

**URANIUM CORPORATION OF INDIA LIMITED**  
**A Govt. of India Enterprise.**

Subject: Engagement / empanelment of agencies to provide vehicles (Swift Dzire/ Hyundai Xcent/ Toyota Etios and Toyota Innova) on hire on daily rental rate contract basis for UCIL Jaduguda.

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NIT No. UCIL/JAD/TR/42/285/19  
DATED 13.07.2019.

**E-TENDER DOCUMENTS**

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E-TENDER DOCUMENTS

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**URANIUM CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)  
P.O.: Jaduguda Mines, Dist: East Singhbhum, Jharkhand-832 102.

CIN: U 12000 JH1967 GOI 000806

NIT Ref: UCIL/JAD/TR/42/285/19 DATED 13.07.2019.

**NOTICE INVITING TENDER (NIT)**

E-tenders for non **divisible Work Contract** are invited in two parts (Part-I: Technical part & Part -II: Price part) through UCIL's e-procurement website <http://www.tenderwizard.com/UCILEPROC> Only from experienced, reliable & resourceful registered travel agencies/ private vehicle owner having experience of engaging their vehicles in any companies/ industry/ corporation/ organization/ Firm on Daily hire basis for local and out-station journey of UCIL.

<b>Type of tender</b>	<b>E-Tender</b>
<b>Name of Work</b>	<b>Engagement/ empanelment of agencies to provide vehicles (Swift Dzire/ Hyundai Xcent/ Toyota Etios and Toyota Innova) on hire on daily rental rate contract basis for UCIL Jaduguda.</b>
<b>Tender Estimated Cost</b>	<b>Total ceiling value Rs. 2.50 lakh</b>
<b>Total Contract period</b>	<b>One (01) year as per terms &amp; conditions of the contract.</b>
<b>Pre-qualification criteria (PQC):</b>	
<p>1. 'The bidder' having a minimum SIX (06) months of operational experience in similar type of contract of providing vehicles to any industry/ corporation/ organization/ Firm during the period of last five (5) years ending on last day of month previous to one in which NIT was issued and the Travel Agency/Owner should have its own operation office at East Singhbhum District. To support their experience criteria, bidder should submit copies of relevant Contracts or Work Order, along with evidence in respect of satisfactory execution of each of those contracts, in the form of copies ,such as</p> <ol style="list-style-type: none"> <li>Satisfactory completion/ performance report. In case work is continuing at the time of bidding, then bidder should submit satisfactory performance certificate from the existing client for executed work period &amp; contract value (or)</li> <li>Proof of release of performance security after completion of the contract (or)</li> <li>Proof of settlement/ release of final payment against the contract (or)</li> <li>Any other documentary evidence that can substantiate the satisfactory execution of each the contracts cited.</li> </ol> <p>If time period of two or more contracts are overlapping then common period will be considered as one period only.</p> <p>2. Tenders without EMD (if applicable) or copy of valid documents supporting exemption from such payments, GSTIN reg. No., PAN No. will be summarily rejected, except where exemption is provided in the tender.</p>	
<b>Earnest Money Deposit/ Bid Security</b>	<b>EMD Amount = Rs.5,000/- (Rupees five thousand only), Earnest Money shall be deposited by demand draft (DD) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227], If exempted, the valid proof of exemption (soft copy) is to be attached in the same attachment</b>
<b>Cost of Tender document</b>	<b>NIL (NOT APPLICABLE)</b>
<b>Bid Document Download / E-bidding Start Date &amp; time</b>	<b>14.07.2019 (12.30 Hrs. IST).</b>
<b>Tender Submission Date/ Bid Due Date &amp; time with mode</b>	<b>05.08.2019 by 15.00 Hrs IST Through <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> Website.</b>
<p><b>Submission of Bid:</b> The tenders are to be uploaded at UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> within the due date and time fixed for uploading the tender as mentioned in the NIT. Bidders are required to upload all tender forms and supporting documents which form part of the Bid in UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a>. <b>Physical submission of tenders shall not be accepted.</b></p> <p>Further, the following documents in addition to uploading in the bid on UCIL e-proc site <a href="http://www.tenderwizard.com/UCILEPROC">http://www.tenderwizard.com/UCILEPROC</a> shall also be submitted in Original (in physical form) <b>within</b> the Tender Due Date &amp; Time through post/ courier/ given in person to the address mentioned below and the scanned copies of the same should be uploaded at UCIL e-proc site within the Due Date &amp; Time of tender submission otherwise the tender will be summarily rejected. UCIL will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same. <u>Copy of valid documents supporting exemptions from Tender fees/ EMD need not to be submitting in physical form (hard copy).</u></p> <p>i) <b>EMD/Bid Security (if applicable).</b> For submission of required original physical documents, the address is (On or before <b>05.08.2019 by 15.00 Hrs IST</b>) :</p> <p><b>Dy. General Manager (I/P &amp; IRs), Uranium Corporation of India Limited Jaduguda Mines, Singhbhum (East) Pin code- 832 102.</b></p>	
<b>Tender Opening (Physical Submitted documents only)</b>	<b>At 05.08.2019 on 15.30 Hrs (IST) in the office of Dy. General Manager (I/P &amp; IRs), Jaduguda. Part-I: Techno-commercial will be opened online after verification and also informed through system generated emails to the participated bidders.</b>
The date and time of opening of price part will be uploaded on the portal and shortlisted firms will also be informed through system generated emails– after short listing of the techno-commercially acceptable bidders.	
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 PQ – criteria may be allowed subject to the condition that a)'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT. b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT. c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT. The opportunity of submission of additional documents will be given to all the bidders.	

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## Instructions to Bidders (ITB)

### A. Detailed instructions & documents to be furnished for online bidding.

1. The MANUAL to submit bid online can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>.
2. The interested bidders can view and download the documents like, Tender Notice, Tender Document, if any corrigendum, Addendum notices and drawings from the website <http://www.tenderwizard.com/UCILEPROC>.
3. Bidders are advised to visit website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this web site only.
4. Registered User should have legally valid Class 3 Digital Signature from the licensed Certifying Authorities (if applicable) and system configuration (minimum) as prescribed (if applicable).
5. Bidders should get ready with the scanned copies of cost of **Tender Fee & EMD** as specified in the tender document and upload the TENDER FEE, EMD, and ADDITIONAL OR SUPPORTING OR GENERAL OR TECHNICAL DOCUMENTS IN THE DOCUMENT LIBRARY (IF APPLICABLE). Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
6. **Submission of Bid:** The E-tender shall be submitted in 2 (Two) parts online. The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> within the due date and time fixed for uploading the tender as mentioned in the NIT. Bidders are required to upload all tender forms and supporting documents which form part of the Bid in UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>. Physical submission of tenders shall not be accepted.

Further, the **only two (02)** following documents in addition to uploading in the bid on UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> shall also be submitted in Original (in physical form) in the sealed envelope indicating NIT ref. No. within the Tender Due Date & Time through post/courier/ given in person to the UCIL's address: D.G.M. (I/P & IRs), Uranium Corporation of India Limited, Jaduguda Mines, Singhbhum (East), Jharkhand- 832 102 and the scanned copies of the same should be uploaded at UCIL e-proc site within the Due Date & Time of tender submission otherwise the tender will be summarily rejected. UCIL will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.

**Table-1: List of documents must be required to be submitted in original (in its physical form)**

- |  |
|--|
| <b>1. UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable).</b> |
| <b>2. EMD/Bid Security (if applicable).</b>  |

In case of exemption of EMD& tender fees, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission through UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> (i.e. Exemptions proofs need not be submitting in physical form).

7. The department will not be responsible for delay in online submission due to any reason.
8. All the required information for bid must be filled and submitted online.
9. Tenderer may re-upload the price bid N number of times within tender closing date and time by clicking "Update" and follow same process of bid sheet upload (if applicable).
10. Tenderer may withdraw from the bid at any time before the due date and time fixed for submission of the tender. **Once withdrawn the tender cannot be taken back.**
11. For two stages tender, first Techno-commercial stage is to be opened followed by Cost open. The tenders after receipt shall be opened on the stipulated date and time by the UCIL's representative in presence of the intending bidders. The price part of the tender will be opened only after evaluation and scrutiny of Techno- Commercial Bid & E.M.D, if required.

### B. Details of documents to be furnished for online bidding

- i) Scanned copies of the following documents to be up-loaded on the web portal <http://www.tenderwizard.com/UCILEPROC> as per **Annexure -1: Bid Submission**.  
**Note: All documents mentioned in Annexure-1: Bid Submission shall be uploaded on E-tender web portal <http://www.tenderwizard.com/UCILEPROC>. E-bid with absence of any document will**

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**invite rejection bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.**

- ii) Download the **technical bid sheet** in .xls format sheet without changing the File Name & File Type and save on the computer. Filled the **technical bid sheet** and upload the Filled File though digitally sign & Upload Option.
  - iii) Download the **PRICE SCHEDULE/ BILL OF QUANTITY** in .xls format sheet without changing the File Name & File Type and save on the computer. Filled the **PRICE SCHEDULE/ BILL OF QUANTITY** and upload the Filled File though digitally sign & Upload Option.
- C. The Bidder shall bear all costs associated with the preparation and submission of its bid and Corporation will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- D. 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 PQ – criteria may be allowed subject to the condition that
- a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
  - b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
  - c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.
- The opportunity of submission of additional documents will be given to all the bidders.
- E. **Exemption from paying tender fees & Earnest Money Deposit:** As per Public Procurement Policy of Government of India, exemption from payment of Tender fees & Earnest Money Deposit is allowed to Micro Small and Medium Enterprises (MSMEs) provided such MSMEs enclose certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority (under MSMED Act 2006). Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSME Bidder/ Tenderer for claiming exemptions, their Bid/ Tender shall not be entertained and shall be treated as rejected.
- F. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of Quality and Technical specifications. The MSE's bidder note that nature of service and goods/items mentioned in MSE's certificate matches with the nature of the services and good/items matches with the nature of the services and goods/items to be supplied as per tender.
- G. UCIL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- H. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- I. The purchase preference to MSME shall be applicable only for procurement of goods produced and services rendered by MSME(s).

**SCOPE OF WORK-SOW AND OTHER TERMS & CONDITION OF CONTRACT- OTCOC**

**Subject: - Engagement / empanelment of agencies to provide vehicles (Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Tata Indigo and Toyota Innova etc.) on hire on daily rental basis for UCIL Jaduguda.**

**A. OBJECTIVE:**

Uranium Corporation of India Limited, a public sector enterprise under Govt. of India requires the services of a Travel Agency/ Private vehicle owner for providing travel related services i.e. for providing hiring vehicles on daily basis.

**B. TERMS & CONDITION:** Online bids are invited under this tender from taxi operators/ Travel agencies, having the experience of providing vehicles to any agencies/ corporates and having its branch office at Distt. East Singhbhum/ Jamshedpur. The detailed terms and conditions are given below:

1. Provide vehicle, (**Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Tata Indigo and Toyota Innova etc.**) (A.C.) on daily basis for local and out station tours on daily hire basis as and when required.
2. The Corporation requires 1-2 vehicles on daily basis. However the demand may vary and may go upto 4-10 vehicles in a day. The vehicles required are **Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Zest/ Indigo and Toyota Innova model etc.** The number of vehicle may increase or decrease at the discretion of the Corporation. The type/make of vehicle to be hired will be at the sole discretion of the Corporation.
3. The firm/agency should be willing to provide vehicle (s) at a short notice i.e. within three (03) hour of requisition. Vehicles shall have to be made available on all days including Sundays & Holidays, if required.
4. Time, Place and odometer reading at the start and end of journey including details of journey shall be recorded in duty slips duly signed by the user.
5. The vehicles will generally be required by UCIL for the travel of Departmental Officers.
6. There is no guarantee of hiring of any specific number of vehicles. The agency shall have to provide as many vehicles as may be required by UCIL at a particular point of time.
7. The vehicle should be registered as commercial vehicles. *It should not be more than TWO (2) years older and should not have run more than 1,00,000 km at time of contract and also during the contract period.* As soon as 1,00,000 km are over, new vehicle with less than 1,00,000 km running shall be provided. The vehicle should be in perfect running condition, should be good looking and should have clean seat covers. Commercial license should be in firm's name/ owner.
8. The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver. Adequate spares such as bulbs, belts, spare tyres etc in good condition shall be kept in the vehicles at all times along with toolkit for use, if necessary. Also, all vehicles should have an emergency medical kit and Fire Extinguisher. In case of any accident or theft etc. all the claims

arising out of it will be met by the Agency and this Corporation shall not be liable in any matter whatsoever.

9. The vehicles should be petrol / diesel driven. The vehicles provided to UCIL by the firm should meet all the requirements of the RTO. The vehicles provided by the service provider should have valid Registration Certificate, Full comprehensive insurance to cover third party and occupants, fitness certificate, PUC (valid Pollution Control Certificate), Road Tax, permit etc and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for the operations of the vehicles, and must be revalidated before the expiry of the due date during the tenure of the contract period.
10. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present and as may be enforced from time to time for which user departments would not be liable/ responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
11. The service provider shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of contractor's vehicle by user.
12. The service provider shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
13. In case of any breakdown of vehicles on duty, it shall be the responsibility of the agency to provide a replacement immediately. If no replacement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.
14. The driver should follow the discipline at UCIL during the duty period. UCIL will not compromise towards punctuality, cleanliness, obedience, promptness; behavior etc. It will be the responsibility of the agency to provide drivers whose police verification has been done.
15. UCIL will devise a sample for 'Duty Slip' to bring in transparency while requisitioning the vehicle, which will be given to the agency for UCIL duties only.
16. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act. etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.

**C. PERIOD OF CONTRACT:**

17. **Period of Contract:** The contract shall be for a period of **one (01) year** as discretion of UCIL subject to successful performance/ review. this agreed contract period may be extended further on the same rates, terms and conditions depending upon the requirement and administrative convenience of UCIL, however UCIL has the right to terminate/ curtail the contract at any time after giving one-month notice without assigning any reason.

**D. INSURANCE & OTHER DUTY & TAXES:**

18. **Taxes & Insurance:** Payment of Taxes and Insurances of the Commercial vehicle is the responsibility of Tenderer. All RTO documents must be with the drivers. Necessary road permit and other documents related to commercial vehicle must be available with the tenderer and the same should be furnished if required. In case the vehicle is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the Tenderer. If the machine is held up by Police/ RTO/ any other agency & not being used for UCIL, **penalty clause** as mentioned in this tender document shall apply. Insurance means insurance for vehicle as well as **drivers.**

19. Income Tax and surcharge over Income Tax as per rules would be deducted from RA bill.

**E. Categories under which vehicles may be required:** The categorizations of vehicles are on basis of type of vehicles and on the basis of requirements of journey.

20. **Types of vehicles:** Competitive rates for following vehicles in following segments are invited. The different categories of vehicles required will be:

- i. **Category-'A': Toyota Innova or similar type.**
- ii. **Category-'B': Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Tata Zest or equivalence**
- iii. **Category-'C': Tata Indigo or equivalence.**

**21. Types of requirements:**

- i. UCIL will pay only the daily hire charges of the vehicles used by the office on daily basis with respect to above mentioned category of vehicles (i.e. Category A, Category B, Category C daily hire charges) and empanel for next trip.
- ii. **Out station journey: for long tour.**, If the vehicle running more than 300 km per day then it will be treated as outstation journey then bidder will charged the rate on per km basis as per quoted outstation journey (Rs. Per km). Night halt charge will be applicable for all vehicle if vehicle running more than 300 km per day. Which is exclusive, meant for the drivers boarding and lodging.
- iii. Rate of outstation journey: would be on per km basis as above with respect to the category of vehicle subject to more than 300 kms per day basis-
- iv. The travel agencies should submit their rate as per the **Price format attached at Annexure-A** for daily vehicle service.
- v. The fuel cost will be reimbursed as per the prevailing market price based on mileage covered during travel period.



- vi. Additional charges for per Night halt would be fixed @Rs.300.0 as per present practice. Night stay or night halt charges for local journey or outstation journey will be paid only if vehicle is kept beyond 12 midnight.
- vii. Parking charges, Toll Tax, and State Passenger Tax (if applicable) wherever incurred shall be reimbursed as per actual on certification by the user/ on submission of documentary proof.

**F. Process/Norms for deciding the Lowest Bidder**

- a. The contract would be awarded to a single firm. The rates quoted by each firm shall be multiplied by the weightage assigned to each category to arrive at the weighted value of quote. A single firm shall be chosen as L-1 on the basis of lowest "Weighted Amount of quote". Accordingly, L-1 bid shall be determined on the basis of the following formula:-

**$A*0.5+B*0.25+C*0.25+(X*300)*0.5+(Y*300)*0.25+(Z*300)*0.25 = \text{Weighted amount quoted by the firm.}$**

**Where,**

**A = Daily Hire Charge with driver (Rs.per day) in category A.**

**B = Daily Hire Charge with driver (Rs.per day) in category B.**

**C = Daily Hire Charge with driver (Rs.per day) in category C.**

**X = Rates for outstation journey (Rs. per km) in category A.**

**Y = Rates for outstation journey (Rs. per km) in category B.**

**Z = Rates for outstation journey (Rs. per km) in category C.**

The above formula for L1 is keeping in view need for particular type of vehicles from time to time, and adding more weightage for the most frequently use category of vehicle.

If any bidder is declared as above on fulfilling conditions above, he will be awarded the entire contract, subject to his fulfilling other eligibility criteria, terms and conditions and formalities etc. and subject to obtaining approval of competent authority of UCIL.

- b. If there are more than one lowest bidders for same "weighted amount of quote", In such a situation, UCIL would be free to select more than one bidders and allotment/distribution of quantum of work would be at the sole discretion of UCIL. This, however, does not mean that UCIL is obliged to select all such bidders, as normally, in such a situation not more than 3 such lowest bidders will be selected and UCIL may even select just two lowest bidders and order of successful selected bidders may be continue based on their performance & quantum of work may be diverted, if performance of selected successful firms may not found as per terms & condition.

**G. PRICE & PAYMENT TERMS:**

- 22. The daily hiring charges Rs. Per day and outstation journey charge Rs. per km should be specified (exclusive of GST), as per the format of Price Format (**Annexure A**). The hiring charges Rs. Per day and outstation journey charge Rs. per km will be inclusive of salary of the drivers/staff, lubricants, spare parts, maintenance, payment of insurance/road/state taxes/permit/certificate etc.
- 23. *Cost of diesel shall be payable on reimbursement basis by calculation of the km run by the vehicle @ approved mileage ## km per liter, as signed in the journey log. For*

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*example if the vehicle has run for say, 120 km then the amount to be paid is (120 km divided by ##) x the ruling price of diesel per liter e.g. Rs. xx.xx/- per liter. Apart from this no other amount whatsoever is payable for fuel cost (**Important- cost of diesel reimbursement will be not applicable for charge of outstation journey. i.e. Rs. Per km shall be inclusive of fuel cost**).*

*UCIL will bear the cost of Diesel calculated as given below, based on actual km running in odometer as per ruling price of diesel per liter. **Vehicles make & brand wise approved mileages (km per liter) for cost of diesel reimbursement are as follow, However outstation journey charge Rs. Per km inclusive of diesel/ fuel cost:***

Type of vehicle	Approved mileage
Innova AC or equivalent	8 km per liter
Swift Dzire AC or equivalent	16 km per liter
Indigo AC or equivalent	14 km per liter

24. **If the vehicle running more than 300 km per day then it will be treated as outstation journey then bidder will charged the rate on per km basis as per quoted outstation journey (Rs. Per km). Night halt charge will be applicable for all vehicle if vehicle running more than 300 km per day.**
25. **Additional** charges for per Night halt would be fixed @Rs.300.0 as per present practice. Night stay or night halt charges for local journey or outstation journey will be paid only if vehicle is kept beyond 12 midnight.
26. **The UCIL shall pay on reimbursement basis to the applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) except GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc.**
27. Toll Tax, Octroi, Parking Charges and other statutory levies, if any, paid during the journey would be billed on actual.
28. You will not be allowed to provide any condition for maximum/ minimum usage of any category of vehicles.
29. Journey details and Bills are to be submitted to OIC UCIL for verification.
30. Bills are to be submitted to him for verification. Payments would be released by RTGS/ e-payment within one month of the receipt of pre-receipted bill in duplicate and duly supported by requisite documents after deducting the tax at source. Only one bill is payable every month.

### **H. PENALTY FOR NON- AVAILABILITY/ ABSENTEEISM:**

31. A penalty of Rs.500/- per day per vehicle may be levied if any vehicle fails to meet the above terms and conditions on any day. Vehicles supplied by the firm will be regularly inspected by nominated Officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice by the users or the inspecting Officer, a penalty of Rs.500/- on each fault will be imposed.

32. If above continues on regular basis UCIL reserves the right to cancel the contract without giving statutory one month's notice.

**I. Condition in case of dispute.**

33. Any dispute with regard to any point in connection with hiring of vehicles will be referred to Department who will discuss the problem mutually and the decision taken will be final and binding.

34. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the UCIL shall be final and binding on both parties.

35. Alternatives vehicles will be provided immediately in case of break-down / accident etc. failing which the taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.

36. Inspection of vehicles / drivers shall be carried out from time to time by UCIL representative.

37. Notwithstanding, anything contained as above UCIL reserves the right to accept or reject any or all bid (s) and cancel the bidding process at any time without assigning any reasons for such act to the bidders.

38. Notwithstanding any other provisions made in the contract, UCIL reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor will not be eligible for any compensation or claim in the event of such cancellation. If at any later date, the work order issued to the Contractor shall be cancelled and UCIL shall be forfeited without any claim whatsoever on UCIL and the contractor is liable for action as appropriate under the extant laws.

**PRICE FORMAT (Annexure-A)**

<b>DAILY HIRE BASIS</b>		
<b>Make of Vehicle- Category</b>	<b>Daily Hire Charge with driver (Rs.per day)</b>	<b>Rates for outstation journey (Rs. per km)</b>
<b>Category –A:</b> Innova or equivalent etc.	Rs.A	Rs.X
<b>Category –B:</b> Swift Dzire or equivalent	Rs.B	Rs.Y
<b>Category –C:</b> Indigo or equivalent	Rs.C	Rs.Z

**Notes for price format:**

1. Quoted rates will be excluding GST. **Specified AC- Vehicles only.**
2. The fuel cost will be reimbursed as per the prevailing market price based on mileage covered during travel period (**Important- This fuel cost reimbursement is not applicable for outstation journey charge, outstation journey charge Rs. Per km shall be inclusive of fuel cost also**).
3. Parking charges, Toll Tax, and State Passenger Tax (if applicable) wherever incurred shall be reimbursed as per actual on certification by the user/ on submission of documentary proof.
4. If the vehicle running more than 300 km per day then it will be treated as outstation journey then bidder will charged the rate on per km basis as per quoted outstation journey (Rs. Per km). Night halt charge will be applicable for all vehicle if vehicle running more than 300 km per day.
5. Additional charges for per Night halt would be fixed @Rs.300.0 as per present practice. Night stay or night halt charges for local journey or outstation journey will be paid only if vehicle is kept beyond 12 midnight.
6. The UCIL shall pay on reimbursement basis to the applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) except GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc.
7. The contract would be awarded to a single firm. The rates quoted by each firm shall be multiplied by the weightage assigned to each category to arrive at the weighted value of quote. A single firm shall be chosen as L-1 on the basis of lowest "Weighted Amount of quote". Accordingly, L-1 bid shall be determined on the basis of the following formula:-

$$\mathbf{A*0.5+B*0.25 +C*0.25 + (X*300)*0.5 +(Y*300)*0.25+ (Z*300)*0.25 = \text{Weighted amount quoted by the firm.}$$

**Where,**

**A = Daily Hire Charge with driver (Rs.per day) in category A.**

**B = Daily Hire Charge with driver (Rs.per day) in category B.**

**C = Daily Hire Charge with driver (Rs.per day) in category C.**

**X = Rates for outstation journey (Rs. per km) in category A.**

**Y = Rates for outstation journey (Rs. per km) in category B.**

**Z = Rates for outstation journey (Rs. per km) in category C.**

8. If there are more than one lowest bidders for same “weighted amount of quote”, In such a situation, UCIL would be free to select more than one bidders and allotment/distribution of quantum of work would be at the sole discretion of UCIL. This, however, does not mean that UCIL is obliged to select all such bidders. As normally, in such a situation not more than 3 such lowest bidders will be selected and UCIL may even select just two lowest bidders.

**SPECIAL CONDITIONS OF CONTRACT- SCOC****1. Prices:**

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

The rates and prices in the Schedule of Prices shall be the full inclusive value of the work described in the several items, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the Tender is based.

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

The rates and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST at the time of submission of invoices.

The Contract Sum is GST exclusive; the actual Contract Sum includes any additional GST payable to the Contractor – this being done at the invoice stage of the transaction.

**2. Earnest Money Deposit (EMD) / Bid Security: -**

Earnest Money Deposit (EMD)/ Bid Security shall be deposited by way of demand draft (DD) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]. E.M.D. shall not bear any interest.

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

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract.

The EMD / Bid Security will be forfeited and is liable to GST at applicable rate, if

- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- (v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- (vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- (vii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The EMD/ Bid Security of the successful Tenderer to whom the contract is awarded will be returned or adjusted into Security Deposit (SD) after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the EMD/ Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

**3. Validity of Tender: -**

The offer should remain valid for a **minimum period of 6 (six) months from the due date of submission of tender**. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

*If required, the Corporation may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing, if a tenderer accepts to extend the period of validity of bid. The tenderer accepting such request shall not modify their bid on their own. A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.*

4. **Deviation:-**

Any deviation from the tender shall be clearly mentioned in the Part-I (Techno-commercial) under the heading 'Deviation'. The Corporation reserves the right to accept or reject any variation, deviation, or alternative offer.

**Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Corporation shall not be taken into account in Tender evaluation.**

5. **Award of Contract:-**

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

6. **Privilege Clause:-**

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action..

7. **SECURITY DEPOSIT (SD):**

**Total amount of Security deposit (SD) shall be limited to 10% of the awarded value of work. Fifty percent (50%) 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.**

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

**(i). For deposit up to Rs. 5,000/-: Demand Draft (DD) payable at SBI, Jaduguda/ Hartopa.**

**(ii). 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 as mentioned in Para 9(a)(iii).**

**(iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by **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 it's required validity.**

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

**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.**

SD should be submitted in the form of demand draft/ BG within 30 days of receipt of letter of acceptance or commencement of works at site whichever is earlier to the Corporation.

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

8. **REFUND OF SECURITY DEPOSIT(SD):**

**Initial Security Deposit shall be refunded as per EIC/ OIC recommendation to the Contractor on due and satisfactory performance of contract and after completion of all compliance by the contractor towards condition & other related clauses as stipulated in tender documents & work order.**

**The remaining portion of the security deposit shall be refunded to contractor on expiry of the Defects liability period for guarantee/warranty/ performance guarantee & other related clauses as stipulated in the purchase/work order or after payment of the final bill payable whichever is later and on receipt of**

**“no dues certificate” from EIC/ OIC, provided if the contractor is not liable to pay any money to UCIL under any other contract.**

**9. FORFEITURE OF SD:**

The SD shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

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

**10. Contract Agreement:-**

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (thirty) days from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.

Within 30 days of issue of LOI, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

**11. Payment Terms:**

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issued tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion (after completion of all obligations under the contract) letter in duplicate by the contractor.

**12. Tax & Duties: -**

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

**13. INCOME TAX & STATUTORY LEVIES:**

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

**14. Insurance:-**

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

**15. Indemnity: -**

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss



of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. **Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.**

**16. Penalty (Liquidated Damage): -**

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part 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). LD is liable to GST at applicable rate.

(b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

(i) **Delay attributable to UCIL / Force majeure:**

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period.

(ii) **Delay attributable to Supplier / Contractor:**

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

(c) **The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.**

**17. Variation in Price:**

Unless the **Clause Price Adjustment** provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment or any account.

**18. Termination for Insolvency:**

The Corporation may at any time terminate the Contract by giving written notice of four weeks to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent.

19. **NOTE:** - In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

## PRE CONTRACT INTEGRITY PACT

### 1.0. General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on ..... day of the month of ..... year ..... between Uranium Corporation of India Ltd (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. .... (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:  
Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not ;provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 2.0. Commitments of BIDDERS

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

- 2.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 2.3.** The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.4.** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.5.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.6.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.7.** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.8.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.9.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.10.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

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

**3.0. Previous Transgression:**

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

**4.0. Earnest Money (Security Deposit)**

- 4.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- (i). Bank Draft or a Pay order in favour of \_\_\_\_\_
  - (ii). A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii). Any other mode or through any other instrument (to be specified by the RFP).
- 4.2. The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 4.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

**5.0. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
- (i). To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii). The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii). To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv). To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v). To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi). To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii). To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
  - (viii). To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix). In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x). Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### **6.0. 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 BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 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/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **7.0. Facilitation of Investigation**

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

**8.0. Law and Place of Jurisdiction**

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

**9.0. 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.

**10.0. Validity**

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

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 \_\_\_\_\_.

BUYER

BIDDER

Signature

Signature

Name of the Officer

Name of the Officer

Designation

Designation

Witness

Witness

1

1

\_\_\_\_\_

\_\_\_\_\_

2

2

\_\_\_\_\_

\_\_\_\_\_

**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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

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

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

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

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Bank

**(Signature with name in Block letters with designation,  
Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)**

**Bank's Common seal**



**GENERAL CONDITIONS OF THE CONTRACT (GCOC)**

This document shall accompany and be a part of the contract entered into between the Uranium Corporation of India Ltd and the contractor for formulation of purchase orders and/or work contracts.

The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

General conditions of purchase orders & works contract shall include the following clauses:

**A) INTERPRETATIONS AND DEFINITIONS****1. Singular and Plural**

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

**2. Heading and Marginal Notes to conditions:**

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

**3. Definitions:**

- a) **'Corporation'** shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832 102 and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The **'Accepting Authority'** shall mean the authority approved by Competent Authority.
- c) The **'Contract'** shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The **'Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The **'Contract Sum'** shall mean:
  - i. In the case of Lump Sum Contracts the sum for which the tender is accepted.

- ii. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
- iii. In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.

- f) A **'Day'** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) **'Engineer-in-charge'** shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) **'Excepted Risks'** are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) **'Market Rate'** shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage to cover all overheads and profit.
- j) **'Schedule(s)'** referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The **'Site'** shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) **'Temporary Works'** shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) **'Urgent Works'** shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.

- n) A `Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The `Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

**B) SCOPE AND PERFORMANCE**

**4. Contract Documents:**

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

- 4.1. None of these documents shall be used by the Contractor for any purpose other than that of this Contract.
- 4.2. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian official Secret Act 1923(XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the Contract.

**5. Works to be carried out:**

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

**6. Inspection of site:**

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks,

contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**7. Sufficiency of Tender:**

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

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

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

- 8.1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.
- 8.3. If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
  - a) The item description should be clear and unambiguous.

- b) In case of item rate tender, only quoted rate shall be considered.
- c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
- d) where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.
- Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).
- (iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.
- (iv). In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.
- b) All compensation or other sums of money payable by the Contractor under the terms of this 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.

**c) Refund of Security Deposit:**

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.

- d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

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

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be

**9. Security Deposit:**

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

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

- (i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.
- (ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 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

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

- 10.1.** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.
- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus
  - b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

- 10.2.** Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows: -
- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
  - ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part

of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.

- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s) for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

**11. Suspension of works:**

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

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

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

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

- 13.1** As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.
- 13.2** If the works be delayed by
- a) Force major, or
  - b) Abnormally bad weather, or
  - c) Serious loss or damage by fire, or
  - d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
  - e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
  - f) Non-availability of stores which are the responsibility of Corporation to supply, or
  - g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
  - h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control. Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.
- 13.3** Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4** In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
- 14.1.** If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.
- 14.2.** The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.
- 14.3.** The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 14.4.** The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5.** Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

**14.6.** A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

**15.0. MATERIALS:**

**15.(a)** The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.

**15.(a).1.** All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.

**15.(a).2.** The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

**15.(a).3.** The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

**15.(a).4.** The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of

any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

**15.(a).5.** All charges on account of Octroi, Terminal or Sales Tax and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

**15.(a).6.** The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.

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

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

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

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

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

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

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

**15.(b).7. Delay in obtaining materials by the Corporation:**  
Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there 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.

**15.(c) GENERAL**

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

**15.(c).1.** Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to 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 or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

**15.(c).2.** Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.

**16.0. LABOUR**

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

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

**16.2.** The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the

Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.

- 16.3.** The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 16.4.** The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.  
The contractor shall ( in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.
- a) Factory Act- 1948
  - b) Workmen Compensation Act-1923,
  - c) Payment of wages Act-1936
  - d) Employees Liability Act,1938
  - e) Industrial Dispute Act,1947
  - f) Minimum Wages Act,1948
  - g) Employees State Insurance Act,1948
  - h) Mines Act, 1952
  - i) EPF & MP Act, 1952
  - j) Maternity Benefit Act,1961
  - k) Payment of Bonus Act-1965 & Rules
  - l) Contract Labour (Regulations & Abolition) Act, 1970
  - m) Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
  - n) All statutory provisions of Atomic Energy Regulatory Board
- 16.4.(a)** The Contractor shall be liable to pay his contribution and the Employees State Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of 'The Employees State Insurance Act, 1948' as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer- in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.
- 16.5.** The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct

the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

- 16.6.** The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.
- 16.7.** In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.

**16.7.1. Model Rules for Labour Welfare:**

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

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

- 17.** The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be



occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:

- (i). That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him
- (ii). That such use or occupation shall not confer any right of tenancy of the land to the Contractor
- (iii). That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- (iv). That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.

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

**18. SETTING OF THE WORKS:**

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

**19. SIDE DRAINAGE:**

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

**20. NUISANCE:**

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which

shall cause unnecessary disturbance, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

**21. MATERIALS OBTAINED FROM EXCAVATION:**

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

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

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

**23. PROTECTION OF TREES:**

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

**24. WATCHING AND LIGHTING:**

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

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

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

**26. INSPECTION AND APPROVAL:**

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

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

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

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

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

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

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

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

**28. REMOVAL OF WORKMEN:**

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

**29. UNCOVERING AND MAKING GOOD:**

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

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

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

**31.1. COMPLETION CERTIFICATE:**

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the

execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

**31.2.** If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then 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 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.
- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as

certified by the Engineer-in-charge under this condition.

**31. COMPENSATION FOR DELAY**

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part 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)
- (b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- (c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.
- (d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.
- (e) All the proposals for waiver of LD shall be vetted by concerned SPC/ WTC.
- (f) The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
- (g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

**32. PENALTY/ BONUS**

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

**33. DEFECTS LIABILITY PERIOD**

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

**34.** From commencement to completion of the works, the Contractor shall take full responsibility for the care

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

- 34.1.** Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned. Same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.
- 34.2.** If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.
- 34.3.** Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4.** The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and

maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

- 34.5.** The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.
- 34.6.** The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7.** The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8.** The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9.** If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to

effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

**35. FACILITIES TO OTHER CONTRACTORS:**

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

**36. NOTICES TO LOCAL BODIES**

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

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

**37. SUB CONTRACTS**

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

**38. INSTRUCTIONS AND NOTICES**

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

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

in the ordinary course of post these would have been delivered to him.

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

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

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

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

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

- a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage, accommodation and water storage tanks.
- b)
  - (i). The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the

Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

- (ii). For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.
- d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

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

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

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the

Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafied methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by

him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or

- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.

The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.

**41.1.** The Accepting authority shall on such cancellation have power to

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

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

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

called upon in writing to pay same within 30 days.

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

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

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

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

**42.1.** In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surface cleaned simultaneously with completion of these items of work in individual rooms, quarters or

premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-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.

**43. URGENT WORKS:**

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

**44. CHANGE IN CONSTITUTION:**

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

**45. TRAINING OF APPRENTICES**

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

**46. VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

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

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

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

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

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

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

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

**47. METHOD OF MEASUREMENTS:**

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

**48. PAYMENT ON ACCOUNT:**



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

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

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

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

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

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

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

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

**51. OVER PAYMENTS AND UNDER PAYMENTS**

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

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

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

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

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

**52. ARBITRATION AND LAW**

**52.1. ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or

these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.

It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

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

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The decision of the Engineer-in-charge regarding the

quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

## **52.2. COST OF ARBITRATION**

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

## **52.3. WORK TO CONTINUE**

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

## **53. LAWS GOVERNING THE CONTRACT:**

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

**URANIUM CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

P.O. Jaduguda Mines, East singhbhum, Jharkhand - 832 107

**TECHNICAL BID DOCUMENT**

Phone : (0657)2318001, 2318002/2318003 Fax : (0657) 2318010

**TERMS & CONDITIONS Part I (Pre- Qualification Part)****NIT No.** UCIL/JAD/TR/42/285/19 dated 13.07.2019.**Subject:** Engagement / empanelment of agencies to provide vehicles (Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Tata Indigo and Toyota Innova etc.) on hire on daily rental rate contract basis for UCIL Jaduguda**Note:** UCIL's copy of SBI challan/ online SBI bank collects towards Tender Fee (if applicable), & EMD/ Bid Security (if applicable) shall also be submitted in Original (in physical form) in the sealed envelope indicating NIT ref. No. within the Tender Due Date & Time through post/ courier/ given in person to the UCIL's address: D.G.M. (I/P & IRs), Uranium Corporation of India Limited, Jaduguda Mines, Singhbhum (East), Jharkhand- 832 102.

Sl. No.	PARTICULARS OF BIDDER	Please fill all this from I to V	Remarks
I	Name of the Bidder/ Firm		
II	Postal address		
III	Name of Contact/ Authorised person		
IV	Contact No. with STD code/ Mobile No.		
V	e-mail ID		
	<b>CHECK LIST:</b> Scanned copies of the following GIVEN BELOW documents to be up-loaded on the web portal <a href="http://www.tenderwizard.com/">http://www.tenderwizard.com/</a> UCILEPROC as per Annexure -1: Bid Submission within the due date and time fixed for uploading the tender as mentioned in the NIT.	Confirmation from Bidder. Please select the option (SUBMITTED), if submitted the required document.	
1	Scan copies of Relevant documentary evidence compliance with Pre-qualification criteria (PQC) for Experience & Past performance. Attach (scan copies): Work Order copy + Completion certificate from client OR Work Order copy + Phase Completion Certificate from the client.		
2	Scan Copy of PAN		
3	Scan Copy of GSTIN registration certificate		
4	Scan Copy of Tenderer's cancelled cheque of bank		
Clause No.	Tenderer Compliance Statement as per Term & Conditions of this tender document (Failure to comply will result in the disqualification of the bidder with respect to this tender).	Please Select the option (YES) for COMPLIANCE	
General	Compliance to Understanding of Tender documents relating to the full scope of work & Bid Document in complete and Disclaim an obligation to review tenders for error prior to the close of tenders.		
General	Compliance to Privilege Clause, reserving the UCIL's right not to accept the lowest or any bids.		
General	Compliance to Pre-qualification Criteria (PQC) as per NIT and Tender Documents		

<b>General</b>	<b>Compliance for Acceptance of all terms and condition as mentioned in tender document (Complete) and NIT including addenda/ Corrigendum etc.</b>		
<b>NIT &amp; ITB</b>	<b>Compliance to Submission of Bid and the prescribed EMD as per NIT and tender documents. UCIL shall have the right to forfeit the EMD, in addition to any other provision of Contract.</b>		
<b>SCOC</b>	<b>Compliance to validity of Bid and Extension of validity of Bid as per NIT and Tender Documents.</b>		
<b>SCOC</b>	<b>Compliance to Submission of Security Deposit in the form, in the amount, and within the time specified in the bidding documents, If offered bid is accepted.</b>		
<b>SCOC</b>	<b>Compliance to Liquidated Damages &amp; penalty Clauses as per Tender Documents</b>		
<b>SCOC &amp; GCOC</b>	<b>Compliance to Termination Clause as per Tender Documents</b>		

<b>URANIUM CORPORATION OF INDIA LIMITED</b>			
<b>(A Government of India Enterprise)</b>			
<b>P.O.: Jaduguda Mines, Dist: East Singhbhum,</b>			
<b>Jharkhand-832102</b>			
<b><u>PART – II (Price Part)</u></b>			
<b>Bill of Quantity (BOQ)</b>			
<b>Name of Work</b>		<b>Engagement / empanelment of agencies to provide vehicles (Swift Dzire/ Hyundai Xcent/ Toyota Etios/ Tata Indigo and Toyota Innova etc.) on hire on daily rental rate contract basis for UCIL Jaduguda</b>	
<b>NIT Ref. No.</b>		UCIL/JAD/TR/42/285/19 dated 13.07.2019.	
<b>S.N.</b>	<b>Name of Bidder</b>		
	<b>Make &amp; Model of Vehicle-Category</b>	<b>Daily Hire Charge with driver (Rs.per day)</b>	<b>Rates for outstation journey (Rs. per km)</b>
1	<b>Category –A:</b> Innova or equivalent etc.		
2	<b>Category –B:</b> Swift Dzire or equivalent etc.		
3	<b>Category –C:</b> Indigo or equivalent etc.		
4	<b>Process/ Norms for deciding the Lowest Bidder</b>	<b>Weighted amount quoted by the firm =</b>	<b>0</b>
A	Quoted rates will be excluding GST. Specified AC- Vehicles only.		
B	The fuel cost will be reimbursed as per the prevailing market price based on mileage covered during travel period (Important- This fuel cost reimbursement is not applicable for outstation journey charge, outstation journey charge Rs. Per km shall be inclusive of fuel cost also).		
C	Parking charges, Toll Tax, and State Passenger Tax (if applicable) wherever incurred shall be reimbursed as per actual on certification by the user/ on submission of documentary proof.		
D	If the vehicle running more than 300 km per day then it will be treated as outstation journey then bidder will charged the rate on per km basis as per quoted outstation journey (Rs. Per km). Night halt charge will be applicable for all vehicle if vehicle running more than 300 km per day.		
E	Additional charges for per Night halt would be fixed @Rs.300.0 as per present practice. Night stay or night halt charges for local journey or outstation journey will be paid only if vehicle is kept beyond 12 midnight		
F	The UCIL shall pay on reimbursement basis to the applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) except GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc		
G	<p>The contract would be awarded to a single firm. The rates quoted by each firm shall be multiplied by the weightage assigned to each category to arrive at the weighted value of quote. A single firm shall be chosen as L-1 on the basis of lowest "Weighted Amount of quote". Accordingly, L-1 bid shall be determined on the basis of the following formula:-</p> $A*0.5+B*0.25 +C*0.25 + (X*300)*0.5 +(Y*300)*0.25+ (Z*300)*0.25 = \text{Weighted amount quoted by the firm.}$ <p>Where,</p> <p>A = Daily Hire Charge with driver (Rs.per day) in category A.  B = Daily Hire Charge with driver (Rs.per day) in category B.  C = Daily Hire Charge with driver (Rs.per day) in category C.  X = Rates for outstation journey (Rs. per km) in category A.  Y = Rates for outstation journey (Rs. per km) in category B.  Z = Rates for outstation journey (Rs. per km) in category C.</p>		
H	If there are more than one lowest bidders for same "weighted amount of quote", In such a situation, UCIL would be free to select more than one bidders and allotment/distribution of quantum of work would be at the sole discretion of UCIL. This, however, does not mean that UCIL is obliged to select all such bidders. As normally, in such a situation not more than 3 such lowest bidders will be selected and UCIL may even select just two lowest bidders.		