



## **URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

CIN : U 12000 JH 1967 GOI 000806

### **Tummalapalle**

P.O.M.C.PALLE, VEMULA MANDAL

YSR DISTRICT.A.P.-516349 Fax/Ph.No.08588-282704/07

E-mail: [uranium\\_tmpl@yahoo.co.in](mailto:uranium_tmpl@yahoo.co.in)

URANIUM ORE PROCESSING PROJECT  
AT  
TUMMALAPALLE, ANDHRA PRADESH

TENDER DOCUMENT

FOR

NIT NO.TMPL/CIVIL-69

**NAME OF THE WORK :** Transportation of 5000MT Fly  
ash from RTPP at Kalamalla to  
Tummalapalle Project.

## **PART-I (TECHNICAL PART)**

July 2014

**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

**TUMMALAPALLE PROJECT****PO:Mabbuchintalapalle, Mandal: Vemula,  
Dist: YSR- 516349 A.P.****Hyd. Office:** Plot No.37, Road No.3, Sunrise Homes,  
Upparpally, P.O.Hyderguda,  
Ranga Reddy District, HYDERABAD - 500 048.**Head Office:** P.O.Jaduguda Mines, Dist. Singhbhum (East)  
JHARKHAND – 832 102.**NOTICE INVITING TENDER NO. TMPL/CIVIL -69**

ITEMRATE TENDER

FOR

**Transportation of 5000MT Fly ash from RTPP at Kalamalla  
to Tummalapalle Project.**

1. Tenders to be deposited in the/at the office of Manager [Admin.] Uranium Corporation of India Ltd., Tummalapalle Project, A.P.-516349 on 27/08/2014 up to 2.30 PM
2. Tenders shall be opened in presence of Tenderers who may like to present at 3.00 P.M on 27/08/2014 office of Manager [Admin.], Uranium Corporation of India Ltd., Tummalapalle Project, A.P.-516349.

Issued to : \_\_\_\_\_  
( Name of the Contractor / Tenderer )

Signature of Officer  
Issuing the Tender Documents : \_\_\_\_\_

Designation : \_\_\_\_\_

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

Cash Memo / Receipt No. : \_\_\_\_\_

**I N D E X****PART – I: TECHNICAL & COMMERCIAL**

SECTION	DESCRIPTION
I.	NOTICE INVITING TENDER
II.	CONDITIONS OF TENDERING
III.	FORM OF TENDER
IV.	ARTICLES OF AGREEMENT
V.	BANK GUARANTEE FORM FOR SECURITY DEPOSIT
VI.	SCHEDULE – D, SCHEDULE –F.
VII.	SCOPE OF WORK
VIII.	SPECIAL CONDITONS OF CONTRACT.
IX.	SAFETY OF CONTRACTOR'S EMPLOYEES
X.	FORM OF DETAILS OF CREDENTIAL / INFORMATION SHEET ABOUT THE TENDERER

## SECTION - I

# NOTICE INVITING TENDER



# URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

## TUMMALAPALLE PROJECT

**P.O - M.C.PALLE, VEMULA MANDAL, YSR DISTRICT, A.P.- 516349**

**Tel. 08588- 282704/07 Fax. 282704/07, E-mail: [ucil\\_tmpl@yahoo.co.in](mailto:ucil_tmpl@yahoo.co.in)**

UCIL/TMPL/CIVIL/NIT/69/2014

Date:22/07/2014

### NOTICE INVITING TENDER NO.TMPL/CIVIL – 69

Sealed Item-rate Tenders in two parts i.e. **Part-I: Technical Part & Part-II: Price Part** (in one original plus two sets each self contained in all respects) in prescribed form are invited by UCIL, Tummalapalle Project from bonafide, reliable and resourceful transport contractors having own fleet of dumpers / trippers & pay loader/JCB for execution of the following works:-

1.	Name of the work	Transportation of 5000MT Fly ash from RTPP at Kalamalla to Tummalapalle Project.
2.	Earnest Money Deposit	Rs.25,000/-
3.	The average annual financial turnover of tenderer during the last three (3) years ending 31st March of the previous financial year should be →	Rs.06.00 lakhs
4.	Tenderer should be experienced having successfully completed <b>similar works</b> during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:-	
	<i>Three similar completed works costing not less than</i> →	Rs.08.00 lakhs
	or	
	<i>Two similar completed works costing not less than</i> →	Rs.10.00 lakhs
	or	
	<i>One similar completed work costing not less than</i> →	Rs.16.00 lakhs
5.	Definition of <b>"Similar Work"</b>	Transportation of materials in bulk quantities
6.	Cost of tender document	Rs.1200/-
7.	Completion time of work	Thirty days from the date of commencement of work. (Date of commence of work will be reckoned 05 days after issue of written order).
8.	Date of commencement of Sale of Tender document	25/07/2014
9.	Date of Closing of Sale of Tender	25/08/2014
10.	Date of Submission of Tender	27/08/2014 up to 2.30 PM
11.	Date & Time of Tender Opening	27/08/2014 at 3.00 PM (Technical Part i.e. Part-I only)

Contd...../-

Full details, terms, conditions and specifications of works will be available in the above mentioned NIT document which can be obtained from the office of the Manager [Admin.] UCIL, Tummalapalle Project, P.O.M.C.PALLE, VEMULA MANDAL, YSR DISTRICT.A.P.-516349 **on** payment of cost of tender documents in cash/DD drawn on State Bank of India, Pulivendula in favour of Uranium Corporation of India Limited, on all working days except Sundays & Holidays between 10.00 AM to 4.30 PM for which request letter in duplicate on the letter head of Tenderer is to be given. Tenderers are advised to collect the tender document personally. Postal delivery will not be entertained. However the tender document can also be downloaded from our web site [www.ucil.gov.in](http://www.ucil.gov.in) in which case the cost of tender document must be submitted along with the offer in form of DD drawn in favour of "M/s URANIUM CORPORATION OF INDIA LIMITED" payable at State Bank of India, Pulivendula (Branch Code: 0989) failing which the offer will not be considered.

**Tenderers downloading the tender document from UCIL website mentioned above must intimate UCIL regarding their intention to participate in the tender. The Tender is to be submitted in two parts i.e. Part-I, Technical & Commercial Terms & Conditions and Part-II [Price proposal], (both separately sealed for each tender containing three copies),** to the Manager [Admin.] , UCIL, Tummalapalle Project, P.O. MC Palle, Vemula Mandal, YSR District, A.P.-516349 to reach on or before the date & time fixed for receiving the bid. Telex, telegraphic or email bids will not be entertained. The sealed outer cover should contain two envelopes each sealed and marked with NIT No., closing date and general description of work tendered for and the part number. Outer sealed cover should be super scribed with NIT No. and general description of the work quoted for.

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to spilt the work among more than one contractors if necessary or regroup the packages without assigning any reasons whatsoever.

For Uranium Corporation of India Ltd.

Sd/-  
[A. R. De]  
Chief Supdt. (Civil)

## SECTION-II

# CONDITIONS OF TENDERING

**CONDITIONS OF TENDERING****1.00.00 PREPARATION OF TENDER****1.01.00 Tenderer to study**

1.01.01 Before submission of the tender the Tenderers are requested to make themselves fully conversant with the Conditions of Tendering, General Conditions, Special Conditions, Site conditions, Specifications, Schedules and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.

1.01.02 It shall be the responsibility of the Tenderer to request for any missing document or information. In absence of any such request the Tenderer will be deemed to have received and read all documents.

1.01.03 The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document.

Should 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. The Tenderer must set forth in writing such discrepancy, doubt or obscurity, and submit the same in duplicate to the Purchaser (Attn: the Officer of the Purchaser issuing the NIT) so as to reach them two days in advance before date of tender opening mentioned in the NIT for such purpose. The elucidation given by the Purchaser shall be final and binding on the Tenderers.

1.01.04 By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site, locality of the work and condition of road (Kalamalla near Muddanur to Tummalapalle Plant area), 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.

1.01.05 Tenders must be submitted on the attached prescribed forms and/or copies thereof. The schedules shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.

1.01.06 The tender shall contain firm price for the work.

**1.02.00 Language**

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

**1.03.00 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.

1.04.00      Misinformation

If the Tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the Purchaser reserves the right to reject such tender.

1.05.00      Documents not transferable

Tender documents are not transferable. Transfer of tender documents, purchased by the tenderer to another is not permitted and tender submitted on the tender document, purchase by any other party, shall be rejected.

1.06.00      Not more than one tender

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

1.07.00      Tender document property of the Purchaser

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

1.08.00      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 opts for complete withdrawal of invitation of Tender.

2.00.00      SUBMISSION OF TENDER

2.01.00      Tenders to be in two parts

2.01.01      Unless otherwise instructed to the contrary all tenders shall be submitted in **two** parts i.e. **(i) Part - I: Technical and (ii) Part - II: Price.**

2.01.02      **List of documents to be submitted in Part - I (Technical Part):**

- a) Tenderer's covering letter.
- b) Document showing deposit of Earnest Money in original.
- d) Signed NIT tender documents i.e. all tender papers which comprise the following shall be signed and returned with the original copy of tender.
  - Notice inviting Tender
  - General information
  - Forms
  - Conditions of Tendering
  - General conditions of contract
  - Special conditions of contract
  - Safety of contractor's Employees with appendices
- e)      Income tax clearance certificate of last three years.
- f)      Details of Credentials /Information sheet about the tenderer with photo copies of work orders & balance sheets for qualifying of technical bid with attestation.

**2.01.04 List of documents to be submitted in Part - II (Price Part):**

- a) Tenderer's covering letter/Credential information sheets.
- b) Schedule of quantities in triplicate duly signed in all pages

2.01.05 All the pages of Tender document has to be signed with seal of the Firm/Agency by the tenderer as a token of acceptance of the same without which tenders are likely to be rejected.

**2.02.00 Tenders to be unambiguous**

No alteration in the form of the tender or in the amount or any addition in the form of special stipulation will be permitted. If corrections be needed while filling in the tender, the same shall be made by the Tenderer with his dated signature. Tender which is incomplete, obscure or irregular or only for a part of the package /schedule is liable to rejection.

**2.03.00 All pages to be signed**

All pages of the Tenderer's offer, drawing and other accompanying documents shall be initialed at the lower right corner with ink only and signed where required by the tenderer or any person holding power of attorney authorising his to sign on behalf of the tenderer before submission of the tender. All signatures shall be dated.

**2.04.00 Tenderer's identity**

The tender shall contain the name, residence and place of business of person or persons submitting the tender.

**2.05.00 Authorization**

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of Attorney authorizing him to do so, certified copy of which shall be enclosed.

Tenders submitted on behalf of companies registered under the Indian Companies Act, for the time being in 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 resolutions, 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.

In the event of the tender being submitted by Indian agent on behalf of his foreign principal, in addition to above document, the letter or agreement of authorization clearly indicating the status extent and validity of authorization from foreign principal shall be submitted along with the tender. A confirmation in the form of division of responsibility covering the various activities required to be undertaken for execution of the contract shall be enclosed.

**2.06.00      Delivery of tender.**

The completed tender (Technical as well as price part) with all its accompaniments shall be deposited in the tender box kept at the office of Addl. Manager (Per.), UCIL, Tummalapalle.

2.06.01      Technical part containing Purchasers NIT Tender document duly signed by the tenderer and all other relevant documents mentioned in clause 2.01.02 shall be enclosed in separate sealed envelope which shall be superscribed the Tender notice number, name of work for which tender is submitted, name of tenderer and date of opening as advertised/notified along with the inscription Part - I (Technical).

2.06.02      All the three copies of Part - II(Price Part), shall be enclosed in a separate securely sealed envelope which shall be similarly superscribed but shall have the inscription Part - II:(Price Part)

2.06.03      The above two envelopes shall be enclosed in a third sealed envelope similarly superscribed.

3.00.00      Notwithstanding any pretender check on qualification the Purchaser will undertake the post tender evaluation of qualification of tenderers.

**4.00.00      VALIDITY OF TENDER**

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the Purchaser for a period of six(6) months from the date the tenders are opened, during which period the tenderer shall not withdraw his offer or amend, impair or derogate therefrom. If the tender submitted does not contain all the relevant information or needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification, the aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete.

Every Tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the Purchaser in terms hereof, 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 (6) months that his tender 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".

**5.00.0      EARNEST MONEY**

5.01.00      Earnest money as per Notice Inviting tender shall be deposited unless otherwise instructed to the contrary in the following ways and must accompany the tender document without which the tender will not be considered at all as per G.C.C.

Acceptable mode of payment of Earnest Money Deposit:

Bank Guarantee issued by any reputed schedule commercial bank with a validity period of 6 months and claim period of 3 months. It must be countersigned by the Regional Office of the concerned bank with 6 months validity period.

Note:

- i) Tender without requisite earnest money at the time of tender document submission is liable to be rejected.
- ii) Failure of successful tenderer to carryout the tender work shall entail forfeited of E.M.D. and Security Deposit entirely.

5.02.00 Uranium Corporation of India Ltd. will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from Mines Manager (TMPL)/Chief Supdt.(Civil), Tummalapalle.

5.03.00 The tenderer shall submit the tender which satisfied each and every condition laid down in the notice, failing which the tender will be liable to be rejected.

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

5.05.00 Tender without requisite earnest money at the time of submission is liable to be rejected.

5.06.00 After the tender has been accepted, if the Tenderer fails to pay the security deposit as specified in the contract, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The tenderer shall not be allowed to increase/withdraw his tender within **SIX MONTHS** from the date of opening of tender and if he does so the earnest money deposit may be forfeited.

5.07.00 Service Tax or any other Tax on materials transportation in respect of this contract, if any shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.

6.00.00 **AWARD OF CONTRACT**

The acceptance of a tender and award of contract to one or more than one tenderer, if considered necessary, rests with the Purchaser. It shall not be obligatory on the part of the Purchaser to accept the lowest tender. The purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded of this by any tenderer in respect thereto.

7.00.00 **FOREIGN EXCHANGE**

Unless otherwise provided in the special conditions, the tenderer shall obtain all import permit or licenses and arrange for all foreign exchanges required for any part of the plant or works.

8.00.00 **TIME FOR COMPLETION**

The time of completion for this work shall be **thirty days**, which shall be reckoned five (5) days after issue of written order. The work shall be considered completed

only if the Engineer has issued a certificate to that effect.

9.00.00 **OPENING OF TENDER**

Tenders will be opened at the place notified on the appointed and time presence of tenderer's authorised representative who are present. Not more than two (2) representatives of each tenderer shall be permitted to attend the opening of the tenders.

If the tenders can not be opened on the notified date and time as per tender notice, due to natural calamity, civil commotion, floods, strikes or any other unavoidable circumstances, this will be opened on a subsequent date, which shall be notified, to the tenderers by the corporation.

10.00.00 **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) applied to them and shall continue so to apply even after award of the contract (whether his tender is accepted or not).

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## SECTION-III

**FORM OF TENDER**

To

The Chairman & Managing Director,  
M/s Uranium Corporation of India Limited,  
P.O. Jaduguda Mines,  
Dist. Singhbhum (East),  
Jharkhand - 832 102.

Dear Sir,

With reference to the Tender invited by you for \_\_\_\_\_ I/we have examined Tender Notice, Conditions of Tendering, Articles of Agreement, General Conditions, Special Conditions, Questionnaire etc. for the above work.

I/We hereby offer to execute whole/part of the said works in conformity with the said Tender Notice, Conditions of Tendering, Articles of Agreement, General Conditions, Special Conditions, Questionnaire etc. for the above.

I/we undertake to complete the whole lot comprised in the contract within \_\_\_\_\_ Calendar months from the date of commencement of the work.

I/We have deposited as the Earnest Money a sum of Rs. \_\_\_\_\_ in shape of \_\_\_\_\_ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by Uranium Corporation of India Limited in the event of accepting my/our tender I/We fail to execute the contract when called upon to do so.

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

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

Yours faithfully,

(Signature with seal)

Address of the firm: \_\_\_\_\_

\_\_\_\_\_

Name of the partner of the firm : 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## SECTION-IV

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made and entered into this -----day of -----  
at Jaduguda between M/s Uranium Corporation of India Limited ( A Government of India Enterprise)  
having it's Registered office at Jaduguda Mines, Dist. East Singhbhum, Jharkhand - 832 102 (herein  
after referred to as the Corporation) which expression shall unless repugnant to the context includes  
it's successors and/or assigns of one part and M/s \_\_\_\_\_ having  
it's Registered Office at ----- (herein after referred to as Contractor) which expression shall  
unless repugnant to the context includes it's successors and/or assigns of the other part.

WHEREAS UCIL invited Tenders to be submitted for the work of \_\_\_\_\_  
mentioned in Tender document submitted by the  
Contractor as laid down in Annexure - A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in  
Annexure - A. AND WHEREAS after consideration of the Tender submitted the Contractor UCIL  
accepted the said Tender as in Annexure - A along with Annexure - B, C, & D.

AND WHEREAS one of the conditions embodied in the Tender submitted the contractor and accepted  
by UCIL was that the contractor upon acceptance of his Tender shall enter into an agreement with  
UCIL and shall deposit the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in a  
manner mentioned in the same Tender as in Annexure - A and it's subsequent modifications as in  
Annexure - D duly endorsed in favour of UCIL for the due observance fulfillment and performance by  
the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the  
said Tender so accepted by UCIL.

And whereas UCIL has called upon the Contractor to execute the presents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The Corporation's LOI/Work Order Reference No. ----- along with the following  
documents shall be deemed to form and be read and construed as part of this agreement as  
thoughtfully written out and set forth herein.

In the event of discrepancy or ambiguity this agreement and any of the documents described  
above this agreement shall govern. In the event of discrepancy or ambiguity between or  
caused by the provisions in the documents (a) to (d) inclusive, the priority of these  
documents shall be settled in accordance with the order (d) to (a) i.e. the document executed  
on a later date prevailing over the document executed earlier.

3. The Contractor hereby covenants with the corporation to construct, complete and maintain  
the works in conformity in all respects with the provisions of the Agreement and as specified  
in the above documents (a) to (d) inclusive.

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 tie and in the  
manner, prescribed by the Agreement and set-forth in the above documents (a) to (d)  
inclusive.

5. All notices called for by the terms of this agreement shall be effective only at the time of

receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

a) \_\_\_\_\_

URANIUM CORPORATION OF INDIA LIMITED  
(A Govt. of India Enterprise)

\_\_\_\_\_

\_\_\_\_\_

b) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The corporation and the Contractor agree that this contract agreement including annexed documents (a) to (d) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this contract agreement, except as may otherwise be specifically provided in this contract agreement.
7. Both parties shall make best individual to set amicably among themselves in a dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties or not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement.
8. This contract agreement is made in all good faith and executed in two identical counterparts, one for the corporation and the other for the Contractor.

IN WITNESS THEREOF, the Corporation and the Contractor have executed this contract agreement the day and year first above written.

\_\_\_\_\_  
URANIUM CORPORATION OF INDIA LIMITED

\_\_\_\_\_  
in the presence of

\_\_\_\_\_  
signed by the said

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
in the presence of

## SECTION-V

**BANK GUARANTEE FORM FOR SECURITY DEPOSIT**

Name of the Bank:

Address of the Bank:

Guarantee No.:

Date:

Date of Expiry:

Claim Period: 06(Six) months from the date of expiry.

Limit of Liability:

Whereas Uranium corporation of India Ltd.(herein after referred to as he CORPORATION) having its registered office at Jaduguda Mines P.O. & Dist. Singhbhum, Jharkhand - 832 102 which expression shall, unless repugnant to the context, includes its legal representatives, successors and assigns, have entered into an Agreement (herein after referred to as the Agreement) with M/s \_\_\_\_\_(herein after referred to as the CONTRACTOR) having its registered office at \_\_\_\_\_ which expression shall, unless repugnant to the context, include its legal representatives, successors or assigns, for \_\_\_\_\_(Name of work) letter of Intent/Work Order No. \_\_\_\_\_, dated \_\_\_\_\_ described in the Agreement based on the Terms and conditions contained in the Agreement and whereas by the said Agreement CORPORATION has agreed to pay the CONTRACTOR for the services to be rendered by the CONTRACTOR in terms of the said Agreement.

And Whereas, in accordance with the terms of the Agreement, the CONTRACTOR has to furnish Bank Guarantee for \_\_\_\_\_(Name of work) for due performance fulfillment and observance of the terms and conditions of the Agreement and further covenanted with the CORPORATION to make good any deficiencies so as to fulfill in all respects the proposes for which the Agreement is entered in to and in accordance with their operating and other conditions specified and to meet all the requirements specified in regard there to in the Agreement for the period/periods stipulated in the Agreement.

Now, by this Guarantee we, the CONTRACTOR(as Principal) and \_\_\_\_\_(Name and address of Bank) or held and firmly bound into CORPORATION in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the payment of which the CONTRACTOR and surety bound themselves, their successors, legal representatives and assigns jointly and severally by these presents.

Now the conditions of this Guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions, conditions and stipulations of Agreement including covenants, concerning Bank Guarantee stipulated therein on the part of the CONTRACTOR (as principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of CONTRACTOR the CONTRACTOR shall satisfy and discharge the damages sustained by the CORPORATION thereby, upto the amount of this Bank Guarantee herein, then the obligation herein shall be null and void, but otherwise shall be in full force and effect for a period of \_\_\_ months i.e. upto \_\_\_\_\_from \_\_\_\_\_. But no alterations in the terms of the said Agreement made between CORPORATION and CONTRACTOR or the extent or the nature of the materials supplied, completed and maintained thereunder and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the said Agreement on the part of CORPORATION shall in any way release the CONTRACTOR from any liability under the Guarantee herein.

We do hereby undertake to pay the amount due and payable under this Bank Guarantee without any demur, merely on demand from CORPORATION stating that the amount claimed is due by way or the loss or damages caused to or suffered or would be caused to or suffered by CORPORATION by reason of any breach by the said CONTRACTOR (as principal) of the terms and conditions obtained in the said Agreement or by reason of the said CONTRACTOR's (as principal) failure to comply with any of the conditions with regard to the Agreement set out in this Bank Guarantee. Any such demand made on the CONTRACTOR shall be conclusive as regards the amount due any payable by the CONTRACTOR under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till the dues of the CORPORATION under or by virtue of the said Agreement have been fully paid and CORPORATION's claim satisfied or discharged or till CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said CONTRACTOR (as principal) and discharges the Guarantee.

We, the surety, further covenant with CORPORATION that CORPORATION shall have 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 from time to time, to postpone for any time or from time to time, any of the powers exercisable by CORPORATION AGAINST the said CONTRACTOR(as principal) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to said CONTRACTOR or for any forbearance, act of omission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR(as Principal) 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.

This Guarantee herein contained is not revocable by notice during its currency and will remain in full force until all the undertaking covenants, terms and conditions of Agreement are performed and fulfilled or until it is discharged by notice in writing by CORPORATION.

This Guarantee will remain in force upto \_\_\_\_\_ months from \_\_\_\_\_ i.e. upto \_\_\_\_\_ and will stand automatically cancelled on expiry of the said period unless extended by mutual Agreement. Unless a demand or claim to enforce the claim under this Guarantee is made in writing against the surety within 6(six) months from the date of expiry of this Guarantee, all the rights of the CORPORATION hereunder against the surety shall be relieved and discharged from the all the liabilities hereunder.

IN WITNESS WHEREOF, the CONTRACTOR(as principal) and surety have executed this Guarantee and have affixed their seals on this date \_\_\_\_\_. Now withstanding any thing contained herein before our liability under the present Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall remain in force for a period of \_\_\_\_\_ months i.e. upto \_\_\_\_\_ from \_\_\_\_\_. Unless a suit or action is instituted to enforce the claim under the Guarantee within 6 months from the said date all your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

PRINCIPAL  
For and behalf of (Name of firm)

SURETY  
For and behalf of (Name of Bank)

## SECTION-VI

**SCHEDULE -D**

Sl.No.	Category of Labour	Wages per day	Remarks
1.	Skilled/ semi-skilled/Un-Skilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Commissioner (Central), Hyderabad or Regional Labour Commissioner, Hyderabad from time to time whichever is higher.	You have to pay minimum wages to the labour engaged by you

.....

Signature of Contractor:\_\_\_\_\_

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

**SCHEDULE - F**REFERENCE TO GENERAL CONDITIONS OF CONTRACT

1.	Accepting Authority	:	Chairman & Managing Director
2.	For Non schedule items Market Rate + Percentage addition to cover overhead and Profit	:	Ten percent
3.	Security Deposit	:	Five percent of the contract sum including Earnest Money.
4.	Retention Money	:	Five percent
5.	Date of Commencement	:	Within five days from the date on which written order is issued to commence the work.
6.	Date of Completion	:	Thirty days from the date of commencement of work. (Date of commence of work will be reckoned five days after issue of written order).
7.	Installment after virtual completion	:	Five Percent
8.	Agreed Liquidated Damage	:	Up to a maximum of 10(Ten) percent of the contract sum
9.	Defect Liability Period	:	Nil
10.	Refund of Security Deposit	:	100% will be released after successful completion of work on certified by Engineer-in-charge.
11.	Insurance	:	As directed
12.	On Account Payment	:	Bill will be paid based on work progress
13.	Authority for appointing Arbitrator	:	Chairman & Managing Director

- 00 -

**SECTION-VII****SCOPE OF WORK**

**Transportation of fly ash from RTPP's Ash pond at Kalamalla to UCIL's Tummalapalle Project including loading at source and unloading at site. Tare weight & gross weight of the vehicle for each trip of fly ash to be taken at UCIL's weigh bridge. Care should be taken to avoid any spillage (fly ash) on UCIL's road/ public road.**

**SECTION-VIII****SPECIAL CONDITIONS OF CONTRACT**

1. a) List of trucks/equipments owned by the tenderer and proposed to be deployed for the work, indicating their present place of deployment, registration no./machine no. year of manufacture, reference of fitness certificate from Pollution Control Board/permit/insurance cover etc. has to be submitted.  
  
b) List of dumpers assured by the tenderers and proposed to be deployed for the work, shall not be engaged in other awarded works.
2. In case of one or two trucks/equipments proposed to be taken on hire by the tenderer for the purpose of this work, a certificate to that effect from the owner from whom these trucks/equipments are proposed to be taken on hire, with the above details has to be submitted.
3. The contractor shall execute the agreement with the UCIL in the proforma approved by the UCIL for the execution of the work, within five 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 contractor at his own cost.
4. The contractor, before starting the work, shall furnish to the Engineer-in-Charge, the list of dumpers/equipments proposed to be deployed for the work, with the related papers of registration, fitness certificate from Pollution Control Board, permits, insurances, driving certificates, licenses etc. for inspection. No tipping Dumpers/ equipments shall be deployed for the work without the approval of the Mines Manager/ Engineer-in-Charge, UCIL.
5. The Tare weight, gross weight, maximum carrying capacity of the Dumpers and the dimensions of the body of the dumpers deployed for the work and maintained in good working condition, at all times. The same shall be checked by UCIL periodically.
6. ***The dumpers shall be loaded only up to the maximum carrying capacity and shall not be over loaded under any circumstances. The loading is to be restricted upto 150mm below the top of the dump box.*** No spillage of the fly ash will be allowed in Mines area or on Public road. If any Spillage is found it shall be cleared by the Contractor. In case the contractor overloads the dumpers, all the liability arising out of it will be borne by the contractor at its own risk and cost.
7. The contractor shall bring/take back and arrange for the transportation of the dumpers/equipments, men and materials required for the work, at his own cost.

8. The UCIL may for the any reason, ask the contractor to suspend the work, fully or partly and the contractor shall comply with same without having any claim whatsoever, for such suspension.
9. The period of contract, stipulated in the agreement may be extended for the execution of the awarded quantity and similarly the quantity may be varied  $\pm 20\%$  for execution of the work upto the awarded period, at the awarded rate/rates, at the discretion of the UCIL. This shall however, be without prejudice to the right of the UCIL to impose penalty as stipulated in General Terms and Conditions of the contract.
10. a) The contractor shall at his own cost arrange for all materials, stores, Diesel , Mobile, Break oil, spares, tools and tackles etc. and maintenance/repairs of the Tipping Dumpers/Equipments required/deployed for the work.  
  
The UCIL shall have no liability whatsoever on this account.
- b) In emergent situations as provided the contractor shall make an application in this regard, POL if available with the UCIL may at the sole discretion of the UCIL be issued to him with the approval of the Engineer-in-charge but value of the same along with the handling/ departmental charges as per the prevailing rules of the UCIL shall be charged from him or recovered from his bills/security deposit.
11. The contractor shall maintain proper records in English/Hindi of the Dumpers/equipments etc., deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and UCIL shall have the right of access to and inspection of those records or to call for any or all these records or ask the contractor shall be bound to comply with such instructions.
12. The UCIL shall have no responsibility/liability whatsoever for any accident/damage to the contractor's vehicle/equipments in transit or while engaged in the work. All the liability arising out of such an incident will be borne by the contractor at its own cost and risk.
13. The UCIL shall have the right to give any instruction to the contractor necessary for the safe and orderly execution of the work and/or to forthwith remedy/ modify/ remove/ stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.
14. In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contain herein, the decision of the Engineer-in-charge shall be final and binding on the contractor.
15. All work have to be done by the contractor as per the provision of Mines Act 1952, Metalliferous Mine Regulation 1961, Mine Rule - 1955, Indian Electricity Act and rules, E.P.F. (M) Act 1952, Minimum wages Act and rules, contract labour (Regulation & Abolition) Act, 1970 with contract rule 1971, The Employees Provident Fund Act, Atomic Energy Act 1962, Indian Explosive Act & Rules, Motor vehicle Act & Rules and all other laws applicable to Metal Mines in regards to the works awarded. The contractor shall comply with all amendments to the above acts.

16. In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the contractor or his employee or any accident involving the employees/dumpers/ equipments of the contractor or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act/rules/Regulations/Bye-laws/Orders, by the contractor, the contractor shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the contractor against all such claims.
17. If the UCIL suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the part of the contractor or his representative/employees or from the dumpers/equipments of the contractor, the value of the same as assessed by the UCIL shall be recovered from the contractor's bill/security deposit. The decision of the UCIL on this regard shall be final and binding on the contractor.
18. The UCIL shall have full right to deduct any excess payment/ penalties/claims dues/taxes/levies etc. deductible/recoverable from the contractor as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the contractor for any amount payable to him against this contract or any other contract with the UCIL.
19.
  - a) 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.
  - b) The Contractor shall issue 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.
20. The contractor shall not engage any person of less than 18 years of age & females during night hours as required by relevant law.
21. 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.
22. The contractor shall arrange for housing accommodation of his employees and the UCIL shall have no responsibility/liability whatsoever in this regard.
23. The Mines Manager, /Engineer-in-charge, UCIL, Tummalapalle 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.
24. 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.
25.
  - a) In case of any accident, the contractor shall ensure that, the victims get First-Aid and medical treatment without delay and information of such accident should be passed on to the Mine Time Office and the Engineer-in-charge at the earliest. 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.

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.

- b) 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.
- 26. In case of any accident occurs or any injury is caused to any employees of the UCIL by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor's representative/employees, the compensation for the same, as provided in law or as assessed by the UCIL shall be recovered from the contractor along with the costs and expenses incurred by the UCIL on the same.
  - 27. 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.
  - 28. The contractor shall comply with the provisions of Mines Act /Regulations /Rules applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the UCIL or statutory authorities to ensure the safety of the employees/equipments deployed by him, at his own cost. The Contractor will prepare Safe Operating Procedure (SOP) for all activities involved within the scope of this contract and provide a copy of the SOP to the concerned workmen after getting it approved from the Mine Manager(TMPL).
  - 29. In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.
  - 30. The UCIL may terminate the contract by giving 07 days notice, without any assigning any reasons whatsoever for the same.
  - 31. Without prejudice to the right of the UCIL as contained in clause no.30 above, the contract may be terminated partly or fully and the security deposit forfeited, at the discretion of the UCIL without any notice to the contractor, in the following eventualities.
    - a) If the work is not progressing to the satisfaction of the UCIL.
    - b) Pertaining to the safety or satisfactory execution of the work. Breach of any terms and conditions of the contract or violation of any statutory Act/ Regulations/ Rules/ Bye-laws/Orders by the contractor.
    - c) Stoppage of work on his own accord or unsatisfactory performance by the contractor. Assessment of the Engineer-in-charge in this regard shall be final.
    - d) Offering or giving or agreeing to give any person in the UCIL's service or to any other persons on his behalf, of any gift or consideration or any kind of inducement or reward for doing or for bearing to do or having done of having forborne to do any act in relation to obtaining of execution of this or any other contract from the UCIL.

- e) If it is found that the contractor has obtained the contract from the UCIL as result of wrong tendering or other non-bonafide methods of competitive tendering or by fraudulent manner or in fictitious name.
  - f) If the contractor is declared insolvent or the firm/company goes into liquidation.
  - g) If the contractor/assigns/transfers/sub lets or attempts to assign/ transfer/sublet the entire work or any portion thereof.
  - h) Failure to bring trucks/equipments to the site and start the work as directed.
  - i) If it is found that the contractor has not been complying with the rules, regulations, and statutory obligations pertinent to his force. The decision of the Engineer-in-charge for in this regard shall be final.
  - j) If the contractor indulges in any corrupt practice/illegal activity/irregularity/misconduct.
  - k) If it comes to the notice of the Engineer-in-charge that the contractor has engaged any bonded labour.
  - l) For any other reasons which the UCIL considers prejudicial to its own interest or to the interest of the public.
32. In the event of termination of contract under clause 31 above, the UCIL shall have the right to the get balance work executed by engaging any alternative agency/agencies or incurring expenditure and recover from the contractor, the said expenses/extra expenses incurred in this regard.
33. After termination of the contract, the work executed by the contractor shall be jointly measured. In case, the contractor or his representative does not attend the joint measurement, in spite of being notified in this regard, such measurement shall be carried out by the UCIL on it's own and the measurement so arrived it shall be final and binding on the contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of all penalties, recoveries, etc. recoverable from the contractor as per the terms and conditions of the contract.
34. Unless otherwise provided in the contract, the provisions of General conditions and special conditions shall prevail over those of any document forming part of the contract and in case of conflict special conditions shall prevail over General conditions. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in the case of ambiguities or discrepancies the same shall be explained and adjusted by the accepting authority who shall thereupon issue to the contractor instructions.
36. **The contractor must ensure removal of any spillage (fly ash) material from the roadways during transportation and for this purpose sufficient unskilled workman should be deployed on daily basis.**
38. Necessary workman insurance coverage and labour license, as required shall be obtained as per working rules by the contractor for required Nos. workmen to be engaged for this work at his own cost for the whole period of the contract and shall be furnished to the UCIL before commencement of the work. The number of persons deployed in a day should not exceed the number of persons for which labour licence has been obtained in respect of each category of labour. Any deployment of labour exceeding the limits

specified in the labour licence will be deemed as a willful act by the contractor and all liabilities arising out of this shall be borne by the contractor at its own cost and risk.

39. The contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of safety officer of UCIL, Tummalapalle from time to time.
40. No machinery/dumper which has been used for more than 08 years shall be allowed for transportation of the fly ash. The contractor's equipments and dumpers are also got to be checked periodically by the authorised representative of Engineer-in-Charge of this work. In case of equipments/dumpers are not found to be Road working, the same will not be allowed to operate. In this regard decision of UCIL will be final and binding to the contractor.
41. ***Brake test of contractor's vehicles engaged for transportation of ore is required to be tested at Mechanical section, Tummalapalle*** on specified dates in presence of authorised representative of UCIL and to ensure the filling of check list daily. The contractor will have to release its vehicles with operators /drivers for such tests. No compensation in any form will be given for lost time for men and machine for such tests.
42. All the machineries, labourers engaged against this work shall be insured by the successful contractor for the entire period of the contract at their own cost and insurance shall be done before commencement of this work.
43. The successful tenderer have to release their workmen employed against this work for safety/environmental training at G. V. T. Centre, Tummalapalle as per requirement assessed by Engineer I/C. at their own cost.
44. The quantum of work as stipulated in the tender and the work order should be completed within the time stipulated. For delay in completion of work the contractor will be fully responsible, and the UCIL shall have the right to get the balance work left over after expiry of the stipulated time through other party(s) and the expenditure involved shall be recoverable from the contractor. In the event of failure of the contractor to carry out the work within the prescribed time and in the manner as per advise of UCIL representative, the contractor shall be responsible for the extra expenditure incurred by the UCIL who shall have the right to get the balance work done through any other party, at the contractor's risk and responsibility and cost. Such recovery shall be made by the UCIL from any payment due to the contractor for this or other works.
45. The rate quoted by the tenderer shall be treated as complete in all respects including all Taxes, duties and other levies of the Government/ local authorities. However if any increase in taxes duties, levies etc. after the award of the contract shall be paid by the contractor and will be compensated by UCIL on production of documentary evidence of payment. The rates quoted shall be valid for the complete duration of the contract and in no account a change in the rate will be entertained except whereas otherwise stated.
46. The contractor shall be responsible for the security of the materials in transit and it's safe delivery without any loss or damage. Where the material is weighed both at the loading and receiving ends, the shortage other than those on account of moisture loss will be to the account of the contractor.
47. The contractor shall give an undertaking in weighing indemnifying the UCIL against all risks and liabilities whatsoever arising out of accident etc. during course of execution of work.

48. **CONTRACT LABOUR ACT:** Before the actual commencement of work, the contractor will have to get a Labour license from the ALC, (Central) for engaging the labourers and he will be governed by all the provision of the Contract Labour Act 1970(Regulation & Abolition).
49. All the vehicles to be used for this work should be registered under passenger & goods (carried by Public Service Motor Vehicle) Tax Act, 1961 and rules framed thereunder and all the taxes payable and the sole responsibility of the contractor. All the formalities should be completed and complied with by the contractor as required by the provisions of the said Act. The contractor will be governed throughout the period of contract by this Act and the UCIL will have the power to take any such action as deemed necessary including recovery of taxes etc. from the contractor's bill to ensure the compliance of this Act by the contractor.
50. **Fly ash transportation work shall be carried out between 7:00 A.M. to 11:00 P.M.**
51. Running bill can be raised on work progress. Payment shall be made within 20 days from date of certification of bill by Engineer-in-charge after necessary recoveries. **No price escalation will be paid for this contract.**
52. **Bills will not be released:** -  
a) If minimum wages is not paid in presence of UCIL's representative and payment Certificate obtained. The Certificate to be enclosed with the bill.
53. **WEIGHMENT:**  
The Weighment and measurement of fly ash will be made on the Weigh Bridge near the Plant Gate of UCIL. Each loaded/Empty vehicle will be certified by authorised representative of UCIL at weighing station.  
The loaded fly ash dumpers shall be routed through the weigh bridge situated near the plant gate before dumping the fly ash at sand showing plant area and the empty dumper shall also be weighed at weighing station before next load.
54. There shall be no payment for idle charges of the contractor's equipments due to any reason.
55. Quantity of fly ash mentioned in schedule of items is estimated quantity for a period of **thirty days**. This may vary to  $\pm 20\%$  either in higher or lower side. Contractor's claim of any kind of quantity variation, if occurs shall not be entertained.
56. The contractor shall bear all costs and expenses for the **execution** of the contract. The UCIL shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract.
57. The Contractor shall provide all relevant Personal Protective Equipment and other safety accessories at his own cost to its personnel. The contractor will have to ensure that such Personal Protective Equipments are used by its personnel as per requirement. All tools and tackles required for screening and breaking of boulders shall have to be provided by the contractor at his own cost.
58. Speed limit of Dumpers inside plant/ Mine premises should not be more than 20 K.M./Hr.
59. **There will be no defect liability period for this work.**

**60. Security Deposit:**

Total amount of Security deposit shall be limited to 5% of the awarded value of work. Two and half percent of this amount including earnest money shall have to be deposited as initial security deposit at the time of execution of agreement. Balance 50% security deposit shall be recovered from R.A. Bill at the rate of 5% of running bills till the full amount of the Security Deposit is retained by the corporation.

**(a) Acceptable mode of payment of Initial Security Deposit:****For deposit beyond Rs. 1.00 Lakhs:**

Bank Guarantee issued by any reputed schedule commercial bank. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses in all respects of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

In addition to the above, further amount to the extent of the 5% 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 UCIL.

- (b) 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 deduction 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 UCIL or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

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

Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per relevant condition.

64. **Rate quoted by the Tenderer shall be inclusive of statutory taxes, IT, TDS, Service Tax, WCT, Cess, complete and all statutory requirements as applicable in this regard, shall have to be honored by the Contractor. Final Bill of the Contractor shall be cleared only on furnishing of necessary proof as required, for having complied with all statutory provisions in this regard.**
65. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by UCIL towards Labour, Plant and Machinery etc. to the contractor for this work.
66. In case payment of labourers engaged for this work, has not been made on stipulated payment day, UCIL shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Contractor.

**67. 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 executed at Tummalapalle Project Site, Tummalapalle, P.O. MC Palle, Vemula Mandal, District YSR, Andhra Pradesh State within the ordinary Civil Jurisdiction of the Competent Courts in the District Kadapa.

**68. The tenderer should inspect the site/route before submission of their tender.****69. Special Conditions of Contract – Supersedes the general conditions of contract wherever applicable.****70. Conditional tender will be summarily rejected****71. Contractor 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/SPF personnel.**

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## SECTION-IX

SAFETY OF CONTRACTOR'S EMPLOYEES  
(WITH APPENDIXES)75.00 **SAFETY OF CONTRACTORS EMPLOYEES**

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

In the event that the Contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Contractor shall make no reason of or in connection with such stoppage.

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

75.04.00 Contractors must report to the Engineer-in-charge through their contracting officers every accident involving.

- their personnel
- UCIL Property or Personnel
- Property or Personnel of other Contractors working on the site.

75.04.01 Contractors must report to the Engineer-in-charge immediately on becoming aware of any accident of Type-A (see Appendix-1) giving the following information

- Name of the informant
- Nature and location of incident being reported
- Name of/supervisor/Engineer-in-charge, location and telephone number where he can be reached,

75.04.01.01 Contractors shall submit their investigation reports, through their contracting officer, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form-A (see Appendix-2)

75.04.02 In the case of type – B accident (see Appendix –1), Contractors shall submit their investigation reports, through their contracting officers, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form – A.

75.04.02.01 Monthly summary of accidents and cases of fire shall be prepared by each Contractor in form-B. (See Appendix –3) and be sent to the Engineer-in-charge by the 7<sup>th</sup> of the next month.

75.04.02.02 Prime Contractor report shall include the man days lost and occurrence of accidents under the jurisdiction of the Sub-Contractors.

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

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APPENDIX - 1  
CLASSIFICATION OF ACCIDENTS

TYPE – A

1. Fatal/Injuries
2. Serious Injuries such as fracture, Dislocation, severe burns etc., necessitating hospitalization
3. Any Injury to five or more persons.
4. Accidents resulting in damage by fire, explosion etc.

TYPE – B

1. Minor Injuries which result in laceration, abrasion contusion etc.
  2. Disabling Injuries but not requiring hospitalization.
-

APPENDIX - 2  
(FORM - A)  
ACCIDENT INVESTIGATION REPORTS

Name of the Contractor and Project	:	
Nature of the Contract	:	
Name of the Engineer-in-charge	:	
Name of the injured person	:	
Age	:	
Address	:	
Date and Time of Accident	:	
Place where the accident occurred	:	
Nature of job	:	
What was injured person doing at the time of accident	:	
Description of Accident (in details)	:	
Nature of Injuries	:	
What was defective or in wrong condition that was responsible for the accident	:	
What was wrong with working methods/ instructions	:	
What steps should be taken to prevent recurrence of such accident	:	
Name of the witnesses	:	1. 2.
Safety Representative's Remarks with Signature and Date	:	

APPENDIX - 3  
(FORM - B)

SUMMARY OF ACCIDENT FOR THE MONTH OF \_\_\_\_\_

Name of the Contractor : Name of the Project :

Name of the Sub-Contractor : Name of the Safety  
Representative of the  
Project :

Total No. of persons working  
In the project : Male only

Engineers :  
Supervisors :  
Labours :

Total No. of Accidents (including  
Type – A and B Accidents) :

Disabling Injuries :

Non-disabling Injuries :

-----  
Agency No. No. of days lost/charged

Machine :

Handling Materials :

Full of persons :

Hand Tools :

Fire/Explosing :

Collapse of excavation Structure :

Electric shock/burnt :

Miscellaneous :

Remarks :

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

Signature of Safety Representative

## SECTION-XI

## DETAILS OF CREDENTIALS/ INFORMATION SHEET ABOUT THE TENDERER/ CONTRACTOR

1. Name of the Firm/Company of the tenderer :
2. Registered Office and address of the firm with Telephone and Fax No. if any for communication : \_\_\_\_\_
3. Name, designation, address of the person authorized to deal with this tender/work : \_\_\_\_\_
4. Nature of the registration of the firm: : Limited Co./Private Ltd./Partnership Co./Proprietor ship firm
5. Registration No. with date and Registering Authority : \_\_\_\_\_

6.	Name of Owner/Partners	Occupation	Address

7. Details of the past experience of the firm in transportation:

Name & Address of the client	Name of the work & Contract Work Order No.	Value in Rs.		Completion time			
		Ordered	Executed	Scheduled		Actual	
				From	To	From	To

8. Financial Particulars:

- a. Working capital – limit in : Branch:\_\_\_\_\_
- cash/credit for, bill Value of Rs. \_\_\_\_\_
- purchase/discount – forms etc.
- from the bank

- b. Value of work/turnover done during preceding three years:

Financial year	Value of work	Income Tax deposited

- c. Audited balance sheet and profit and loss account for the last 3 years attached (Yes/No) :

11. Furnish copy of Income Tax Return for the last 3 years furnished (Yes/No) :
12. Income Tax PAN/GIR No. :
13. Any other relevant Regn. No. if any :
14. Ownership of transportation equipment with tenderer : Details to be filled in enclosed format

**DETAILS OF CREDENTIALS / INFORMATION SHEET ABOUT THE TENDERER / CONTRACTOR**

Details of ownership of various Transportation equipment furnished as enclosed:

Name of equipment/ vehicles	Number	Capacity	Year of manufacture	Ownership details

Signature of Authorized Representative of Tenderer with their seal

**DECLARATION SHEET**

I \_\_\_\_\_ hereby certify that all the data and information as furnished in this proposal are correct and true covered by our formal proposal No.\_\_\_\_\_, dated \_\_\_\_\_. I hereby certify I am duly authorized representative of tenderer whose name appears above my signature.

Tenderers Name

Authorized representative's Signature

Contractor's intent : The Contractor hereby agrees fully to comply with the requirement and intent of this specification for the period indicated.

Authorized representative's Signature