of work is to Onsite calibration of following list of flowmeter instruments as per existing standard and submit calibration report of each instrument individually.

Sl. No	Name of Mine	Flowmeter model	Line size	Quantity
1	Jaduguda	MAG 3000	6"	2
2	Bagjata	MAG 3000	4"	3
			2"	3
3	Bhatin Mine	MAG 3000	4"	1
			2"	1
4	Narwapahar Mine	MAG 3000	4"	1
		DN 50 (Ultrasonic)	2"	3
		DN 150 (Ultrasonic)	6"	1
			Total	15

No any change in above list of instruments to be calibrated will happen in two (02) years of contract period. In term of time for calibration, calibration of above listed instrument is to be completed within 30 days from the date of issue of work order.

**Calibration Report:** Following points are to be considered in calibration reports

i. The calibration certificates shall be issued as per latest ISO norms indicating instruments serial no, date of calibration, validity & traceability of the master equipments and observations. If any further data/parameters are to be included as per requirement of new amendments, it is to be included but no extra charge shall be entertained for same.

ii. It is mandatory to have NABL Logo stamp on every issued calibration report.

### 2. Detailed Terms & Conditions & Specifications

**2.1.** Bidder / Tenderer must have valid NABL Accreditation Certificate. (Validity certificate shall be provided). Calibration Certificate in original hard copy only acceptable

#### 2.2. Period of Contract

The period of contract shall be for 2 years from the date of acceptance of Work Order or within 15 days from the date of issue of LOI/ work order whichever is earlier.

**2.3. Rate**

Rate will be firm during the period of contract and no escalation in rate shall be permissible during the contract period.

**2.4. L1 Party Decision**

L1 contractor will be decided based on lowest total quoted rates, rebates if any of package + GST (@18%) for the entire work as given in price part format which will be added automatically over quoted total rates after rebates if any.

**2.5. Transportation**

The bidder has to arrange itself for transportation for onsite calibration of flow meters installed at Bagjata, Jaduguda, Bhatin and Narwapahar Mine site.

**2.6. Execution of Agreement**

The Tenderer shall execute the agreement with the UCIL in the Performa approved by the UCIL for the execution of the work, within 30 (thirty) days or as directed from the date of issue of letter of intent /Work Order on non-judicial stamp paper of requisite value, which shall be provided by the Tenderer at his own cost.

**2.7. Medical Care**

The Contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. In serious cases, Medical first aid only of UCIL may be available to the contractor on chargeable basis.

**2.8. Payment Terms:**

In each year of two (02) years contract, only one bill will be paid after completion of annual calibration work. Consequently, two progressive bills will be entertained during the contract period. GST will be payable on furnishing statement of tax deposited with progressive bill payment.

**2.9. Delivery Period:**

Within 30 days from Work Order or within 15 days from the date of issue of LOI/ work order whichever is earlier.

**2.10. Security Deposit**

The total amount of security deposit will be 10 % of the awarded value of work i.e. contract price.

**2.11. Return of 10% Security Deposit**

10 % amount which was deposited as security deposit shall be returned after expiry of three (03) months of defect liability period.

**2.16** In case any instruments taken by the bidder for calibration gets damaged / lost, the firm will pay the actual cost of the instruments to UCIL.

## **2.12. Contractor to Follow Security Rules Enforced by The Owner**

The Contractor shall strictly abide by the prevailing security rules and regulations 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 bona fide pass/permission holders are allowed.

## **2.12. Variation and Schedule of Quantities**

Instead of item wise deviation, over all deviation will be considered while working out amount. Upto  $\pm 10\%$  variation in the execution of works contracts/projects/purchase order of the total works contract/ project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order. All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

## **2.14. Sub-Letting**

The CONTRACTOR shall not sublet /sub-contract the whole or any part of work or assigns the order or any part thereof without the prior written consent of Purchaser. Such consent, if given, shall not establish any contractual relationship between the Sub-CONTRACTOR(s) and Purchaser and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, Purchaser reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTORs Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which Purchaser may sustain in consequence or arising out of such replacing of the contract work.

## **2.15. Indemnification**

The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.



# FORMS

**Form – I****TENDER ACCEPTANCE LETTER**

(To be given on Company Letterhead)

(Department user may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the contractors. This is a sample format; User may revise it as per their Tender Conditions)

Date: \_\_\_\_\_

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: NWP/971; Dated: 14/02/2024

Name of Tender / Work: - "Calibration of Flow meters installed at various locations of Jaduguda, Bagjata, Bhatin and Narwapahar mine"

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work' from the web site(s) namely : \_\_\_\_\_  
\_\_\_\_\_
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_ to \_\_\_ (including all documents like annexure(s), schedule(s). etc which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department; organisation too have also been taken into consideration, while submitting this acceptance letter
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of contractor with Official seal)



## Form-II

### DECLARATION FORMS

To,

\_\_\_\_\_

\_\_\_\_\_

Tender Notice No./ NIT No. : NWP/971 Dated:14/02/2024  
 Name of Work : Calibration of Flow meters installed at various locations of Jaduguda, Bagjata, Bhatin  
 and Narwapahar mine

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 filled in price proposal in Part-2 and should the same be accepted, hereby undertake to execute the complete works as set forth in the scope of work, Technical specification and Tender drawings in accordance with the conditions of tendering, Special conditions of contract, General conditions of contract or in default thereof to forfeit and pay to Uranium Corporation of India Limited, the sum of money mentioned in the relevant portion of tender document.

I/We, agree to abide by this Tender for the period of six (6) months from the date fixed for opening of the Techno- commercial part (Part I) 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 Uranium Corporation of India Limited.

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 Uranium Corporation of India Limited, by executing an Agreement in the prescribed contract Agreement Format 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 Date

\_\_\_\_\_  
 Witness Name :

Address of Witness :



**Form-III ARTICLES OF  
AGREEMENT**

ARTICLES OF AGREEMENT made at ..... this .....day of.....between ..... (hereinafter referred to as the Corporation which expression shall include its successors and assigns) of the one part and Messrs.....(hereinafter referred to as Contractor which expression shall include the successors and assigns) of the other part of 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 WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed 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 Scope of work
  - f. The Special Conditions
  - g. Design Data and Technical Specifications (if any)
  - h. General Information and Guidance for Tenderers
  - i. Any other document specifically mentioned herein as forming a part of the Agreement.
3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor here by covenants with Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.
5. The several parts of this contract have been read to us and fully understood by us. AS WITNESS OUR and this.....day of .....

Signed by the said .....  
URANIUM CORPORATION OF INDIA LTD

In the presence of .....

Signed by the said .....  
Contractor

In the presence of .....



### Form-IV

### PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the.....day of.....M/s .....(Tenderer's Name and Address) having its registered office situated at ..... (Postal address)(herein after referred to as "The Tenderer") entered into a contract bearing reference No..... Dated .....With Uranium Corporation of India Ltd, acompany incorporated under Indian Companies Act having its registered office at Post Jaduguda,Distt- East Singhbhum, Jharkhand 832102, India (herein after referred to as UCIL), for ..... (Details of order) (herein after referred to as "The Contract").

AND WHEREAS 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 contractors 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 there under 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 contractors and accordingly discharges this Guarantee.

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

We..... Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the 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 contractors.

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. .... Dated .....

Bank's Common Seal



**Form-V****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.....Dated .....with Uranium Corporation of India Ltd, accompany incorporated under Indian Companies Act, having its registered office at P.O. Jaduguda Mines District - East Singhbhum, Jharkhand- 832102 , India (herein after referred to as UCIL), for .....(details of order) (herein after referred to as The Contract).

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

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 there under and the Tenderer shall have no claim against us for making such payment.

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

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

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

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

Dated the.....day of .....20....

.....Bank

(Signature with name in Block letters with designation,

Attorney as per distribution of Attorney No. .... Dated .....

Bank's Common Seal



## Form-VI

### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

**To be issued by approved Nationalized/Scheduled Commercial Bank:**

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- 832102 , 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 contractors 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 ..... Banks 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 2023.

.....Bank

(Signature with name in Block letters with designation, Attorney as per power of Attorney

No.....Dated.....

Bank’s Common Seal

**Form-VII**  
**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 “CONTRACTOR / 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 CONTRACTOR/Seller is will to offer / has offered the stores and

WHEREAS the CONTRACTOR 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 CONTRACTORS 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:

1. 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 CONTRACTOR, 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 CONTRACTORS alike, and will provide to all CONTRACTORS the same information and will not ;provide any such information to any particular CONTRACTOR which could afford an advantage to that particular CONTRACTOR in comparison to other CONTRACTORS
- 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.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the CONTRACTOR to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **COMMITMENTS OF CONTRACTORS**

2. The CONTRACTOR 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:-
  - 2.1 The CONTRACTOR 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.
  - 2.2 The CONTRACTOR 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 disfavour to any person in relation to the contract or any other contract.
  - 2.3 The CONTRACTOR further confirms and declares to the BUYER that the CONTRACTOR 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 CONTRACTOR, 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.
  - 2.4 The CONTRACTOR, 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.
  - 2.5 The CONTRACTOR 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.
  - 2.6 The CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities
  - 2.7 The CONTRACTOR 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 CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.
  - 2.8 The CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
  - 2.9 The CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



- 2.10 If the CONTRACTOR or any employee of the CONTRACTOR or any person acting on behalf of the CONTRACTOR, 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 CONTRACTOR's firm, the same shall be disclosed by the CONTRACTOR 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.

- 2.11 The CONTRACTOR 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.

### 3. PREVIOUS TRANSGRESSION

- 3.1 The CONTRACTOR 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 CONTRACTOR's exclusion from the tender process.
- 3.2 The CONTRACTOR agrees that if it makes incorrect statement on this subject, CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4. EARNEST MONEY (SECURITY DEPOSIT):

- 4.1 While submitting commercial bid, the CONTRACTOR shall deposit an amount to be specified in RFP as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- I. D.D./Banker's Cheque in favour of Uranium Corporation of India Limited.
  - II.A confirmed bank 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).
- 4.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the CONTRACTOR and the BUYER.
- 4.3 In case of the successful CONTRACTOR 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.
- 4.4 No interest shall be payable by the BUYER to the CONTRACTOR on Earnest Money / Security Deposit for the period of its currency.

## 5. SANCTIONS FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
- 5.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the CONTRACTOR. However, the proceedings with the other CONTRACTOR(s) would continue.
- 5.1.2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- I. To immediately cancel the contract, if already signed, without giving any compensation to the CONTRACTOR.
- II. To recover all sums already paid by the BUYER, and in case of an Indian CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of CONTRACTOR from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the CONTRACTOR 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.
- III. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the CONTRACTOR, in order to recover the payments, already made by the BUYER, along with interest.
- IV. To cancel all or any other Contracts with CONTRACTOR. The CONTRACTOR 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 CONTRACTOR.
- V. To debar the CONTRACTOR 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.
- VI. To recover all sums paid in violation of this Pact by CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract
- VII. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the CONTRACTOR, the same shall not be opened.
- VIII. 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.
- 5.2 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 CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR), 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.



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

## 6. INDEPENDENT MONITORS

- 6.1. 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).
- 6.2. 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.
- 6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5. 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.
- 6.6. The CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the CONTRACTOR. The CONTRACTOR 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 CONTRACTOR/Subcontractor(s) with confidentiality.
- 6.7. 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.
- 6.8. 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/CONTRACTOR and, should the occasion arise, submit proposals for correcting problematic situations.

## 7. 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 CONTRACTOR and the CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 8. LAW AND PLACE OF JURISDICTION

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



**9. 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.

**10. VALIDITY**

10.1 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 CONTRACTOR/Seller, including warranty period, whichever is later. In case CONTRACTOR is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

10.2 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.

The Parties hereby sign this Integrity Pact at..... on .....

<b>BUYER</b>		<b>CONTRACTOR</b>	
Signature	.....	Signature	.....
Name of the Officer	.....	Name of the Officer	.....
Designation	.....	Designation	.....
 <b>Witness</b>		 <b>Witness</b>	
1.	.....	1.	.....
2.	.....	2.	.....





## FORM VIII

### 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 \_\_\_\_\_  
(Name)

Witness:

1. (Name)  
Designation

2. (Name)  
Designation

2. For Uranium Corporation of India Ltd.

Witness :

( Name)  
Designation

1.(Name)  
Designation  
2.(Name)  
Designation

**FORM- IX****DETAILS OF 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. : \_\_\_\_\_  
\_\_\_\_\_
- 3 Registered Office and address of the firm With Telephone and Fax no. : \_\_\_\_\_  
\_\_\_\_\_
- 4 Address for Correspondence /all communications with the firm : \_\_\_\_\_  
\_\_\_\_\_
- 5 Name, designation, address of the Person authorized to deal with this tender/work. : \_\_\_\_\_  
\_\_\_\_\_
- 6 Nature of the registration of the firm : Limited Co./ Pvt. Ltd./ Partnership Co./  
Proprietorship Firm
- 7 Registration No. with date and Registering Authority : \_\_\_\_\_  
\_\_\_\_\_
- 8.

Name of Directors/ Partners	Occupation	Address



9 Address of the office/ work site of the tenderer nearest to the place of the work being tendered : \_\_\_\_\_  
\_\_\_\_\_

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

Name of the professional persons & Address	Qualification	Experience in No. of years	Nature of Experience	Date of Joining

11. Details of the work experience of the firm :

Name & Address of the client	Name of the Work & Contract No.	Value	Completion time	
			Scheduled	Actual

12. Financial Particulars

- a) Authorized capital : \_\_\_\_\_
- b) Paid up capital : \_\_\_\_\_
- c) Working capital-limit in cash/credit for, bill : Branch : \_\_\_\_\_  
Value of Rs\_ \_\_\_\_\_
- d) Loans and Advance taken : \_\_\_\_\_
- e) Loan and advances outstanding : \_\_\_\_\_



- a) Value of work/turn over done during preceding three years (2020-21, 2021-22 and 2022-23).

Financial Year	Value of Work	Income Tax deposited

- b) Audited balance sheet and profit and loss Account for the last 3 years, 2020-21, 2021-22 and 2022-23. :
13. Furnish copy of Income Tax Return for the last three years, 2020-21, 2021-22 and 2022-23 :
14. Income Tax/PAN/GIR No. :
15. GSTIN :
16. Contract Labour Regulation & Abolition Act, Regd. No:
17. Any other relevant Regn. No. if any :
18. Details of ownership of various constructions equipments furnished as enclosed :

\_\_\_\_\_  
Name and signature of Authorized Representative of Tenderer/Contractor.



# GENERAL CONDITIONS OF TENDER



## 1.1 INTERPRETATIONS AND DEFINITIONS

### 1.1.1 Singular and Plural

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

### 1.1.2 Heading and Marginal Notes to conditions:

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

### 1.1.3 Definitions

- a. 'Corporation' / Purchaser 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 Schedule – F.
- c. The "Contract" shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d. The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e. The `Contract Sum shall mean:
- f. In the case of Lump Sum Contracts the sum for which the tender is accepted.
- g. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
- h. 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.
- i. A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- j. Engineer-in-charge shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- k. 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth



quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

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

## **1.2 PREPARATION OF TENDERS**

### **1.2.1 TENDERERS TO STUDY**

- 1.2.1.1 Before submission of the tender, the Tenderer's are advised to make themselves fully conversant with the conditions of tendering, General Conditions, Special conditions, Site conditions, specifications, schedules, Drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.
- 1.2.1.2 The Tenderer shall be deemed to have read all documents.
- 1.2.1.3 The tenderer shall submit his tender strictly in accordance with the tender specified and terms and conditions laid down in the tender document. If there be any discrepancy, in or any doubt, or obscurity to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted tenderer or as to these instructions observed by the intending tenderer or as to these instructions observed by the intending tenderer, the tenderer must set forth in writing such discrepancy doubt or obscurity, and submit the same in duplicate to the Corporation (Attn: Mine Manager, Narwapahar) as soon as possible but not later than date of closing of uploading of tender for such purpose. The elucidation given by the Corporation shall be final and binding on the Tenderer's.

Tenderer's 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 as far as is practicable, the form and nature of the site, the means of access to the site, the accommodation they may require and generally tenderer shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any misunderstanding or otherwise shall be allowed

- 1.2.1.4 By submitting a tender for the work, tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of the Engineer. Site will be handed over to the contractor as it is.
- 1.2.1.5 The tender shall be neatly arranged, plain and intelligible with numbered pages. They should not contain any terms and conditions, which are not applicable to the tender.
- 1.2.1.6 Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.
- 1.2.1.7 The tenders shall contain prices in prescribed format for the work. Contractor shall quote in the Schedule of Quantities. Contractor shall quote prices in Indian Rupees only.
- 1.2.1.8 Tenders (Techno commercial Part-I as well as Price part Part-II) shall be submitted in a manner asked for. In present case, the bids are invited under e-tendering system; contractors are requested to refer Instructions for participating in E-Tendering as per UCIL e-proc site only.
- 1.2.1.9 **Note:** *Bids Submitted Manually Will Be Rejected.*

### **1.3 Language**

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

### **1.4 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.

### **1.5 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.



### **1.6 Not more than one tender**

A Firm/Contractor shall submit only 'one [01] Bid' in the same Bidding Process. A Contractor who submits more than 'one [01] Bid' will cause all his bids to be disqualified.

### **1.7 Tender document property of the purchaser**

Tender documents in which tender are 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.

**The bids should be submitted by Sole contractor only. Consortium bidding is not allowed for this package.**

### **1.9 DOCUMENTS COMPRISING THE BID.**

The tenders are to be uploaded at UCIL e-proc site <https://www.etender.gov.in> or before due date & time fixed for submission of the bid. Physical submission of tender shall not be accepted.

In present case, the bids are invited under e-tendering system; contractors are requested to refer instructions for participating in E-Tendering on <https://www.etender.gov.in>

### **1.10 AUTHORISATION**

In the event of the tender being submitted by a partnership 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 authorizing him to do so, certified (scan) copy of which shall be uploaded. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force, shall be signed by persons duly authorized 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.

### **1.11 VALIDITY OF TENDER**

The tender submitted shall be deemed to constitute an agreement between the tenderer and the Corporation whereby such tender shall remain open for acceptance by the Corporation for a period of 06(six months) from the date of opening of techno-commercial part (Part I), during which period the tenderer shall not withdraw his offer

or amend, impair or derogate there from. In case of extension of date of downloading/ submission, tenderers who have submitted the offer, can resubmit their offer after permission of Purchaser. Every tenderer is 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”.

The Purchaser may solicit the Tenderer’s consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Tenderer accepts to extend the period of validity, the EMD/Bid Security shall also be extended by the Tenderer accordingly. A Tenderer accepting such request, shall not modify its bid on its own.

### **1.12 TIME OF COMPLETION**

Time of completion for the complete package work shall be 01 year (12 months). However, the tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a completion certificate to that effect.

### **1.13 SECRECY**

The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender Specifications and other documents attached thereto, as private and confidential. The Tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian Official Secret Act 1923 (XIX of 1923) and Indian Atomic Energy Act 1962 (XXXIII of 1962) amended thereafter applied to them and shall continue so to apply even after award of the Contract (Whether his Tender is accepted or not).

## **2. SCOPE AND PERFORMANCE**

### **2.1 Contract Documents:**

The Contractor shall be furnished, free of charge, one original and two certified true copies of the Contract documents except standard specification, the Schedule of Rate and of all further drawings, which may be issued during the progress of the works. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

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

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

### **2.2 Works to be carried out:**

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

### **2.3 Inspection of Site :**

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

### **2.4 Sufficiency of Tender:**

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant item specifications shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall

be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever.

## **2.5 Discrepancies and Adjustment of Errors:**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed preference to small scale drawings and the figured dimensions in preference to drawing measured scale and the special conditions in preference to General Conditions.

- 2.5.1** 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.
- 2.5.2** 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.
- 2.5.3** If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
  - a. The item description should be clear and unambiguous.
  - b. In case of item rate tender , only quoted rate shall be considered.
  - c. Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in such that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found , the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.

- d. where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
- e. In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/-whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 7 and 8 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.

**3. EARNEST MONEY DEPOSIT: EMD is Nil for this work.**

- 3.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 3.2 EMD is to be remitted by way of DD/Banker cheque drawn on SBI, Jaduguda ( code No.0227) in favor of Uranium Corporation of India Limited, . No cash, MO, Fund Transfer etc is to be accepted.
- 3.3 In case where the EMD is provided in form of BG in the prescribed format, attached with this tender, The BG shall be obtained from a scheduled commercial/nationalized bank. The genuineness of BG should be checked from the issuing bank.
- 3.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost. No interest is payable on the EMD.

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 contractor submits false/fabricated documents.
  - d. In case contractor fails to submit Security Deposit within 30 days of receipt of Work Order.
- 3.5 Public sector Undertakings, State govt. Undertakings may be exempted from payment of EMD with the approval of competent authority. MSME/NSIC/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/works for which the tender is floated by the authority competent to conclude supply/contract orders.

- 3.6** EMD may be adjusted against security deposit of the successful contractor. EMD of unsuccessful contractors and successful contractor where SD is not applicable should be returned immediately once the L1 contractor is decided.

#### **4. 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.

##### **4.1** Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

- a) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
- b) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank/Schedule Commercial Bank.
- c) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Nationalized bank/Scheduled Commercial bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.
- d) Security Deposit should be submitted in the form of demand draft/ bankers Cheque/Band Guarantee within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier.
- e) Public sector Undertakings/State govt. Undertakings/MSME/NSIC/Small Scale Industries (SSI) with current valid registration with State or Central Govt. ensuring that the registration (in case of SSI) pertains to the class of items/stores/works for which the tender is floated may be exempted from payment of SD.
- f) In exceptional cases of work contracts, the approving authority may consider recovering balance SD amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.
- g) Bank Guarantee format for security deposit and performance guarantee is attached in this Tender Document.
- h) The Security Deposit shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.



- i) In Certain purchase orders security deposit may be insisted to ensure that supply is affected by the party according to the purchase terms. In other cases, SD may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- j) Supplier/ Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.
- k) Additional amount of SD due to enhancement in scope of work is also to be obtained.
- l) A register for the receipt, refund, forfeiture of these deposits shall be maintained by the finance department.
- m) In addition to the above, further amount to the extent of the 1.5 % 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

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

**5. Refund of security deposit & retention money.**

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

**5.2** Engineer Incharge/ Officer Incharge shall recommend release of Security Deposit 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.

**5.3** On receipt of “no dues certificate” from Engineer Incharge/ Officer Incharge, Security Deposit or retention money retained in the form of Bank Guarantee 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.

**6. Forfeiture of Security Deposit & Retention Money**

**6.1** The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances.



- 6.1.1** 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.
- 6.1.2** If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.
- 6.1.3** Conditions, under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.
- 6.2** On expiry of the Defects liability period (referred to condition 22 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.
- 7. Deviation/Variation Extent & Pricing :**  
The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition 39.
- 7.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.
- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.
- 7.2** Rate 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 works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or

more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

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

## **8. SUSPENSION OF WORKS :**

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

- 8.1** On account of any default on part of the Contractor or
- 8.2** For proper execution of the works or part thereof for reasons other than the default of the Contractor or
- 8.3** For safety of the works or part thereof



## 9. TIME AND EXTENSION FOR DELAY

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

### 9.1 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 (Not applicable in this contract).
- g) Non - availability or break-down of Tools and Plant to be supplied or supplied by Corporation (Not applicable in this contract).
- 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 Contract shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours 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.

**9.2** Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within seven 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.

**9.3** 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 7 days of the date of receipt of such requests by the Engineer-in-charge.

**10. Materials**

- 10.1** The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work other than specified in the contract.
- 10.2** If the Contractor requires 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 Contractor at a rate to be fixed by the Engineer-in-charge.
- 10.3** 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 it was issued.
- 10.4** The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar'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 Engineer-in-charge unless such damage is caused because of negligence of crew provided by the Corporation.
- 10.5** 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 out turn or performance of Corporation's T & P was not the Contractor's expectations.
- 10.6** 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.
- 10.7** 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.
- 10.8** All materials to be provided by the Contractor shall be in conformity with the specifications 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 materials so comply.
- 10.9** 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.

- 10.10** The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the part of the Contractor if 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 means. All costs which may attend upon such removal and/or substitution shall be borne by the Contractor.
- 10.11** 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 authorised agent. In case the Contractor contests correctness of any entry and /or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding upon him. Hire charges shall be calculated in accordance with the Log Book.
- 10.12** 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 alleged patent or design rights and shall pay 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 immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction/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.
- 10.13** All charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 10.14** The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than these 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.
- 10.15** Materials to be supplied by the Corporation are shown in Schedule which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 10.16** 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 on payment before the materials are issued to the Contractor.
- 10.17** For the materials listed in Schedule which the Corporation has agreed to supply the Contractor, he shall give a reasonable notice in writing to his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials



shall be supplied for the purpose of the Contract aforesaid Schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which may after become due to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.

- 10.18** 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 whatsoever description as may be required.
- 10.19** All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the work be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable 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 which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 10.20** Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding these 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.
- 10.21** If on completion of works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur the Engineer-in-charge may, by a written notice to the Contractor require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 10.22** 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 suggest the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.
- 10.23** Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at place approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.
- 10.24** Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used 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 obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

- 10.25** 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 Contract.
- 10.26** All tools and implements and any other materials required for execution of the contract job shall be arranged by the Contractor at his own cost.
- 10.27** The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- 10.28** For Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- 10.29** If any materials supplied by the Corporation are tendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation Stores, if so required by the Corporation.
- 10.30** In case of stoppage of work by local people /Bandh or any other reasons, no idle charges will be paid by corporation towards Labour, Plant and Machinery etc. to the contractor for this work.

## **11. SETTING OF THE WORKS :**

Work shall be carried out as per scope and technical specification of the tender. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

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

## **12. MATERIALS OBTAINED FROM EXCAVATION:**

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

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

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

**14. PROTECTION OF TREES**

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

**15. WATCHING AND LIGHTING**

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

**16. INSPECTION AND APPROVAL**

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

**16.1** No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

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





## **17. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship 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.

- 17.1** The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.
- 17.2** Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 17.3** If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse vary such decision.

## **18. UNCOVERING AND MAKING GOOD**

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

## **19. WORKING DURING NIGHT OR SUNDAYS AND HOLIDAYS**

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

## **20. COMPLETION CERTIFICATE**

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



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

- 20.1** If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this Contract.
- a. Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 20) as above provided the Contractor fulfils his obligations under that condition for the relevant part.
  - b. The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
  - c. The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
  - d. For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition



and actual date of completion as certified by the Engineer-in-charge under this condition.

**21. Liquidated Damages (LD)**

- 21.1** Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).
- 21.2** 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.
- 21.3** All the proposals for waiver of LD shall be vetted by concerned WTC.
- 21.4** The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
- 21.5** 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).

**22. DEFECTS LIABILITY PERIOD: 3 Months**

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.

- 22.1** From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may occur to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.
- 22.2** Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re- building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount



payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule – F the same may be recovered by the Contractor directly from the insurers and shall be authorized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

### **23. NOTICES TO LOCAL BODIES**

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

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

### **25. SUBCONTRACTS**

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

### **26. INSTRUCTIONS AND NOTICES**

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

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

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

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

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



in full, which he did not derive in consequence of the fore closure of the whole or part of the works.

- 27.1** The Contractor shall be paid at Contract rates full amount for works executed at site, and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be authorize on the work to the full extent because of the foreclosure.
- a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage, accommodation and water storage tanks.
- (i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- (ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (iii) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.
- b) Reasonable compensation for transfer of T&P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- c) 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

## **28. TERMINATION OF CONTRACT FOR DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractors firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

## **29. CANCELLATION OF CONTRACT IN FULL OR IN PART**

### **29.1** If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non- bonafide methods of competitive tendering or



- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, , transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority. The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.

**29.2** The Accepting authority shall on such cancellation have power to

- a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
- b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

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

**29.4** Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered



from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

- 29.5** If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, Implements, temporary building etc. and apply the proceeds of sale thereof, towards the satisfaction of any 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.
- 29.6** Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc. shall returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

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

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

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



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

**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 to the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family-business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership, firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of condition 29 (j) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 29.

**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-Contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories as directed by E.I.C. and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations, the purchaser under the Act including the liability to make payment of apprentices as required under the act.

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

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

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

**34.2** Joint Measurements shall be taken by the authorized representative of UCIL and by the contractors or his authorized representatives. The measurement should be signed accordingly.

**35. METHOD 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 measurements shall be taken in accordance with the procedure set forth in the

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

### **36. PAYMENT OF ACCOUNT**

Interim bills shall be submitted by the Contractors at intervals mentioned in Schedule – F on or before the date fixed by the Engineer-in-charge for the work executed.

- 36.1** Payment on account for amount admissible shall be made as per terms and condition of the contract.
- 36.2** Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 36.3** 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 Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

- a) Contract amount not exceeding Rs. 5 Lakhs : Two months.
- b) Contact amount exceeding Rs. 5 Lakhs : Three months

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

### **38. OVER PAYMENTS AND UNDERPAYMENTS**

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with

the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

- 38.1** If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 38.2** 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.
- 38.3** Any Amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

### **39. ARBITRATION**

- 39.1** Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such



Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.

- 39.2** 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.
- 39.3** 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.
- 39.4** The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 39.5** 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.

**40. COST OF ARBITRATION**

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

**41. 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.

**42. LAWS GOVERNING THE CONTRACT**

This Contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Jaduguda, District Singhbhum (East),

Jharkhand within the ordinary Civil Jurisdiction of the Competent courts in the district of Singhbhum (East).

#### **43. FORCE MAJEURE**

- 43.1** Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- 43.2** If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- 43.3** If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 43.4** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

#### **44. ACCIDENT OR INJURY TO WORKMEN**

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

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

#### **45. METHOD OF BLACK LISTING/ BAN VENDORS AND REVOCATION OF BAN**

- 45.1** Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing of vendor's /contractor's name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. Names of such black listed vendors shall be widely



- circulated among all the units. However, CMD can revoke any black listing order subject to adequate justification for the same.
- 45.2** Further, the competent authority CMD may blacklist the contractor, if the contractor changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- 45.3** Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of :
- If security considerations including question of loyalty to the state so warrant.
  - If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings
  - If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, in case of default, bad performance, misconduct, evasion or habitual default in payment of any tax levied by law, etc.
  - The E.M.D. of such tenderer shall be forfeited on the basis of recorded reasons and with the approval of the competent authority. If such report is received after opening of price bids, but before award of order/work order then also quotations /tender of that tenderer shall be rejected and EMD forfeited after recording the reasons and with the approval of the competent authority
- 45.4** Orders to ban a vendor shall be passed by Head of the unit in case of unit and CMD in case of HO. All such banned orders should be well publicized so that banned vendor is not engaged by any unit of UCIL.
- 45.5** An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- 45.6** An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.
- 45.7** Under exceptional circumstances, the Competent Authority at HO may on a review, revoke a ban
- 45.8** Clause of blacklisting of vendors as mentioned above is to be incorporated in General Conditions of Contract (GCoC).
- 46. TAXATION CLAUSE (TDS FOR INCOME TAX)**
- Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.
- 46.1** GST : For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- a) GST - means any tax imposed on the supply of goods and/or services under GST Law. GST will be paid extra by the Corporation after submission of documentary proof.
- b) CESS - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- c) GST LAW - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

**46.2** The rates quoted by the contractors shall be inclusive of all taxes, duties and levies except GST. However, contractors have to clearly show the amount of GST separately in the Tax Invoices raised by them. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, UCIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and UCIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.. Further, it is the responsibility of the contractors to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Uranium Corporation India Ltd.

**46.3** For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:

- a) Adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to UCIL.

**46.4** In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows

- a) The said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract are attributable to UCIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.



- 46.5** Contractors agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by UCIL in the customized format shared by UCIL in order to enable UCIL to update its database etc. that maybe necessary to match the invoices on GSTN common portal and enable UCIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 46.6** In case Input Tax Credit of GST is denied or demand is recovered from UCIL by the Central / State Authorities on account of any non-compliance by contractors, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. UCIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the contractors.
- 46.7** All contractors shall maintain high GST compliance rating track record at any given point in time.
- 46.8** All contractors shall avail the most beneficial notifications, abatements, exemption etc., if any, as applicable for the supplies under the Goods & Service Tax Act.
- 46.9** The Contractor must be registered under GST Act and GSTIN must appear in all Tax invoices. No progress payment shall be released to the Contractor unless the Contractor furnishes invoice and other document as per GST Act. Any tax liability/penalty due to failure on the part of the Contractor under GST Act shall be to the Contractor's account.
- The Contractor shall certify, if required by PURCHASER, that due tax have been paid by him on this order and produce evidence of tax paid, which is legally due and payable on this order. PURCHASER shall bear no liability in respect of any taxes, duties, levies etc. whatsoever.

All applicable taxes & duties, levies, Cess, etc shall be as per the Goods and Services Tax 2017 Act and Rules and modifications/amendment, if any.

#### **47. VARIATION IN TAXES & DUTIES**

The adjustment in the Contract Price towards variations in taxes shall be applicable which are enacted within the scheduled Contractual execution period, provided the work is completed within the "Time of Completion" of the Contract. For any variations in taxes enacted after the Contractual execution period, the adjustment in the Contract Price shall not apply, in case the reasons for delay is not attributable to the Purchaser, notwithstanding extension to the "Time of Completion" is granted. However, if the completion of the work is delayed due to reasons attributable to the Purchaser and extension to the "Time of Completion" is granted and variations in taxes enacted after the Contractual execution period, the adjustment in the Contract



Price due to variation in taxes shall be allowed within the extended “Time of Completion” of the Contract. Variation in taxes & duties on inputs of works, raw materials, etc. shall not be reimbursed.

The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual execution period, adjustment in the Contract Price shall not apply.

#### **48. LEGAL REQUIREMENT**

The Tenderer should full fill all the legal requirement of the country. Specially attention is drawn to the following Act and the Rules, Regulations, Circular made there under.

The Mines Act.

The Indian Electricity Act,

The Indian Explosive Act,

The Minimum Wage Act.

The Contract Labour Act.

The Employees Provident Fund Act

Atomic Energy Act

All forms, return, documents are to be filled up by the tenderer as desired by the authority.

- 48.1** 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.
- 48.2** Minimum wages to be paid as fixed by Assistant Labour Commissioner, Central, Chaibasa from time to time for different category of labour as fixed.
- 48.3** Contract Labour Act : As a contractor you should obtain a license from the competent authority for engaging the labourers as required under the provision of the Contract Labour Regulation & Abolition) Act 1970 and Rules framed there under as applicable to Central Government Undertakings. The license may be shown to the competent authority as required.
- 48.4** Formalities Regarding the Contract: Before commencing the work, Contractor will have to take Third Party Insurance and Insurance to cover risk for Injury/Accident of labourers engaged. The Insurance Policies should be submitted to Accounts Department of UCIL, Indemnifying the UCIL from all liabilities under Workmen Compensation Act for Accident / Injury etc.



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

**48.6** Tenderer is required to get acquainted with the legal conditions before filling up the tender document.

## **49. PROCEDURE FOR ENGAGEMENT OF PERSONS BY CONTRACTORS**

### **49.1 Proof of Identity**

All the persons to be engaged by the tenderer must produce valid proof of their identity.

### **49.2 Insurance**

All the persons to be engaged for this work will be appropriately insured by the tenderer for the entire duration of engagement and a copy of the related documents shall be submitted to the Engineer-in-charge.

### **49.3 Enrollment**

Upon receipt of a request for engagement by the tenderer, and subject to fulfillment of the required standard of medical fitness and the required insurance coverage, the name of a person shall be registered in the B-Register maintained at the Mines Office.

### **49.4 Identity Card**

Upon enrollment at the mines office in the B-register of the mine, the Contractor shall issue an identity card /employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required. Such identity card must mention the B-register number of the employee as recorded at the mines office.

### **49.5 Security Gate Pass**

The Contractor and its employees shall strictly abide by the security rules and regulations enforced by UCIL from time to time. Gate passes for individual workman/equipments will be provided by UCIL's security I/C, on submission of written application through the Engineer-in-charge or his representative along with necessary documents as required by the security personnel.

The Mines Manager, /Engineer-in-charge, UCIL, Narwapahar shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorised representative shall be bound to comply with the instructions in this regard.

### **49.6 Payment of Wages**

All persons engaged for any work under this contract shall be entitled to the minimum wage, provident fund, and leave with wages as provided under various Central and



State Government laws at the risk and cost of the contractor.

**49.7 All the wages are to be paid through cheques or electronic transfers into the bank account of the concerned person who is to be engaged by the tenderer.**

The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge.

In case of any dispute in the matter of payment to the employee of the contractor, the decision of the Engineer-in-charge shall be final and binding on the contractor.

**49.8 Leave with Wages**

Persons employed in mines shall be entitled leave with wages as per Chapter VII of Mines Act, 1952.

Persons employed in mill shall be entitled leave with wages as per Chapter VIII of Factories Act, 1952.

Persons employed at any other place shall be entitled leave with wages as per relevant statutory provisions applicable for those places.

**49.9 Payment of Overtime**

For any extra duties alternate standby persons shall have to be provided by the Contractor.

In case the contractor fails to engage the extra persons and continues to engage the existing persons on overtime, the **extra payment to such persons on account of overtime** shall not be reimbursed by UCIL and it has to be **borne by the contractor**.

**49.10 Canteen Facility**

The canteen facilities for the persons to be engaged in this work shall be extended by the contractor as specified under the Mines Rule, 1955 at the risk and cost of the contractor.

**49.11 Facilities for Women Work Persons**

Additional facilities for women employees under various central and state legislations as may be applicable for this work shall have to be extended by the contractor at its own cost and risk.

**49.12 Sanitation & Shelter**

The persons to be engaged by the contractor for carrying out this work may use the shelters and pit head bath facility for employees provided at the mine.

**49.13 Personal Protective Equipment & Uniform**

The Contractor shall provide uniform, full shoes and socks to the drivers and they will have to use them throughout the duty hours.

**49.14 Accommodation & Local Transport**

The contractor shall arrange for housing accommodation of his employees and the



UCIL shall have no responsibility/liability whatsoever in this regard.

Similarly, UCIL shall not be responsible /liable for the lodging, boarding and local transport of any of the persons engaged by the contractor.

#### **49.15 Vocational Training**

The successful tenderer have to release their workmen including supervisors employed against this work for safety /environmental training at G. V. T. Centre, Narwapahar Mines as per requirement assessed by Engineer I/C. at their own cost.

#### **49.16 Duties & Responsibilities of Contractor 's Work Persons**

The contractor must ensure that the persons engaged by him follow the required discipline under the Metalliferous Mines Regulation, 1961 and other Central and State legislations.

#### **49.17 Standard Operating Procedure /Safe Operating Procedure (SOP)**

The Contractor must ensure that all the persons engaged by him follow the SOPs and other safety instructions issued to them from time to time.

#### **49.18 Supervision**

The contractor shall post adequate no. of competent experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Engineer-in-Charge, as and when required.

##### **49.18.1 Competency, Duties & Responsibilities of Contractor 's Supervisor**

All supervisors to be engaged by the contractor shall in addition to fulfilling safety stipulations mentioned above must be competent for the supervision of the specified work and must obtain an authorization from the Mine Manager for discharging the duty of supervision of specific work.

##### **49.18.2 First Aid Training**

It will be the responsibility of the contractor to ensure that the supervisor engaged by him should be trained in First Aid and must possess a valid First Aid Certificate of standard specified in the Mines Rule, 1955.

#### **49.19 Injury at Work, First Aid & Medical Aid**

The contractor must make arrangement for immediate first aid and rescue and medical aid of any of the persons engaged by it so to prevent deterioration of the condition of the injured person and prompt treatment for recovery at its own cost and risk. Failure of the contractor to ensure such prompt first aid, rescue and medical aid shall make him responsible for the consequences arising there from.

Information of such accident should be passed on to the Mine Time Office and the Engineer-in-charge at the earliest without delay.

##### **49.19.1 Compensation**



In case of any accident to any employee of the contractor arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the workmen's compensation Act, 1923 or any amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

For fatal injuries, the contractor may also be called upon by the UCIL to pay funeral expenses and /or any other ex-gratia amount to the dependent(s) of the deceased employee, as payable in the case of company's employees.

In case of failure on the part of the contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the company and cost/charges/expenditure incurred or spent by the UCIL in this regard shall be recovered from the contractor's bills/dues/security deposit.

#### **49.20 Emergency Communication**

The contractor shall provide to the Mines Time Office all emergency contact details of persons who are to be intimated in case of any emergency.

The contractor must make arrangement for prompt circulation of information related to any kind of emergency whatsoever to the Time Office, Safety Officer, Mine Manager, Mine Manager, Engineer-in-Charge and other senior officials.

#### **49.21 Claims for Employment**

The employees of the contractor shall at no stage, during the execution of after the termination of the contract, have any claim whatsoever for employment with the UCIL and the UCIL shall have no obligation/liability whatsoever, to take into employment any employees of the contractor on any ground whatsoever.

#### **49.22 Compliance of Statute**

The contractor shall ensure that the employment of persons at mines is in full compliance with various statutes. In this regard, the provisions of '**Ease of Compliance to maintain Registers under various Labour Laws Rules 2017**' shall have to be fully complied.

**Note: In Case of any dispute General Conditions of contract, Special conditions of contract will be followed.**

**SCHEDULE- F**

Accepting Authority	: Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	: Not applicable
Total Security deposit	: 10% of the contract price.
Date of commencement:	: Within 15 days from the date of issue of work order.
Time of completion of work	: 2 years
Agreed liquidated damage	: Upto a maximum of 5% of the contract price excluding taxes and duties
Defect Liability period	: 03 months
On Account Payment	: Clause No. 2.8 of Special conditions of Tender.
Refund of Security deposit	: As per clause No. 5 of General Conditions of tender.
Authority for Appointing Arbitrator	: Chairman and Managing Director.