



**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

At: Tummalapalle Mine, (Near AMD Camp), PO: Mabbuchintalapalli

Vemula Mandal, District: YSR (Kadapa), Andhra Pradesh, – 516349

Telefax: 08588-282704 /777, E-mail: [tmpltpa@gmail.com](mailto:tmpltpa@gmail.com)

ITEM RATE PUBLIC TENDER

F O R

**Hiring of Commercial Vehicles (Swift Dzire (Diesel) Latest Model**  
**/Manufacturing Year 2019) with driver & reliever for UCIL,**  
**Tummalapalle**

NIT No: UCIL/TMPL/P&A/03/2019, Date: August 24, 2019

[Only Through E-Procurement System [www.tendarwizard.com/UCILEPROC](http://www.tendarwizard.com/UCILEPROC)]

**PART – I**  
**TECHNO-COMMERCIAL PART**

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Telefax: 08588-282704 /777, E-mail: [tmpltpa@gmail.com](mailto:tmpltpa@gmail.com)

### **NOTICE INVITING TENDER**

NIT No: UCIL/TMPL/P&A/03/2019, Date: August 24, 2019

Item rate limited tenders in prescribed format and manner are invited from bonafide, reliable and resourceful contractors fulfilling the prescribed pre-qualification criteria for execution of the following work.

#### **A. Particulars of the Work**

1. Full details, terms & conditions and specifications of works will be available in the NIT document.

|                         |   |
|-------------------------|---|
| Name of the work:       | Hiring of Commercial Vehicles (Swift Dzire (Diesel) colour: White Latest Model /Manufacturing Year 2019) with driver & reliever for UCIL, Tummalapalle. |
| Estimated value of work | <b>Rs 15,64,174.00/-</b> (Rupees Fifteen lakh Sixty four thousand one hundred seventy four Only)  |
| Completion Time         | 02 (Two) Years may be extendable additional One Year with mutual consent.   |

#### **B. Cost of Tender Document, and Earnest Money Deposit (EMD)**

|                                 |   |
|---------------------------------|---|
| EMD to be deposited with tender | <b>Rs 15642/-</b><br>(Rupees Fifteen Thousand Six hundred forty two Only) |
| Cost of tender document         | <b>Rs 500/-</b> (Rupees Five Hundred Only)                                |

#### **C. Important Dates**

|  |                                       |
|--|---------------------------------------|
| Date of commencement of Sale of Tender document  | August 24, 2019                       |
| Date and time of Closing of Sale of Tender       | Up to 12:00 Noon on 23 September 2019 |
| Date of opening of tenders (Technical Part Only) | At 3:30 PM on 23 September 2019       |

#### **D. Publication of Corrigendum**

1. Any corrigendum to the above tender shall be published in company website and E-Procurement website only. Bidders are advised to visit website regularly to keep themselves updated of any change /modification in the tender.

### **E. Procedure for Bidding**

1. The bids are to be submitted through e-procurement system through UCIL e-procurement website <http://www.tenderwizard.com/UCILEPROC> in two-parts, viz. **Part-I:** Technical & Commercial Proposal and **Part-II:** Price proposal.
2. **Bids not submitted through e-procurement system will be rejected.**
3. For participating in the online Tenders, aspiring Bidders /Contractors who have not registered in e-procurement website should register through the website e-procurement website ([www.tenderwizard.com/UCILEPROC](http://www.tenderwizard.com/UCILEPROC)).
4. Class- III Digital Signature Certificate (DSC) is mandatory to participate in e-procurement.
5. Participating bidders /contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
6. For details, registration and Tender Submission, please visit e-procurement website [www.tenderwizard.com/UCILEPROC](http://www.tenderwizard.com/UCILEPROC) or contact e-procurement Helpdesk at 080-49352000 / Mr. G. Shareef at 09441071882.

### **F. Purchase & Submission of Tender Document**

1. The tender document can be downloaded from UCIL e-procurement website i.e. <http://www.tenderwizard.com/UCIL-EPROC>.
2. The cost of tender document and the Earnest Money Deposit can be paid through any of the following means.

| Sl. No. | Instrument     | Remarks   |
|---------|----------------|---|
| (i)     | 'SBI Challan'  | The Challan can be downloaded from the home page of <a href="http://uraniumcorp.in/">http://uraniumcorp.in/</a>   |
| (ii)    | 'SBI Collect'  | This can be paid following the link provided in the home page of <a href="http://uraniumcorp.in/">http://uraniumcorp.in/</a>  |
| (iii)   | 'Demand Draft' | The demand draft should be of any Indian Schedule Commercial Bank drawn in favour of "Uranium Corporation of India Limited" and payable at SBI, Pulivendula Branch (Code 0989). |

3. For the submission of the bid, the following documents are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCIL-EPROC> on or before the due date and time fixed for receiving the bids.

| Sl. No. | Description of Documents to be Uploaded   | Type of Document                       |
|---------|---|--|
| (i)     | <b>Scanned copy of the 'Instrument for the payment of Cost of the Tender Document'.</b>   | <b>Proof of Payment</b>                |
| (ii)    | <b>Scanned copy of the 'Instrument for the payment of EMD',</b><br>OR<br><b>Scanned copy of the 'certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs</b> |  |
| (iii)   | <b>Scan copy of the 'originally downloaded tender document duly signed in with seal by the authorized signatory in all the pages'.</b>  | <b>Part – I:<br/>Techno-Commercial</b> |

|      |   |                                     |
|------|---|-------------------------------------|
| (iv) | <b>Scan copy of the</b> supporting documents establishing the fulfillment of the Pre-Qualification Criteria (PQC) duly signed in with seal by the authorized signatory in all the pages. [ <i>For details refer to Annexure – 1 of the Special Conditions of Tender</i> ] | <b>Proposal</b>                     |
| (v)  | <b>Scanned copy of other credentials</b> as per the tender document and instructions contained in the web page duly signed in with seal by the authorized signatory in all the pages.<br>[ <i>For details refer to Annexure – 1 of the Special Conditions of Tender</i> ] |                                     |
| (vi) | Filled in Price Format ( <b>downloaded from the web page in .xls format sheet without changing the File Name &amp; File Type</b> ) as per the instructions contained in the web page.   | <b>Part – I:<br/>Price Proposal</b> |

4. The bidders must quote for all the items of work without which their bids will be rejected.
5. Tenders received without Cost of Tender documents and Earnest Money Deposit shall be rejected.
6. The originals /hard copies shall be submitted through Courier /Speed Post in sealed envelope addressed to **Manager (E/P/A), Admin. Department, UCIL, Tummalapalle Mine, PO: Mabbuchintalapalle, Vemula Mandal, Dist: YSR (Kadapa), AP – 516349** super-scribed with (i) ‘NIT No.’, (ii) ‘Name of the Work’, and (iii) ‘Closing date for submission of bids’ so as to reach him on or before the due date and time fixed for the opening of the bids failing which the bid of the concerned party shall be rejected.

| Sl. No. | Description of the Original Document to be Submitted   |
|---------|--|
| (i)     | Original ‘ <b>Demand Draft (s)</b> ’ /Original UCIL Copy of the ‘ <b>SBI Challan</b> ’ /Receipt copy of ‘ <b>SBI Collect</b> ’, as applicable, towards the ‘ <b>Cost of the Tender Document</b> ’                          |
| (ii)    | Original ‘ <b>Demand Draft (s)</b> ’ /Original UCIL Copy of the ‘ <b>SBI Challan</b> ’ /‘Receipt copy of ‘ <b>SBI Collect</b> ’, as applicable, towards the ‘ <b>Earnest Money Deposit (EMD)</b> ’, if it is not exempted. |
| (iii)   | ‘ <b>Questionnaire-cum-Undertaking to be Filled Up by the Tenderer</b> ’ as per <b>Annexure- 1</b> of the Special Conditions of Tender.  |

7. In case organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site. <http://www.tenderwizard.com/UCILEPROC> for exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) **provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs.** Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE Bidder /Tenderer their Bid /Tender shall not be entertained and shall be treated as rejected.

#### **G. Re-Upload /Withdrawal of Bids**

1. 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).
2. 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 re-uploaded.**

## H. Opening of Bids

1. Tenders (only the Technical Proposal) will be opened on due date and time as notified by the Corporation's authorized representative (s) in the presence of Tenderers who may like to be present.
2. Tenders not fulfilling the specified technical specifications will be rejected.
3. The Price Parts of only the qualified Tenderers, who qualify on technical proposal, shall be opened subsequently and the date of opening shall be intimated to only the qualified bidders.
4. The Corporation reserves the right to accept or reject any or all tenders either in full or in part, or split up the work, or regroup the packages among more than one bidder, if necessary, without assigning any reasons whatsoever. Purchase preference shall be applicable as per Govt. of India directives.

## I. Pre-Qualification Criteria (PQC)

1. The Qualifying Criteria for this tender are as follows. The bids of tenderers which do not fulfill the both Qualifying Criteria shall be summarily rejected.

| SL No | Type of Criteria    | Description of Criteria   |
|-------|---------------------|---|
| PQC-1 | Financial Standing: | <ol style="list-style-type: none"><li>1. The bidder must be an income-tax assessee and must have filed the income-tax return during the financial year 2018-19 ending on 31<sup>st</sup> March, 2019 for an annual income of at least <b>Rs 4,69,252/-</b>.<br/>OR</li><li>2. The bidder should have an annual turnover of at least <b>Rs 4,69,252/-</b> during the financial year 2018-19 ending on 31<sup>st</sup> March, 2019.<br/>OR</li><li>3. The bidder should paid GST for “a turnover amounting a total of not less than <b>Rs 4,69,252/- including GST</b>” for the period 01.01.2019 – 30.06.2019.</li></ol> |
| PQC-2 | Work Experience     | <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <ol style="list-style-type: none"><li>a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.<br/>or</li><li>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.<br/>or</li><li>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</li></ol>                       |

For URANIUM LCORPORATION OF INDIA LIMITED

# SPECIAL CONDITIONS OF TENDER

## **1. SCOPE OF WORK**

The scope of work involves deployment of the following type of vehicle with driver & reliever for Tummalapalle of UCIL located in the YSR (Kadapa) district of Andhra Pradesh conforming to the terms and conditions specified in the tender document.

| Sl No | Parameter                                  | Description   |
|-------|--|---|
| 1.    | Type of Vehicle                            | Swift Dzire (Diesel) colour: White Latest Model /Manufacturing Year 2019  |
| 1.1.  | No. of Vehicles to be Deployed             | 1 (One)   |
| 1.2.  | Type of Registration                       | Commercial  |
| 1.3.  | Road Permit                                | Commercial (Andhra Pradesh, Karnataka, Telengana)   |
| 1.4.  | Air Conditioning Requirement               | AC  |
| 1.5.  | Make & Model of Vehicle                    | Make : Latest 2019, Model: Swift Dzire AMT ZDI or Latest Model  |
| 1.6.  | Acceptable Year of Manufacture             | 2019.   |
| 1.7.  | Condition of the Vehicle                   | <p><b><u>Case – I: Deployment of a Used Vehicle</u></b></p> <p>(i) The vehicle should be in excellent condition complete with good seats, glasses, tyres &amp; stepney etc.</p> <p>(ii) In case of deployment of a used vehicle, UCIL has the right to inspect the vehicle in details before any further processing and if the quality is not good the tender would be rejected without assigning any reason whatsoever.</p> <p>(iii) UCIL is the sole authority to decide on the quality of the vehicle.</p> <p><b><u>Case – II: Deployment of a New Vehicle</u></b></p> <p>(i) The bidder may deploy a new vehicle within 30 days of award of the contract and offer the same.</p> <p>(ii) Till the time the new vehicle has not been deployed, the contractor may temporarily deploy a used vehicle of good quality for a maximum period of 30 days.</p> <p>(i) Such temporary vehicle has to be deployed within two weeks of placement of L.O.I/ work order along with documentary proof of ownership/ registration of the vehicle.</p> <p>(iii) However, the monthly payment of the temporary vehicle shall be released after deployment of the new vehicle.</p> |
| 1.8.  | Seat Covers of the vehicle<br>(Compulsory) | <p>(i) Vehicle's all seat covers should be covered with white towel cloth.</p> <p>(ii) There should be three sets of covers.</p> <p>(iii) Every day clean and washed cover should be used.</p>  |



The particulars of the duration of deployment of the vehicle, provision of drivers, fuel, maintenance of vehicle and other such particulars shall as under.

| SI No                  | Parameter                     | Description   |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
|------------------------|-------------------------------|---|-----------------------|---------------|---------|-----------------|----|--|--------------------|----|--|------------------------|----|---|
| 1.                     | Duration of Contract          | <p>(i) The contract would be for a period of 02 (Two) years from the date of deployment of the vehicle with driver &amp; reliever</p> <p>(ii) The period of contract may be extended further, if necessary, for 01 (one) year on same rate/ T&amp;Cs after acceptance of Contractor.</p> <p>(iii) However, even within the initial two years contract period, if the performance of the contractor is found to be poor, for example: Many break downs /stoppage of Vehicle for any reasons whatsoever attributable to the contractor.</p> <p>(iv) UCIL has the sole right to cancel the contract after giving prior notice of one month to the contractor without assigning any reason.</p>   |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 2.                     | Date of Deployment of Vehicle | <p>(ii) The bidder should place the vehicle to the corporation within fifteen days of placement of L.O.I /work order along with documentary proof of ownership /registration of the vehicle.</p> <p>(iii) In case of failure to fulfill the above two conditions, the Security deposit /E.M.D will be forfeited and the order will be cancelled. The bidder will also be liable to pay applicable GST on forfeiting of EMD /SD.</p>   |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 3.                     | Days of Deployment in a Month | (i) The vehicle shall have to be deployed on all the days of the month including Sundays & Holidays.  |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 4.                     | Working Hours per Day         | <p>(i) The duty of the vehicle shall be as follows.</p> <table border="1" data-bbox="603 1256 1369 1644"> <thead> <tr> <th>Working Hours per Day</th> <th>No. of Months</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>8 (Eight) Hours</td> <td>24</td> <td>Excluding lunch /dinner time and rest time</td> </tr> <tr> <td>16 (Sixteen) Hours</td> <td>24</td> <td>Excluding lunch /dinner time and rest time</td> </tr> <tr> <td>24 (Twenty-Four) Hours</td> <td>24</td> <td>-</td> </tr> </tbody> </table> <p>(ii) The duty of the vehicle may be changed by UCIL as per its requirements.</p> <p>(iii) The starting point [Kilometer Opening] and ending point [Kilometer Closing] of the vehicle will be B-Type Hostel Building of UCIL, Tummalapalle.</p> <p>(iv) The Driver shall record the opening kilometer and the closing kilometer daily in the vehicle log book and get the signature of authorized person using the vehicle.</p> | Working Hours per Day | No. of Months | Remarks | 8 (Eight) Hours | 24 | Excluding lunch /dinner time and rest time | 16 (Sixteen) Hours | 24 | Excluding lunch /dinner time and rest time | 24 (Twenty-Four) Hours | 24 | - |
| Working Hours per Day  | No. of Months                 | Remarks   |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 8 (Eight) Hours        | 24                            | Excluding lunch /dinner time and rest time  |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 16 (Sixteen) Hours     | 24                            | Excluding lunch /dinner time and rest time  |                       |               |         |                 |    |  |                    |    |  |                        |    |   |
| 24 (Twenty-Four) Hours | 24                            | -   |                       |               |         |                 |    |  |                    |    |  |                        |    |   |

|     |   |   |
|-----|---|---|
| 5.  | Running Limit of the Vehicle                              | (i) There will be no restriction on running in kilometers by the vehicle.   |
| 6.  | Description of the work to be carried out by the vehicle. | (i) The vehicle will be used for business /official movements, mainly for exclusive use of Senior Executives for official work of the corporation as per the instructions of the engineer-in-charge. Sometimes materials may also be carried by it.<br>(ii) The vehicle cannot be engaged /deployed by the bidder for any other work and any area during the contract period.   |
| 7.  | Ownership of the Vehicle                                  | (i) The vehicle offered should be the Tenderer own vehicle.<br>(ii) The Tenderer cannot quote a hired or leased vehicle against this tender.  |
| 8.  | Contact Details of the Vehicle Owner                      | (i) Tenderers with valid address and telephone number(s) where they can be contacted for all 24 hours shall only be considered. Tenderers without valid address and telephone numbers shall be rejected.  |
| 9.  | <b>Comprehensive Insurance of the Vehicle</b>             | (i) The vehicles will have Comprehensive Insurance coverage for the entire duration of the contract.<br>(ii) Expenses towards Comprehensive Insurance of the vehicle shall be <b>borne by the bidder.</b>   |
| 10. | <b>Payment of Taxes etc of the Commercial vehicle</b>     | (i) Payment of Taxes of the Commercial vehicle is the responsibility of Tenderer and it will be <b>borne by the bidder.</b><br>(ii) The payment of road tax for the State of Andhra Pradesh shall have to be made for the entire duration of the contract.  |
| 11. | <b>Upkeep of the Vehicle</b>                              | (i) The vehicle should be maintained in excellent /trouble free working condition at any time and completed with accessories installed with good quality seat /upholstery, glasses, tyres & stepney etc. The entire expenses on this account shall be <b>borne by the bidder.</b><br>(ii) The engine, gearbox, brakes, steering, tyres and other mechanical components of the vehicle should be in excellent condition. Retreaded tyres cannot be used on any wheel or stepney. The entire expenses on this account shall be <b>borne by the bidder.</b><br>(iii) The total maintenance of the vehicle shall be in the scope of the tenderer and the cost will be <b>borne by the bidder only.</b><br>(iv) To maintain the vehicle in healthy operating condition the engine oil, lubricants etc. of the vehicle have to be filled up by the tenderer from time to time and the cost will be <b>borne by the bidder only.</b> |

|     |   |   |
|-----|---|---|
| 12. | <b><u>Penalty for Non-Availability of the Vehicle</u></b> | <p>(i) In case of non-availability of the vehicle due to any of the reasons stated below, the contractor has to arrange alternate vehicle with driver, failing which, the hire charges <b><u>would be deducted at double the daily hire charges</u></b> from the monthly R. A. Bills (Running Account Bills).</p> <p>(ii) In case of non availability of the vehicle due to reasons listed below, a penalty @ double rate inclusive of variable cost for non availability period shall be imposed if suitable substitute is not provided in time. The above penalty will be liable to GST at applicable rate.</p> <p>a. Due to lapse of any statutory document, viz. license, comprehensive insurance certificate, road tax token, pollution under control certificate.</p> <p>b. Vehicle held up by Police /RTO personnel for any offence against non-compliance of law.</p> <p>c. Breakdowns,</p> <p>d. Scheduled maintenance</p> <p>e. Absence of driver</p> <p>f. Any other reason attributable to the contractor</p> |
| 13. | Responsibility of Vehicle being Held Up by Police         | (i) In case the vehicle is held up by the Police /RTO personnel for an offence against noncompliance of law, all the legal and financial responsibility for compliance shall lie with the Tenderer.   |
| 14. | <b>Release of vehicle for Maintenance</b>                 | <p>(i) The Tenderer is allowed to take the vehicle for repair /maintenance on one day in a month, i.e. any one Sunday subject to the convenience of the user.</p> <p>(ii) For repairing purposes the vehicle is allowed only a maximum to &amp; fro travelling distance of 75 kms running per month.</p> <p>(iii) As the monthly hire charges are inclusive of working days, Sundays and Holidays, the tenderer will be allowed to take the vehicle for maintenance <b>by providing a substitute for the same vehicle</b> subject to convenience and prior permission from the engineer-in-charge.</p>  |
| 15. | <b>Cost of Maintenance</b>                                | All the expenses for the maintenance of the vehicle will <b>be borne by the Tenderer</b> only at his own cost and risk.   |
| 16. | <b><i>Retention of Vehicles beyond Duty Hours</i></b>     | (i) If the vehicle is used for more than 08 hours, then <b><i>Rs 50/- per hour shall be paid for every additional hour</i></b> used as certified in the vehicle logbook. Apart from this, no other amount whatsoever shall be payable.  |

|              |   |   |              |            |         |             |                   |                   |
|--------------|---|---|--------------|------------|---------|-------------|-------------------|-------------------|
| 17.          | <b><i>Toll Taxes, Night Halt, Out Station Charges</i></b> | <p>(i) If the vehicle goes out of Tummalapalle beyond 100 km and is required to stay overnight, the <b><i>night halt charges payable to the driver would be Rs.300/- per night</i></b> and no other extra amount is payable. <b><i>This amount shall be reimbursed by UCIL.</i></b></p> <p>(ii) The vehicle may be sent out to destinations anywhere <b>within the state of Andhra Pradesh/Telangana/Karnataka</b> depending on necessity.</p> <p>(iii) The vehicle may be sent out to destinations anywhere <b>outside the state of Andhra Pradesh</b> depending on necessity.</p> <p>(iv) <b><i>Toll taxes paid for the vehicle during the course of carrying out of the official works shall be reimbursed by UCIL on submission of documentary proof.</i></b></p> <p>(v) <b><i>Additional statutory expences required to be made for deputing the vehicle outside the state of Andhra Pradesh shall be reimbursed by UCIL subject to production of documentary proof.</i></b></p>   |              |            |         |             |                   |                   |
| 18.          | <b><i>Reimbursement of the Cost of Diesel</i></b>         | <p>(i) <b><i>Cost of diesel shall be payable by UCIL on reimbursement basis</i></b> by calculation of the km run by the vehicle, as signed in the log book.</p> <p><b>Example:</b></p> <p><i>For example if the vehicle has run for say, 120 km then the amount to be paid is (120 km divided by 10 for Non-AC Swift dzire o) x the ruling price of diesel per liter e.g. Rs. xx.xx/- per liter.</i></p> <p>(ii) The diesel cost will be reimbursed at the existing diesel price at Pulivendula on last day of the month, based on the monthly running kilometer of the vehicle.</p> <p>(iii) Apart from this no other amount whatsoever is payable for fuel cost.</p> <p>(iv) The ruling price of diesel per liter as on the last working day of calendar month will be taken in to consideration for the payment of the fuel cost.</p> <p>(v) UCIL will bear the cost of Diesel calculated as given below, based on actual running km in odometer.</p> <table border="1" data-bbox="715 1487 1369 1585"> <tr> <td>Vehicle Type</td> <td>Without AC</td> <td>With AC</td> </tr> <tr> <td>Swift Dzire</td> <td>@ 18 km per liter</td> <td>@ 15 km per liter</td> </tr> </table> | Vehicle Type | Without AC | With AC | Swift Dzire | @ 18 km per liter | @ 15 km per liter |
| Vehicle Type | Without AC  | With AC   |              |            |         |             |                   |                   |
| Swift Dzire  | @ 18 km per liter   | @ 15 km per liter   |              |            |         |             |                   |                   |
| 19.          | Running of the Vehicles with Air Conditioning             | <p>(i) The air-conditioning system of the vehicle shall be operated as per the requirement of UCIL.</p> <p>(ii) The instruction for operating the Air-Conditioning System of the vehicle for specific travelling purpose shall be given by the Engineer-in-Charge.</p>  |              |            |         |             |                   |                   |

|     |   |   |
|-----|---|---|
| 20. | <b>Quantity of Diesel in the Tank at Any time</b> | <ul style="list-style-type: none"> <li>(i) The fuel tank of the vehicle should always carry at least half tank (i.e. 50%) of the maximum capacity of the tank.</li> <li>(ii) As soon as the fuel level approaches the half tank capacity, it should be refilled again up to near full capacity of the tank to ensure that the vehicle should not stop for want of fuel.</li> <li>(iii) The vehicle shall be allowed to go out for filling of diesel.</li> <li>(iv) For the purpose of filling diesel in tank max. ½ an hr will be allowed and odometer /hour meter reading will be recorded in both cases e.g. when released and reporting back.</li> <li>(v) <b>The use of vehicle for filling the diesel will be in the account of contractor.</b></li> </ul> |
| 21. | <b>Engine oil &amp; Lubricants</b>                | The Engine oil, lubricants as required are <b>to be filled up by the tenderer</b> only at his own cost and risk, and no extra charges would be paid by UCIL.  |
| 22. | Maintenance of Log Book & Submission of           | <ul style="list-style-type: none"> <li>(i) Log book entry should be done immediately, late entry is not permissible.</li> <li>(ii) Log book can be verified any time.</li> <li>(iii) Log Books would be issued by the Engineer-in-Charge and the bills are to be submitted to him for verification.</li> <li>(iv) Vehicle log books shall be arranged &amp; maintained by the tenderer from the engineer-in-charge.</li> </ul>  |
| 23. | Parking of the Vehicle                            | <ul style="list-style-type: none"> <li>(i) The vehicle should be parked near Guest house at colony place during night or after duty hours at the risk and cost of Tenderer.</li> <li>(ii) During the contract period the vehicle cannot be taken by the tenderer after duty hours for other works or for own use.</li> </ul>  |
| 24. | Provision of Driver                               | (i) Adequate number of drivers must be deployed by the Bidder to ensure availability of the vehicle.  |
| 25. | Driving License & Experience of the Driver        | (i) The driver of the vehicle should have suitable, valid license, which is at least two years old.   |
| 26. | Dress Code of the Driver                          | <ul style="list-style-type: none"> <li>(i) The driver should be well dressed and abide by all instructions of engineer-in-charge. <ul style="list-style-type: none"> <li>a. White uniform</li> <li>b. Black shoe</li> </ul> </li> </ul>   |
| 27. | Manners of the Driver                             | (i) The driver of the deployed vehicles must be well mannered otherwise he will have to be suitably substituted failing which the contract of the vehicle shall be terminated with one-month prior notice.  |
| 28. | Alternate Driver                                  | (i) Bidder /Contractor shall provide suitable alternate driver in case of illness /absenteeism, leave etc. of the existing driver with the prior permission of the engineer-in-charge.  |

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| 29. | <b>Payment of Wages and Other Benefits to the Driver</b> | <ul style="list-style-type: none"> <li>(i) Prevailing statutory minimum wages BASIC + VDA + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver of hired vehicle and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities.</li> <li>(ii) Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at UCIL duty.</li> <li>(iii) <b>Reimbursement of actual disbursement of wages and other statutory Compliances contributions will be done by UCIL</b> to the contractor in subsequent month on submission acquaintance against disbursement of wages in deployed driver's bank account duly signed by driver along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.</li> <li>(iv) <b>In case of change in statutory wages and rates</b> of other statutory Compliances contributions then it will be <b>reimbursed to the contractor on actual</b> disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.</li> <li>(v) Base date of min. wages shall be considered as on the last date of submission of price bid.</li> </ul> |
| 30. | Mode of payment of wages to the Drivers                  | <ul style="list-style-type: none"> <li>(i) The prevailing statutory minimum wages is to be disbursed to the drivers of hired vehicles by the contractor on monthly basis through Account Payee cheques or e-payment modes (RTGS).</li> <li>(ii) Wages shall be disbursed based on actual attendance for UCIL duty as the driver of the vehicle.</li> <li>(iii) Reimbursement of the actual disbursement of wages will be done by UCIL to the contractor in subsequent month on submission of actual attendance against disbursement of wages duly signed by drivers along with the copy of cheque /e-payment details.</li> <li>(iv) In case of increase in statutory minimum wages, the revised wages shall be reimbursed to the contractor based on the actual disbursement of wages to the beneficiary and submission of the proof of payment to UCIL.</li> <li>(v) The base date for minimum wages shall be considered as the prevailing wage on the last date for the submission of the price bid.</li> </ul>   |
| 31. | <b>Payment of Overtime of Drivers</b>                    | <ul style="list-style-type: none"> <li>(i) For any extra duties alternate standby persons shall have to be provided by the bidder.</li> <li>(ii) In case the bidder fails to engage the extra driver and continues to engage the existing driver on overtime, the <b>extra payment to the driver on account of overtime</b> shall not be reimbursed by UCIL and it has to be <b>borne by the bidder</b>.</li> </ul>   |

|     |  |   |
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| 32. | <b>Registration for Provident Fund (PF)</b>                            | (i) In case the bidder does not have Provident Fund registration, then in the event of award of work, it will have to get itself registered for within thirty days of award of work.  |
| 33. | Provision of Accommodation & Food for Driver                           | (i) No accommodation and food will be provided to the driver by UCIL.<br>(ii) Accommodations and food for the drivers shall be contractor's responsibility only.  |
| 34. | Duty Timing of Drivers   | (i) The period of work of a drivers for a single shift shall be so arranged that along with the intervals for rest, they shall not in any day spread over more than twelve hours, and that they will not work for more than five hours continuously before he has had an interval for rest of at least half an hour.  |
| 35. | Identity-card /Gate pass   | (i) Identity-card /Gate pass would be issued to drivers of the machine to enter into any UCIL premises, if required.  |
| 36. | <b>Payment of GST</b>  | (i) In case the bidder does not have GST registration, then in the event of award of work, it will have to get itself registered for GST within thirty days of award of work.<br>(ii) The <b>UCIL shall pay on reimbursement basis</b> to the applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) subject to production of documentary evidence except GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD /retention money /EMD etc.  |
| 37. | Deduction of Income Tax, Surcharges, Education Cess & Statutory Levies | (i) Income Tax, Surcharges over Income Tax, Education Cess and other statutory levies as applicable from time to time will be deducted from the R.A. bills of the Contractor excluding the cost of diesel.  |
| 38. | Availability of Documents related to Commercial Vehicle                | (i) All the documents related to commercial vehicle must be available with the driver at all the time. [RC Book, Driver's License etc.]<br>(ii) Necessary Road permit /valid fitness certificate for commercial vehicle must be obtained before putting vehicle on duty and it should remain valid for the entire duration of the contract.<br>(iii) Necessary road permit and other documents related to commercial vehicle must be available with the tenderer and the same should be furnished if required.  |
| 39. | Compliance of Statute  | (i) The bidder shall comply with the applicable provisions of various Acts /Rules/ Regulations /Circulars /Government Orders /Court Orders /Guidelines which are currently in force or may come into force during the period of execution of this contract.<br>(ii) The bidders will also have to follow the specific provisions of regulatory bodies as may be applicable to the operation of vehicles within the premises of the mines and mill, viz. special traffic rules, special provisions for routine testing of brakes.<br>(iii) The bidders will also have to follow the specific directives of |

|     |  |  |
|-----|--|--|
|     |  | security agencies as may be applicable to the operation of vehicles within the premises of the mines and mill.   |
| 40. | <b>Items Covered Under the Head 'Rental'</b> | <p>(i) The monthly hire charges are inclusive of Sundays and Holidays in a month for 08 hours duration.</p> <p>(ii) The tenderer shall be allowed to take the vehicle for repair /maintenance on 01 (one) day, i.e. any one Sunday in a month by providing a same type of vehicle as substitute subject to the convenience and prior permission of the Engineer-in-Charge.</p> <p>(iii) The monthly rental of the vehicle to be quoted by the tenderer shall be inclusive of</p> <ol style="list-style-type: none"> <li>a. Hire charges for the vehicle,</li> <li>b. Commercial tax liability,</li> <li>c. Comprehensive insurance,</li> <li>d. Road tax expenses,</li> <li>e. Road Permit expenses,</li> <li>f. Other statutory levies &amp; charges,</li> <li>g. Maintenance expenses including the cost of spares /consumables, engine oil and lubricants etc</li> <li>h. Providing and maintaining first aid kits in the vehicle</li> <li>i. Expenses towards following <ul style="list-style-type: none"> <li>• Initial /Periodic Medical Examination</li> <li>• Vocational Training</li> <li>• Providing uniforms, shoes and socks to drivers</li> <li>• Police verification charges,</li> <li>• Labour license charges, if applicable</li> <li>• Any other charges attributable to the bidder.</li> <li>• While towel seat cover three sets <ul style="list-style-type: none"> <li>○ Washing charges of seat cover</li> </ul> </li> </ul> </li> <li>j. Cost of safety aid for employed operators, other statutory facility etc.</li> <li>k. Other incidental charges, if any</li> <li>l. Contractor's overhead charges</li> <li>m. Profit of the Contractor.</li> </ol> <p>(iv) Expenditures under the above sub-heads shall be <b>borne by the bidder</b> at its own cost and risk and UCIL shall not be held responsible for payment of any of these items.</p> |
| 41. | Mode of Payments                             | <p>(i) Only one bill is payable every month for the vehicle.</p> <p>(ii) Payments would be released by Cheque or RTGS/ e-payment. Hence you should submit your bank details along with a photocopy of your passbook.</p>   |
| 42. | Validity of Offer                            | (i) The offer should remain valid for a minimum period of 6 (six)  |



|     |                                 |   |
|-----|---------------------------------|---|
|     |                                 | <p>months from the due date of submission of tender.</p> <p>(ii) The Tenderers shall not be allowed to increase, amend or withdraw his tender during this period and if he does so the earnest money deposit and security deposit may be forfeited.</p> <p>(iii) If required, the Corporation may request the Tenderer to extend the bid validity period. The request for extension and responses thereto shall both be made in writing by the purchaser and the tenderer, respectively.</p> <p>(iv) A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.</p> <p>(v) The tenderer accepting such request shall not modify their bid on their own.</p> |
| 43. | Termination of Contract         | (i) UCIL has the right to terminate the contract after giving one-month notice without assigning any reason.  |
| 44. | Fixed charges beyond duty hours | The hired vehicle will be retained whenever required beyond 08 hours and an amount of Rs.50/- per hour shall be paid for every completion of additional hour of use duly certified by Engineer-In-charge of vehicle. No extra amount whatsoever would be paid.  |

# **1. WORK SPECIFICATIONS**

## **2.1 Location of Tummalapalle**

Tummalapalle Mine is located at a distance of about 12 km North-West of Pulivendla town, and is well connected to the state capital Vijayawada (430 km), Bangalore (215 km), Hyderabad (415 km) and Chennai (km), Tirupathi (190 km) by road. The nearby railway stations are Kadiri (38 km), Muddanuru (47 km), Yerraguntla Jn (64 km), Kadapa (70 km), Dharmabharam Jn (90 km). The two nearest airports are Kadapa (70 km) and Bangalore (190 km). The nearest Post Office is at Mabbuchintalapalle under Vemula Sub Post Office.

The region is characterized by low rainfall. Annual rainfall record at IMD observatory at Kadapa is 783.3 mm. The site lies in the tropical region where climate is characterized by very hot summers and mild winters. Summer is typically from March to June with temperature ranging from a maximum 46<sup>0</sup> C during day time to a minimum of 15<sup>0</sup> C at night. During December-February, maximum day time temperature reaches as high as 41<sup>0</sup> C with minimum at 11<sup>0</sup> C.

## **2.2 Scope of the Tenderer**

### **2.2.1 Supplies by the Tenderer**

2.2.1.1 Unless specified in the ‘**List of Free Supply from UCIL**’, it will be the responsibility of the Tenderer to bring all materials, plant, equipment, accessories, tools, special tools if any, tackles, spares, consumables, for the smooth erection and commissioning of the system.

2.2.1.2 All the supplied items of the tenderer as per the price format must meet the technical specifications mentioned in the tender document.

2.2.1.3 The tenderer shall provide Product Brochures & Technical Specifications, Service Manuals, and List of consumables for the items to be supplied by it.

### **2.2.2 Safety related Conditions**

2.2.2.1 The Tenderer shall comply with the provisions of Mines Act /Regulations /Rules applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the UCIL or statutory authorities to ensure the safety of the employees/equipments deployed by him, at his own cost. The Tenderer will prepare Safe Operating Procedure (SOP) for all activities involved within the scope of this contract and provide a copy of the SOP to the concerned workmen after getting it approved from the Mine Manager (TMPL).

2.2.2.2 The Tenderer shall at all times, take all reasonable precaution for the safety of employees, including these of sub-Contractors in the performance of his contract

and shall comply with all applicable provisions of both Central as well as the State Safety Laws.

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

2.2.2.4 The tenderer must ensure that while working inside the premises of other organizations during the course of executions of this work, all the safety and security provisions as may be applicable thereof are complied adequately. At its own cost and risk.

### **2.2.3 Special Instructions by UCIL**

2.2.3.1 UCIL shall have the right to give any instruction to the Tenderer necessary for the safe and orderly execution of the work and/or to forthwith remedy/ modify/ remove/ stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.

2.2.3.2 In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.

### **2.2.4 Conditional Tender**

Conditional tender will be summarily rejected.

### **2.2.5 General**

2.2.5.1 In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment /short payment by the Tenderer or his employee or any accident involving the employees /dumpers /equipments of the Tenderer or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act /rules/Regulations /Bye-laws /Orders, by the Tenderer, the Tenderer shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the Tenderer against all such claims.

2.2.5.2 If the UCIL suffers any loss on account of suspension of production or idleness of its equipments /employees or on any other account or damage to its property, due to any failure on the party of the his representative/employees or from the dumpers /equipments of the Tenderer, the value of the same as assessed by the UCIL shall be recovered from the Tenderer's bill /security deposit. The decision of the UCIL on this regard shall be final and binding on the Tenderer.

2.2.5.3 The UCIL shall have full right to deduct any excess payment /penalties /claims dues /taxes /levies etc. deductible /recoverable from the Tenderer as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the Tenderer for any amount payable to him against this contract or any other contract with the UCIL.

#### **2.2.6 Security of the Materials in Transit**

The Tenderer shall be responsible for the security of the materials in transit and its safe delivery without any loss or damage. Where the material is weighed both at the loading and receiving ends, the shortage other than those on account of moisture loss will be to the account of the Tenderer.

#### **2.2.7 Labour License**

Before the actual commencement of work, the Tenderer will have to get a Labour license from the ALC, (Central) for engaging the laborers, **if applicable**, and he will be governed by all the provision of the Contract Labour Act 1970(Regulation & Abolition), if applicable.

#### **2.2.8 Payment of Idle Charges & Other Payments**

2.2.8.1 There shall be no payment for idle charges of the Tenderer's equipments due to any reason.

2.2.8.2 In case of stoppage of work by local people /Bandh or any other reasons, no idle charges will be paid by UCIL towards Labour, Plant and Machinery etc. to the Tenderer for this work.

2.2.8.3 The Tenderer shall bear all costs and expenses for the execution of the contract. The UCIL shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract.

2.2.8.4 In case payment of laborers engaged for this work, has not been made on stipulated payment day, UCIL shall compel the Tenderer to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Tenderer.

#### **2.2.9 Laws Governing the Contract**

This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have executed at Tummalapalle Site, Tummalapalle, P.O. MC Palle, Vemula Mandal, District YSR, Andhra Pradesh State within the ordinary Civil Jurisdiction of the Competent Courts in the District Kadapa.

#### **2.2.10 Inspection of Site**

The tenderer should inspect the site /route before submission of their tender.

### **2.3 Other Terms & Conditions Applicable to the Tenderer**

#### **2.3.1 Law of the Land:**

The tenderer shall comply with all the laws of land (Acts, Rules, Regulations, Bylaws, Circulars, Guidelines, Recommendations etc) such as Mines Act, 1952, Mines Rules 1955, Metalliferous Mines Regulation, 1961, Indian Electricity Rules, Minimum wages Act and Rules, Contract Labour (Regulation & Abolition) Act, 1970, The Employees Provident Fund Act, Atomic Energy Act 1962, Indian Explosive Act & Rules, Motor vehicle Act & Rules etc as may be applicable to personnel and resources deployed for this work. All software shall be registered in the name of UCIL.

### **2.3.2 Execution of Agreement:**

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

### **2.3.3 Commencement of Work:**

The tenderer shall start the work within **15 (FIFTEEN) DAYS** from the date of issue of the Work Order.

### **2.3.4 Payment Terms:**

Running bill can be raised on work progress. Payment shall be made within 30 days from date of certification of bill by Engineer-in-charge after necessary recoveries.

### **2.3.5 Release of Bills:**

Bills will not be released if minimum wages to the employees is not paid in the presence of UCIL's representative and the Payment Certificate is obtained. The Certificate is to be enclosed with the bill.

### **2.3.6 Security Deposit:**

Total amount of security Deposit will be 10% of total value of work order. The tenderer has to deposit 5% of the total value of work order towards initial security deposit in the form of Bank Guarantee before the commencement of this work. In addition to the above, further amount to the extent of 5% of value of work will be deducted from your bills. Immediately on completion of the work, 50% of the Security Deposit retained in the form of cash will be released. The remaining 50% of the Security Deposit in the form of Bank Guarantee will be released only after the completion of **ONE YEAR** from the date of completion of the work. The Earnest Money Deposit (EMD) shall be released immediately after the deposit of the Security Deposit. Alternately, the EMD may be converted into Security Deposit in full or part as the case may be.

### **2.3.7 Site Conditions Etc:**

All the work shall be executed as per existing site conditions and no extra claims shall be entertained.

### **2.3.8 Stoppage of Work:**

In case of stoppage of the work by local people, Bandh or any other reason no idle charges will be paid by the corporation towards labour, Plant and Machinery etc.

### **2.3.9 Working Hours:**

The working hours for the execution of the work will be fixed by the Engineer-in-charge in consultation with the tenderer.

### **2.3.10 Defect Liability Period:**

There will be no defect liability period for this work.

## **2.4 Scope of UCIL**

**2.4.1** Any material not specified here as 'Free Supply from UCIL' will be in the scope of the tenderer.

**2.4.2** This tender does not have any provision for free supply of any material from UCIL.

## **2.5 Escalation:**

### **2.5.1 Labour Escalation**

This is dealt with in the 'Scope of Work' section of the 'Special Conditions of Tender' of this tender.

### **2.5.2 Fuel Escalation**

This is dealt with in the 'Scope of Work' section of the 'Special Conditions of Tender' of this tender.

### **2.5.3 Material Escalation**

This tender does not have any provision for any material escalation.

## **2.6 Variation Of Quantity:**

### **2.6.1 Variation – Individual Items:**

Quantity of any individual item may vary to any extent and may be excluded altogether.

### **2.6.2 Variation – Overall:**

The tenderer may be asked to carry out all works up-to a total variation of +10% (Plus Ten Percent) on the contract price without considering the provisions for escalation provided in this tender

### **2.6.3 Rates for Additional Quantities**

The provisions for the escalation of rates as provided in the tender for the original quantity shall be applicable for the additional quantity.

### **2.6.4 Quoted Rate**

The rates are to be quoted as per the explanation given in the 'Scope of Work' section of the 'Special Conditions of Tender' of this tender.

**2.6.5 Taxes & Duties:**

Taxes & duties as applicable, as per rules shall be recovered at source.

**2.7 Bar Chart:**

2.7.1 Indicative Bar Chart for execution of the contract should be submitted along with offer /bid document, as per the details given below.

2.7.2 This tender does not require submission of any bar chart by the tenderer.

**2.8 Questionnaire-cum-Undertaking to be Filled Up by the Tenderer**

The questionnaires given in the Annexure - 1 need to be filled up by the tenderer and uploaded for bidding.

**Annexure- 1:**

**Questionnaire-cum-Undertaking to be Filled Up by the Tenderer**

| Description  |  | Remarks<br>(The tenderer has to fill up the remarks as applicable) |
|--|--|--|
| <b>SECTION: I-A</b>  |  |  |
| Full Name of the Bidder  |  |  |
| 1. Bidder's Address  | Name   |  |
|  | Address for Correspondence   |  |
| 2. Bidder's Telephone /Fax /E-mail   | Telephones   |  |
|  | FAX  |  |
|  | E-mail   |  |
| 3. Authorization for signing the Tender Document on behalf of the Tenderer | Authorization Given (Yes /No)  |  |
|  | Name of the Authorized Person  |  |
|  | Designation of the Authorized Person                                       |  |
|  | Address of the Authorised Person   |  |
|  | Mobile Number of the Authorised Person                                     |  |
|  | E-mail Address of the Authorised Person                                    |  |
|  | Copy of Authorization (Uploaded /Not Uploaded)                             |  |
|  | Have you given Power of Attorney Given to the Authorised Person? (Yes /No) |  |
|  | Copy of Power of Attorney (Uploaded /Not Uploaded)                         | NOT APPLICABLE   |
| <b>SECTION: I-B</b>  |  |  |



|   |   |  |
|---|---|--|
| <p>1. Validity of the Offer (In Months)</p> <p><b>Note:</b> The minimum period of validity of the offer must be for <b>SIX MONTHS</b> without which the tender shall be considered as rejected.</p> |   |  |
| <p>2. Signed Original Copy of the Tender Document</p>   | <p>All pages of Original Tender Document<br/><b>(Signed /Not Signed)</b></p>  |  |
|   | <p>All pages or Original Tender Document<br/><b>(Uploaded /Not Uploaded)</b></p>  |  |
| <p>3. Cost of Tender Document</p>   | <p>Scan copy of the instrument of payment of the Cost of Tender Document<br/><b>(Uploaded /Not Uploaded)</b></p>  |  |
|   | <p>Original instrument of Payment of the Cost of Tender Document<br/><b>(Submitted /Not Submitted)</b></p>  |  |
| <p>4. Earnest Money Deposit (EMD)</p>   | <p>Have you uploaded the scanned copy of the instrument of payment of EMD?<br/><b>(Yes /No)</b></p>   |  |
|   | <p>If No, are you an MSME?<br/><b>(Yes /No)</b></p>   |  |
|   | <p>If yes, do you fulfill the exemption criteria for payment of EMD?<br/><b>(Yes /No)</b></p>   |  |
|   | <p>If yes, then have you uploaded the certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit uploaded?<br/><b>(Yes /No)</b></p> |  |
| <p>5. Details of Bank Account to which payments shall be made against R.A. Bills / EMD</p>  | <p>Name of the Bank</p>   |  |
|   | <p>Name of the Branch</p>   |  |
|   | <p>IFSC Code of the Branch</p>  |  |
|   | <p>Type of Account (Savings /Current)</p>   |  |

|   |  |                |
|---|--|----------------|
| is to be refunded<br>(In case of<br>unsuccessful<br>bidding)            | Account Number   |                |
| <b>SECTION: I-C</b>   |  |                |
| 1. GST Registration<br>Details  | Do you (bidder) have GST<br>Registration?<br><b>(Yes /No)</b>  |                |
|   | If yes, have you uploaded the<br>scanned copy of GST<br>Registration?<br><b>(Uploaded /Not Uploaded)</b>                                       |                |
|   | If yes, have you uploaded the<br>proofs of payment of GST for<br>the period July, 2017 –<br>December, 2017?<br><b>(Uploaded /Not Uploaded)</b> |                |
| 2. Permanent<br>Account Number<br>for Income Tax                        | Do you (bidder) have Permanent<br>Account Number?  |                |
|   | If yes, have you uploaded the<br>scanned copy of Permanent<br>Account Number for Income<br>Tax<br><b>(Uploaded /Not Uploaded)</b>              |                |
| 3. Income Tax<br>Return for Last<br>Three Years<br>(Assessment<br>Year) | If yes, have you uploaded the<br>scanned copy of Income Tax<br>Return for the financial year<br>2016-17<br><b>(Uploaded /Not Uploaded)</b>     |                |
|   | If yes, have you uploaded the<br>scanned copy of Income Tax<br>Return for the financial year<br>2015-16<br><b>(Uploaded /Not Uploaded)</b>     | NOT APPLICABLE |
|   | If yes, have you uploaded the<br>scanned copy of Income Tax<br>Return for the financial year<br>2014-15<br><b>(Uploaded /Not Uploaded)</b>     | NOT APPLICABLE |
| 4. Provident Fund<br>Registration                                       | Do you have Provident Fund<br>Registration?<br><b>(Yes /No)</b>  |                |

|  |   |   |
|--|---|---|
|  | If yes, have you uploaded the scanned copy of Provident Fund Registration?<br><b>(Uploaded /Not Uploaded)</b> |   |
| 5. Taxes Considered for Bidding of different items. (Please enclose separate sheet, if required) | Name of the Tax   | Tax Rate Considered for Bidding<br>(Consider tax rates prevailing on the last day of the preceding Quarter) |
|  | (i) GST   | 5% on the total cost of rental, fuel and labor  |
|  | (ii)  | NOT APPLICABLE  |
|  | (iii)   | NOT APPLICABLE  |
|  | (iv)  | NOT APPLICABLE  |
|  | (v)   | NOT APPLICABLE  |
| 6. Certificate /proof of registration of the firm /company with the Register of firm /companies  | Registration Number   | NOT APPLICABLE  |
|  | Date  | NOT APPLICABLE  |
|  | Enclosed /Not Enclosed  | NOT APPLICABLE  |
| 7. Contract labor Regulation and Abolition Act Registered No.                                    | Contract labor Regulation and Abolition Act Registered No. (Available /Not Available)                         | NOT APPLICABLE  |
|  | Contract labor Regulation and Abolition Act Registered No. (Uploaded /Not Uploaded)<br>Upload if available    | NOT APPLICABLE  |
|  | Number & Date (Write if available)  | NOT APPLICABLE  |
| 8. Income Expenditure /Profit and loss account of last three years                               | 2015-16 (Enclosed /Not Enclosed)  | NOT APPLICABLE  |
|  | 2014-15 (Enclosed /Not Enclosed)  | NOT APPLICABLE  |
|  | 2013-14 (Enclosed /Not Enclosed)  | NOT APPLICABLE  |
| 9. Turnover, Rs Crores   | 2015-16   | NOT APPLICABLE  |
|  | 2014-15   | NOT APPLICABLE  |
|  | 2013-14   | NOT APPLICABLE  |
|  | Average of Three Years  |   |
| 10. Profit after tax, Rs Crores  | 2015-16   | NOT APPLICABLE  |
|  | 2014-15   | NOT APPLICABLE  |
|  | 2013-14   | NOT APPLICABLE  |

## SECTION: II-A

| SL No  | Query  | Reply          |
|--|--|----------------|
| 1. Previous experience of the bidder in providing vehicles on hire with UCIL for durations exceeding one year. | Have you ever provided vehicles on hire to any of the units of UCIL?<br>(Yes /No)<br><br><u>NOTE</u><br>This experience is not a mandatory requirement for qualifying in the tender.   |                |
|  | If yes, please write the work order numbers and their dates for the works which have carried out during the period of last five (5) years ending December 31, 2017.<br><br><u>NOTE</u><br>This experience is not a mandatory requirement for qualifying in the tender. | Work Order No. |
|  |  | Date:          |
|  |  | Work Order No. |
|  |  | Date:          |
|  |  | Work Order No. |
| Date:  |  |                |
| Work Order No.   |  |                |
| Date:  |  |                |
| Work Order No.   |  |                |
| Date:  |  |                |

## SECTION: II-B

**NOTE:**

1. This section is **to be filled up by those bidders who wish to deploy a used vehicle** (Latest model of the year 2017 or 2019).
2. Those bidders who wish to deploy a new vehicle which is not yet purchased should fill up the SECTION: II-C. Such bidders may leave this section blank or write 'Not Applicable' in the space provided in the right hand side column.

| SL No                  | Query                                   | Reply |
|------------------------|---|-------|
| 1. Vehicle Particulars | Name of the Manufacturer of the Vehicle |       |
|                        | Model Name of the Vehicle               |       |
|                        | Year of Manufacture                     |       |
|                        | Make                                    |       |
|                        | Chassis No.                             |       |

|  |   |                     |
|--|---|---------------------|
|  | Engine No.  |                     |
| 2. Registration of the Vehicle   | Registered No. / Vehicle No.  |                     |
|  | Date of Registration  |                     |
|  | Registration valid up to  |                     |
|  | Is the vehicle registered as a Commercial Vehicle?<br>(Yes /No)                     |                     |
|  | Name of the Registered Owner  |                     |
|  | Scanned copy of Owner Book /Tax Token of the Vehicle<br>(Uploaded /Not Uploaded)    |                     |
|  | Road Tax paid up to the Date  |                     |
|  | 3. Vehicle Particulars  | Year of Manufacture |
| Name of the Manufacturer of the Vehicle  |   |                     |
| Make   |   |                     |
| Chassis No.  |   |                     |
| Engine No.   |   |                     |
| 4. Type of Permit of the Vehicle   | Type of Permit of the Vehicle<br>(All India /Multi-State /Andhra Pradesh Only)      |                     |
|  | Scanned copy of the Permit<br>(Uploaded /Not Uploaded)                              |                     |
| 5. Comprehensive Insurance of the Vehicle  | Name of Insurance Company with which the vehicle is insured                         |                     |
|  | Scanned Copy of the Comprehensive Insurance Certificate<br>(Uploaded /Not Uploaded) |                     |
| <b>SECTION: II-C</b>   |   |                     |
| <b>NOTE:</b>   |   |                     |
| 1. This section is <b>to be filled up by those bidders who wish to deploy a new vehicle</b> . Such bidders may leave this section blank or write 'Not Applicable' in the space provided in the right hand side column. |   |                     |
| 2. Those bidders who wish to deploy a used vehicle should fill up the details enquired about in SECTION: II-B.   |   |                     |
| <b>SL No</b>   | <b>Query</b>  | <b>Reply</b>        |

|   |   |  |
|---|---|--|
| <p>1. Purchase &amp; Registration of a New Vehicle?</p> | <p>If you are awarded this contract, do you intend to purchase a new vehicle to be registered in your name within 30 days of award of the contract and offer the same <b>(along with documents such as Commercial Registration of the Vehicle, Payment of Road Tax, Road Permit for the state of Andhra Pradesh, Comprehensive Insurance)?</b><br/><b>(Yes /No)</b></p> |  |
|---|---|--|

I have carefully read and understood all the terms and conditions of this e-tender and I agree to the terms and conditions of this tender documents against.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am /we are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my e-tender at any stage liabilities towards prosecution under appropriate law.

Signature of the tenderer  
(Stamp)

Date:

# FORMS

# 1. 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 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 intensions.

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

\_\_\_\_\_

\_\_\_\_\_

## 2. FORM OF TENDER

To

The Chairman & Managing Director  
M/s. Uranium Corporation of India Ltd.  
P.O. Jaduguda Mines  
Dist. East Singhbhum  
Jharkhand - 832102.

Dear Sir,

With reference to the tender invited by you for..... I/We have examined Special Conditions and General conditions, Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We hereby officer to execute the whole of the said works in conformity with the said Special conditions, Article of Agreement, General Conditions, Tender Notice, Specifications and Schedule of Quantities for the Sum of Rs .....at the respective rates mentioned in the Schedule of Quantities.

I/We undertake to complete and deliver the whole lot comprised in the contract within .....calendar months from the date of commencement of work.

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

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

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

Yours faithfully,

Signature :.....

Address :.....

.....

Name of partners of the Firms :

1. ....
2. ....
3. ....
4. ....

### 3. BANK GUARANTEE

#### **DETAILS OF CREDENTIALS/INFORMATIONS SHEET ABOUT THE TENDERER/CONTRACTOR**

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

1. Name of the Firm/Company of the tenderer
2. Name & address of the Chief Executive /Chairman & Managing Director of the firm with Telephone No. if any
3. Registered Office and address of the firm with Telephone No. and Fax No. if any
4. Address for Correspondence/all communications with the firm
5. Name, designation, address of the person authorised to deal with this tender/work
6. Nature of the registration of the firm  
Limited Co. / Private Limited / Partnership Co. /Proprietorship Firm
7. Registration No. with date and Registering Authority
- 8.
9. Address of the office/work site of the Tenderer, nearest to the place of the work being tendered.
10. Particulars about the professional persons employed by the firm
11. Details of the work experience of the firm
12. Financial Particulars:
  - (a) Authorised Capital :
  - (b) Paid up Capital :
  - (c) Working Capital limit in cash/credit for bills :                      Branch:\_\_\_\_\_
  - Purchase/discount-forms etc. from the bank Value of  
Rs.\_\_\_\_\_
  - (d) Loans and advance taken :
  - (e) Loan and advance outstanding :
  - (f) Value of work/turnover done during preceeding three years:

- (g) Audited balance sheet and profit & loss :  
account for the loast 3 years
- Furnish copy of Income Tax Return for the last :  
three years
- Income Tax PAN/GIR No :  
Excise Duty Regd. No  
:  
Contract Labour Regulation & Abolition Act :  
Regd. No.
- Any other relevant Regn. No. if any:
- Details of ownership of various construction :  
equipments furnished as enclosed
- In case of any litigation with client within last :  
five years, please furnish the details.

Name and signature of Authorised Representative of Tenderer/Contractor

## 4. BANK GUARANTEE FORM FOR EARNEST MONEY

This deed of Guarantee made this \_\_\_\_\_ day \_\_\_\_\_ of Two thousand Four by \_\_\_\_\_ (Bank hereinafter referred to as the Guarantor) in favour of M/s. Uranium Corporation of India Limited (A Government of India Enterprise) PO. Jaduguda Mines, Dist. East Singhbhum, Jharkhand-832 102 (hereinafter called "UCIL") which expression shall unless repugnant to the context or maning thereof be deemed to include its successors and assigns.

Whereas M/s. \_\_\_\_\_ (hereinafter referred to as Tenderer) is required to pay to UCIL a sum of Rs. \_\_\_\_\_ in the form of Bank Draft as Earnest Money in respect of their proposal No. \_\_\_\_\_ dated \_\_\_\_\_ against NIT No. \_\_\_\_\_ dated \_\_\_\_\_ for the works as per terms and condition specified in NIT.

And whereas the tenderer has requested UCIL to exempt them from payment of Earnest Money in Bank Draft and in lieu of the Tenderer depositing Earnest Money in Bank Draft, UCIL has agreed to accept a Bank Guarantee for equivalent amount.

And whereas the Tenderer has approached the Guarantor and at their request and in consideration of the asgreement arrived at between the Tenderer and the Guarantor, The Guarantor gives the guarantee as hereinafter mentioned in favour of UCIL.

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Tenderer furnishing a Bank Guarantee in lieu of Earnest Money in Bank Draft for a sum of Rs. \_\_\_\_\_ the Guarantor do hereby covents irrevocably to undertake and promise to pay a sum of Rs. \_\_\_\_\_ to UCIL without demur and merly on demand from them, in case the tenderer make any default or commits any breach in the performance, observance or discharge of the terms and conditions contained in the said Tender.
2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the said Tenderer has committed any breach of default in the performance, observance or discharge of the terms and conditions of the said Tender and the decision of UCIL shall be final and binding on the guarantor irrespective of the fact whether the Tenderer admits of denies the default or questions the correctness of any demand made by UCIL in any court or Tribunal or Arbitration proceedings or before any Authority.
3. It shall not be necessary for UCIL to proceed against the said Tenderer before proceeding aganist the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtainst the guarantor notwithstanding any security which UCIL may have obtained from the Tenderer, shall at the time when proceedings are taken against the guarantor, remain outstanding or unrealised.
4. The guantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective any any concession or time being granted by UCIL to the tenderer and the guarantee shall remain in full force and effect irrespective of any other change in terms, conditions, stipulations or any variations in the terms of the tender and irrespective of whether notice of such change or variation is given to the guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said tender is hereby specifically waived by the guarantor.
5. The guarantor hereby agree that it shall not be released from this gurantee by any forbearance, exercise or non-exercise of any of the powers of heights under the Tender by UCIL against the Tenderer or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so releasing the Gurantor irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is given to the Guarantor or not.



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

7. The guarantor hereby undertake not to revoke this guarantee during the period it is in force except with the previous consent of UCIL in writing.

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

9. The guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the Executant has full powers to do so on its behalf under the power of Attorney dated \_\_\_\_\_ granted to him by the proper authorities of Guarantor.

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

11. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. \_\_\_\_\_ and \_\_\_\_\_ will remain valid till \_\_\_\_\_ (date) unless an action to enforce a claim under the guarantee is filed against us within \_\_\_\_\_. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.

Signature of the person duly authorised to sign on behalf of the Guarantor (Bank)

WITNESS:

Name and Address

Signature

\_\_\_\_\_

\_\_\_\_\_

## 5. BANK GUARANTEE FORM FOR SECURITY DEPOSIT

Name of the Bank :  
Address of the Bank :  
Guarantee No :  
Date :  
Date of Expiry :  
Claim period : 06 (six) months from the date of expiry.  
Limit of Liability :

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

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

Now, by this guarantee we, the CONTRACTOR (as principal) and \_\_\_\_\_ of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for payment of which the CONTRACTOR and surety bound themselves, the successors, legal representatives and assigns jointly and severally these presents.

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

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

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till the dues of the CORPORATION under for by virtue of the said Agreement have been fully paid and CORPORATION's claim satisfied or discharged or till CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said CONTRACTOR (as principal) and discharges the guarantee.

We, the surety, further covenant with CORPORATION that CORPORATION shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement from time to time, to postpone for any time or from time to time, any of the powers exercisable by CORPORATION AGAINST the said CONTRACTOR (as principal) and no forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to said CONTRACTOR or for any forbearance, act of omission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR (as principal) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving.

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

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

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

PRINCIPAL

SURETY

For and behalf of (Name of Firm) For and behalf of (Name of Bank)

## 6. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at ..... this .....day  
of.....between ..... (hereinafter referred to as the Corporation which  
expression shall include its successors and assigns) of the one part and Messrs.....(hereinafter  
referred to as Contractor which expression shall include the successors and assigns) of the other part of  
WHEREAS the Corporation is desirous that certain works should be constructed  
viz.....and has accepted a Tender by the Contractor for the construction, completion and  
maintenance of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and ..... constructed as part of this Agreement, viz :
  - (a) Tender Notice No.....Dated .....
  - (b) The Drawings
  - (c) The Tender
  - (d) The General Conditions of Contract
  - (e) The Specifications
  - (f) The Special Conditions
  - (g) The Schedule of Quantities
  - (h) Design Data and Technical Specifications (if any)
  - (i) General Information and Guidance for Tenderers
  - (j) Any other document specifically mentioned herein as forming a part of the Agreement.
3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor here by covenants with Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.
5. The several parts of this contract have been read to us and fully understood by us. AS WITNESS OUR and this.....day of .....

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

In the presence of .....

Signed by the said .....  
Contractor

In the presence of .....

## **GENERAL CONDITIONS OF TENDER**

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

# 1. DEFINITION

- 1 Singular and plural - Where the context so requires, words importing the singular only also include the plural and vice versa.
- 2 Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 3 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post Office and Town Jaduguda Mines - 832102, in the State of Jharkhand and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- 4 The 'Accepting Authority' shall mean the authority nominated by "Corporation".
- 5 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 with appendices and any Special Conditions, the Specifications, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 6 The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 7 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 Contract the cost of the work 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.
- 8 A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 9 'Engineer-in-charge' shall mean the Engineering Officer appointed by the undertaking or his duly authorized representative who shall direct supervise and be-in charge of the works for purpose of this contract.
- 10 'Excepted risks' are risks due to riots (otherwise than among Contractor's 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 Gods, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
- 11 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned to cover all overheads and profit.
- 12 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 of places which may be allotted by the Corporation's or used for the purposes of the contract.
- 13 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion maintenance of the works.
- 14 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.

- 15 A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- 16 The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) there of 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.

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## 2. FILLING UP THE TENDER FORM

1. Rates - The Tenderers are required to quote the rates against all items of the schedule of Quantities in words and figures clearly, failure in this respect is liable to render the tender incomplete. The incomplete tenders may be rejected.
2. The tenderer shall submit along with the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, condition of contract etc. or Schedule of Quantities is required, the same can be obtained by the Tenderer's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.
5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each items of the work. The quantities shown therein an approximate only, being given as an indication of the scope of the work in accordance with his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it the rate stated for the particular item of work, subject only to any adjustments that may be provided for in the General Conditions. It is to be clearly understood that no work will be paid for under more than one item or more than once under any item.
7. The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenders without having been so filled in, and complete he shall request the Corporation to have this done before he complete and delivers his tender.
8. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time specified in the contract. In compliance with this, the tenderer shall along with tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year the proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest years.
9. Each of the tender document is required to be signed by the person or persons submitting the tender in his/their hand-writing in taken of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specification, Special Conditions etc. as laid down. any tender with any of the documents not so signed will be liable to rejection.
10. The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the

tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderer. Over-writing of figures is not permitted to comply with any of these conditions will render the tender invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained.

11. Item rates should be submitted in duplicate and the 2<sup>nd</sup> copy shall necessarily be Xerox/Carbon copy of the original copy duly signed by the tenderer.

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### 3. EARNEST MONEY

The tenderer is required to deposit the Earnest Money at the prescribed rate in a separate envelop along with the tender document, furnishing complete details of the amount and mode of payment being made. Tenders received without requisite Earnest Money Deposit as prescribed above, shall be summarily rejected. No interest shall be allowed on the Earnest Money Deposit.

Rate of Earnest Money to be deposited along with the tender should be:-

- A) 2% of the estimated cost of work as indicated in the tender document for estimated value of works not exceeding Rs. 50 Lakhs.
- B) 1% of the estimated cost of work as indicated in the tender document subject of a Minimum of Rupees One lakh only - for estimated value of work exceeding Rupees Fifty lakh.

Acceptable Mode of Payment of Earnest Money Deposit:

1. For Earnest Money Deposit upto Rupees Five Thousand only. Cash/Pay Orders/Demand Draft payable at State Bank of India, Pulivendula, PO. Pulivendula, Dist. Y.S.R. Kadapa, Andhra Pradesh.
2. For Earnest Money Deposit beyond Rupees Five Thousand and upto Rupees Fifty thousand only. Deposit at Call /Term Deposit etc. of any Nationalised Bank duly pledged in favour of Uranium Corporation of India Ltd. Tummalapalle.
3. For Earnest Money Deposit beyond Rupees Fifty thousand Bank Guarantee issued by any Nationalised Bank.

The Earnest Money will be refunded to the unsuccessful tenderers within a reasonable time without any interest. The Earnest Money deposited by the successful tenderer will be retained towards the Security Deposit for the duly fulfilment of the contract but shall be forfeited if the Contractor fails to deposit the requisite Security Money, execute the agreement and/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).

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### 4. SECURITY DEPOSIT

1. The amount of Security Deposit including the amount of Earnest Money shall be 10% of the quoted cost of the work.
2. Upon acceptance of the tender, the successful tenderer shall within ten days of the written acceptance of his tender, deposit with the Corporation the requisite amount to make the Security Deposit 5 % (five per cent) of the value of the works at the accepted rates. Such sum shall be deposited by the Contractor in any of the forms stipulated hereunder.
3. Acceptable mode of Payment of 5% (Five percent) Initial Security Deposit:
  - i) **For Initial Security Deposit up to Rupees Five thousand only:** Cash/Pay Order/Demand Draft payable at SBI Pulivendula, PO. Pulivendula, Dist. Y.S.R. Kadapa, Andhra Pradesh.
  - ii) **For Initial Security Deposit beyond Rupees Five thousand and upto Rupees One Lakh only:** Deposit at Call /Term Deposit etc. of any Nationalised Bank duly pledged in favour of Uranium Corporation of India Ltd.



- iii) **For Initial Security Deposit beyond Rupees One Lakh:** Bank Guarantee issued by any Nationalised Bank.
4. Contractor shall be permitted to submit Bank Guarantee in the denomination of rupees One lakh or simple multiple thereof, in exchange of Security Deposit deduction made from Running Account Bills. However, Bank Guarantee shall not be accepted for fractional sums less than Rupees One Lakh.
  5. In addition to the above, further amounts to the extent of 5% of the cost of the work will be deducted from the running monthly bills by way of percentage deductions, such percentage deductions shall be at 10% of the running monthly bills till the full amount of Security Deposit is realized /retained by the Corporation.
  6. Contractor shall be permitted to submit Bank Guarantee in the denomination of Rupees one lakh or simple multiple thereof, in exchange of Security Deposit deduction made from Running Account bills. However, Bank Guarantee shall not be accepted for fractional sums less than Rupees One lakh.
  7. If after the tender has been accepted, the tenderer fails to pay the Security Deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The tenderer shall not be allowed to increase/withdraw his tender within THREE MONTHS from the date of opening of the tender and if he does so the Earnest Money deposit may be forfeited.
  8. The Contractor shall permit the Corporation at the time of making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 10% on the gross amount of bill till the sums so deducted amount to the figure desired.
  9. 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 the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being 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.
  10. Refund of Security Deposit - One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per Condition.
  11. On expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable in accordance with Condition, whichever is later, the Engineer-in-charge shall, on demand 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.
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## 5. PRE TENDERING ACTIVITY

1. 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-soil (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 and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The inspection of the site is to be carried out by the tenderer at their cost and risk. The corporation will not pay any amount against this.
2. Sufficiency of Tender - Description of item in the Schedule of Quantities is brief and therefore shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted

in the Schedule of Quantities, 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 the 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 works. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the tenderer shall be inclusive of all taxes, duties and other statutory levies.

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## 6. CONTRACTORS RESPONSABILITY AT WORK

- 1 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 description 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 labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.
- 2 The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provided all labour and setting out apparatus required and set out the works and 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 the cost of rectification shall be borne by the Corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-charge directs their earlier removal.
- 3 Site Drainage - All water which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer-in-charge and the Contractor's expense.
- 4 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 or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.
- 5 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.
- 6 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 absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquiant the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.
- 7 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 one metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.
- 8 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 public.
- 9 Contractors Supervision-Site 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.

- 10 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 authorised 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.
- 11 No work shall be covered up or put out of view without the approval of the Engineer-in-charge of his authorised 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 authorised representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considered it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. 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.
- 12 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.
- 13 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 reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.
- 14 None of the documents issued by the Corporation to the Contractor shall be used by the Contractor for any purpose other than that of this contract.
- 15 Facilities to Other Contractors - The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the works.
- 16 Sub-Contracts - The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
- 17 The Contractor must follow the instructions of the Corporation's representative and carry on the work as per Corporation's directions. Prevailing UCIL's General Conditions of Contract pertaining to the execution of Work shall be applicable and binding on the Contractor.
- 18 In case the Contractor fails to perform in partially or wholly, the Corporation will have right to get the work done partially or wholly, at their option departmentally or by some other agency and if any extra cost is incurred thereby, the same will be recovered from the Contractor's bill or Security Money.
- 19 The Contractor will be held responsible for any accident or damage to his vehicle or to his staff or any other person or property and any compensation payable shall be borne by the Contractor. In case the compensation is paid by the Corporation on the account of the Contractor, the same shall be recovered out of any amount due to the Corporation on any account as the Corporation deem fit. If for any Act of the Corporation is involved in litigation/Court case, the entire responsibility for all cost incurred by the Corporation for defencing/conducting the court case should evolve on the Contractor and the expense thus incurred by the Corporation should be met by the Contractor. The Corporation shall have full powers to realise these charges by deduction from any dues to the Contractor, or from the Security Deposit.
- 20 The Contractor will have to make his own arrangements for accommodation of his labour and staff.

21 The vehicles engaged must be fully road worthy and have full valid papers.

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## 7. RESPONSIBILITIES AND POWER OF CORPORATION

- 1 The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.
- 2 Contract Documents - The Contractor shall be furnished, free of charge, two certified true copy of the Contract Documents except Standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these 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 by other Inspecting Officer.
- 3 Deviation/Variation Extent & Pricing - The Engineer-in-charge shall have power (i) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) 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 alteration, omissions, additions or substitution 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 Conditions mentioned.
- 4 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 with out the approval of the authority and with the full knowledge of the contractor..
- 5 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.
- 6 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 there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 7 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 or vary such decision.
- 8 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. The estimate shall be applicable for this purpose only and for no other.
- 9 For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

- 10 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 11 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.
- 12 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 given to the Contractor himself.
- 13 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
- 14 If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the 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 which he might have derive in consequence of the foreclosure of the whole or part of the works.
- 15 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 utilised on the work to the full extent because of the foreclosure:
- 16 Accepting Authority is Chairman & Managing Director of Uranium Corporation Of India limited.

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## 8. LABOUR

- 1 The Contractor shall employ labour in sufficient numbers to maintain the required rate or 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.
- 2 The Contractor shall furnish to the Engineer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer-in-charge or to the officer so nominated. Contractor should also inform 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.
- 3 The Contractor shall pay to labour employed by him wages not less the an fair wages as defined in the contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 4 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.
- 5 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, or any other law relating thereto and Rules made there under from time to time.

- 6 The Contractor shall be liable to pay his contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the 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.
- 7 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Act.
- 8 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.
- 9 In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under /amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of 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.
- 10 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.
- 11 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 or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- 12 The Contractor shall not be permitted to enter an (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 extent him operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall be a license subject to the following and such other terms and conditions as may be imposed by the license :-
  - (i) that he shall pay a nominal license fee of Re.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 contrary.
- 13 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as

and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

- 14 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
- 15 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 16 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 Bye-laws of any local authority in respect of the works.

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## 9. TIME SCHEDULE

- 1 **Suspension of Works** - The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
  - (i) on account of any default on part of the Contractor,
  - (ii) for proper execution of the marks or part thereof for reasons other than the default of the Contractor,
  - (iii) For safety of the works or part thereof.
- 2 **Time and Extension for Delay** - The time allowed for execution of the works as specified in the Special terms and conditions, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty forfeit the Earnest Money/Security Deposit absolutely.
- 3 **Time and Progress Chart.** - 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 forecast 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-incharge 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 in all cases in which the time allowed for any work exceeds 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 of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.
- 4 The delay due to the following reason may be considered for not imposing fine what so ever on the contractor:

force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, delay on the part of other Contractors or tradesman engaged by Corporation in executing work not forming part of the Contract, non-availability of stores, which are the responsibility of Corporation to supply, non-availability or break-down of Tools and Plant to be supplied or supply by Corporation, 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 delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall to all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 5 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 delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.
- 6 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 request by the Engineer-in-charge.
- 7 **Compensation for Delay:** If the Contractor fails to maintain the required progress in terms of the condition of this Contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.  
This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered.
  - (i) Completion period (as originally stipulated) : @ 1 % per week
  - (ii) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: @ 1/2 % per week
  - (iii) Completion period (as originally stipulated) exceeding 2 years.: @ 1/4 % per week
- 8 Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.  
Completion period (as originally stipulated) not exceeding 6 months: 10 percent.  
Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: 7-1/2 percent.  
Completion period (as originally stipulated) exceeding 2 years: 5 percent.
- 9 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.
- 10 **Date of Commencement** - Within Fifteen Days from the date on which written order is issued to commence the work if other wise no other date is indicated.
- 11 **Work Schedule** - The contractor will normally be permitted to carry out the work as per indicated in the special conditions.
- 12 **Completion Time** - The work has to be completed within the time as indicated in the special conditions. Under normal circumstances no extension shall be granted.
- 13 **Temporary Stoppage of Work** - Ordinarily suitable intimations will be given to the contractor by the Corporation in case the work is to be suspended temporarily owing to break down in the plant, machinery etc.
- 14 **Stoppage of Work by the Contractor** - An advance of minimum 24 hours has to be given by the Contractor in writing to the Corporation in the event of anticipating possible discontinuation of work for any reason.
- 15 **Working during Night or on Sundays and Holidays** - Any deviation in the contract timing should be with prior permission from the officer incharge.
- 16 **Completion Certificate** - As soon as the working is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of 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 items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. Not certificate of completion shall be issued, nor 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 or the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings levelled keys clearly and handed them over to the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials except for any sum actually realised by the sale thereof loss 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 realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

- 17 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the Contractor takes possession of any part or parts of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere to this contract . Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in Conditions provided the Contractor fulfils his obligations under that Condition for the relevant part.

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## 10. PAYMENT

- 1 Interim bills shall be submitted by the Contractor at intervals 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.
- 2 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 therefrom the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 3 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 accordance with the contract.
- 4 Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.
- 5 Time Limit for Payment of Final Bill - The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of 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 : Four months.

- (b) Contract amount exceeding Rs. 5 lakhs : Six months.
- 6 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 or extended date of completion of the works or items of work in question.
- 7 Overpayments and Under payments - Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the amount. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the withstanding 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 this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 8 If as a result of such audit and technical examination any overpayment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 9 Provided that the aforesaid right of the Corporation to adjust overpayment 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.
- 10 Any amount due to the Contractor under this contract for underpayment 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 Contractor or account whatsoever.
- 11 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), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of the Corporation and the Contractor. The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in instalments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair 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 the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of rebuilding or replacement or repairs of the work and/or goods destroyed or damaged as the case may be.
- 12 Any expenditure arising out of preliminary site work e.g.; temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks will be payed as per the contract
- 13 Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other works, which ever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- 14 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.

- 15 Market Rate-Percentage addition to cover overhead addition to cover overhead and profit. : Ten per cent.  
16 Retention Money: 10 (Ten) per cent will be kept till the final bill is settled.
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## 11. DEFECTS LIABILITY PERIOD

- 1 The Contractor shall be responsible to made good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period mentioned 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.
- 2 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 minimise loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Corporation's T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.
- 3 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contract in favour of the Corporation, provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
- 4 Where the Corporation building or a part thereof is rented by the Contract he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustibile nature, as to which the decision of the Engineer-in-charge shall be final and binding.
- 5 The Contractor shall indemnify and keep indemnified the Corporation against all possess 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, costs, charges and expenses whatsoever in respect of or in relation there to PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify caused by the Expected Risks.
- 6 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 the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether 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 agent, or servants) 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.
- 7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- 8 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.

- 9 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 subcontractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 10 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 premium 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 recovery the same as debt due from the Contractor.
- 11 In case the Job / Work is divided in part or so 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.

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## 12. LEGAL REQUIREMENT

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

The Mines Act. 1952

Factory Act- 1948

Workmen Compensation Act-1923

Payment of wages Act-1936

Employees Liability Act,1938

Industrial Dispute Act,1947

Employees State Insurance Act,1948

EPF & MP Act, 1952

Maternity Benefit Act,1961

Payment of Bonus Act-1965

The Indian Electricity Act,

The Indian Explosive Act,

The Minimum Wage Act. 1948

The Indian Atomic Energy Act.

Contract Labour (Regulations & Abolition) Act, 1970.

Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

The Employees Provident Fund Act

Atomic Energy Act

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

- 1 This contract shall be governed by the Indian laws for the tendering in force and it shall be deemed to have been executed at Tummalapalle, District YSR (formerly Kadapa), Andhra Pradesh within the ordinary Civil Jurisdiction of the Competent Courts in the District, YSR (formerly Kadapa).
- 2 Minimum wages to be payed as fixed by Assistent Labour Commisiioner, Central, Chaibasa from time to time for different catagory of labour as fixed.
- 3 Contract Labour Act : As a transport contractor you should obtain a licence from the competent authority for engaging the labourers as required under the provision of the Contract Labour Regulation & Abolition) Act 1970 and Rules framed thereunder as applicable to Central Government Undertakings. The licence may be shown to the competent authority as required.

3. Formalities Regarding the Contract : Before commencing the work, Contractor will have to take Third Party Insurance and Insurance to cover risk for Injury/Accident of labourers engaged. The Insurance Policies should be submitted to Accounts Department of UCIL, Indemnifying the UCIL from all liabilities under Workmen Compensation Act for Accident / Injury etc.
  - 4 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 Tenderer is required to get acquainted with the legal conditions before filling up the tender document.
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## 13. SAFETY

1. The Contractor shall at all times, take all reasonable precaution for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the Safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Tummalapalle for a specified contract.  
In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no reason of or in connection with such stoppage.
  2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.
  3. Contractors shall have at least one person fully trained in First Aid present at the site of work all the time.
  4. Contractors must report to the Officer In-charge through their contracting officers every accident involving.  
(a) their personnel, (b) UCIL property or Personnel, (c) Property or personnel of other contractors working on the site, (d) Name of the Person/s, (e) Nature and location of incident being reported, (f) Name of Supervisor/Engineer-in-charge, location and telephone number where he can be reached.
  5. Contractors shall submit their investigation reports, in the format provided, through their contracting officer, to the Officer In-charge immediately but not later than 3 working days after the occurrence of accident.
  6. Monthly summary of accidents and cases of fire shall be prepared by each contractor and be sent to the Officer In-charge.
  7. Prime contractor reports shall include the man days lost and occurrence of accidents under the jurisdiction of the sub-contractors.
  8. Contractors shall submit a narrative on safety activities and fire incidents for each month. The review should contain such items as personnel and programme change, major project started and major problems.
  9. All safety appliances and protective clothing shall be provided to the workers by the Contractor at his cost.
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## 14. TOOLS, PLANT, EQUIPMENT AND MATERIAL

- 1 The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work other than specified in the contract.

- 2 If the Contractor requires any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to Contractor at a rate to be fixed by the Engineer-in-charge.
- 3 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognised holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has in fact, remained idle with the Contractor because of the Suspension, provided the Contractor, in case the period of suspension exceeds 11 days returns Corporation's T & P to the place from where it was issued.
- 4 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of Engineer-incharge unless such damage is caused because of negligence of crew provided by the Corporation.
- 5 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Corporation's T & P was not the Contractor's expectations.
- 6 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 7 The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.
- 8 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- 9 9 The Contractor shall at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the Contract.
- 10 The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the part of the Contractor if removing rejected materials the Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs which may attend upon such removal and/or substitution shall be borne by the Contractor.
- 11 A Log Book for recording hours during which every item of Corporation's T & p issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorised agent. In case the Contractor contests correctness of any entry and /or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding upon him. Hire charges shall be calculated in accordance with the Log Book.

- 12 The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any article or materials or part thereof included in the contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction/issued by the Corporation but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the tender.
- 13 All charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 14 The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than these for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.
- 15 Material to be Supplied by the Corporation are shown in Schedule which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 16 If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-charge and on payment before the materials are issued to the Contractor.
- 17 For the materials listed in Schedule which the Corporation has agreed to supply the Contractor, he shall give a reasonable notice in writing to his requirements to the Engineer-in-charge in accordance with the agreed phased programme. Such materials shall be supplied for the purpose of the Contract aforesaid Schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which may after become due to the Contractor, under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.
- 18 The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary incorporating of fixing materials in the works including all preparatory work of whatsoever description as may be required.
- 19 All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the work be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 20 Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding these at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.
- 21 If on completion of works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur the Engineer-in-charge may, by a written notice to the Contractor require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 22 Delay in Obtaining Materials by the Corporation - Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule-B.



There may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to suggest the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

- 23 Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at place approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.
  - 24 Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled fabricated manufactured obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
  - 25 Materials supplied by the Corporation and brought to the Site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all surplus materials originally supplied to him as per stipulation in the Contract.
  - 26 All tools and implements and any other materials required for execution of the contract job shall be arranged by the Contractor at his own cost.
  - 27 The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
  - 28 For Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
  - 29 If any materials supplied by the Corporation are tendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation Stores, if so required by the Corporation.
  - 30 In case of stoppage of work by local people /Bandh or any other reasons, no idle charges will be paid by corporation towards Labour, Plant and Machinery etc. to the contractor for this work.
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## 15. ADDITIONAL WORK

- 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. Rates 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 item of work 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 Schedule of Quantities may form part of the Contractor the applicable rate shall be taken from the Schedule of Quantities of that at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
    - (ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more Schedule of Quantities form part of the contract, the rate shall be derived from the nearest similar item in 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-para (i) and (ii) above, then such item of work shall be carried out at the rate entered in the C.P.W.D Schedule of Rates current rate 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 Contracts based on item rates or Lump-sum contracts based on Bill 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 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 proposed 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. will be produced by the contractor to the Engineer-in-charge.

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## 16. DISCREPANCIES

- 1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 2 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.

- 3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract.
- 4 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules :
- (c) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
  - (d) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  - (e) All errors in totalling in the amount column and carrying forward totals shall be corrected.
  - (f) The totals of various sections of Schedule of Quantities amended shall carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the tenderer, shall be ignored.
  - (g) In case of Lump Sum contractors based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/- whichever is less then the errors shall be rectified and the rectification dealt with as for deviations/variations, 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 Bill of Quantities.

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## 17. CANCELLATION OF CONTRACT

1. Cancellation of Contract may be in Full or Part depending up on the conditions described below.
- (a) If the Contractor at any time makes default in proceeding with the work with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge.
  - (b) If the Contractor commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
  - (c) If the Contractor fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
  - (d) If the Contractor commits default in unauthorised transfer/removal from the work site of any material for which payment has been claimed or indulge in unauthorised transfer/removal of materials/tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
  - (e) If the Contractor shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation.
  - (f) If the Contractor shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge.

- (g) If the Contractor shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering.
  - (h) If the Contractor being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the 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 the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor.
  - (i) If the Contractor 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 debentures holders to appoint a receiver or manager; or
  - (j) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
  - (k) If the Contractor assigns, transfer, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
2. The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as whole or only such items of work in default from the Contract.

The Accepting Authority shall on such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plan, implements, stores, etc., thereon; and  
/or
  - (b) Carry out the incomplete work by any means at the risk and cost of the Contractor.
3. On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractors' materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
4. Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor shall be called upon in writing to pay the same within 30 days.
5. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
6. Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

## 7. Termination of Contract for Death.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies than unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed 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 and complete the Contract shall be final and binding on the parties. 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.

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## 18. ARBITRATION

Except where otherwise provided for in Contract all questions and dispute 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 thereof shall be referred to the sole arbitration 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 and 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 and 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 related 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 reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of 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 it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and 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 to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The work under the Contract will, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings. 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 arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of Arbitrator 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 parties to this contract.

In case any dispute arises out of the contract, the decision of the Corporation shall be final and binding on the Contractor.

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## 19. PROCEDURE FOR ENGAGEMENT OF PERSONS BY CONTRACTORS

### 1. **Proof of Identity**

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

### 2. **Medical Fitness**

- 2.1. No person who does not fulfill the required standard of medical fitness under the Mines Rule, 1955 for working in mines shall be engaged for this work.

### 3. **Letter of Engagement by Contractor**

- 3.1. The tenderer must submit in writing a letter of engagement in respect of each person proposed to be engaged by him /her for the above work to the Engineer-in-Charge without which no persons shall be enrolled for working within the mines premises under the Mines Rule, 1955.
- 3.2. The contractor shall not engage any person of less than 18 years of age & females during night hours as required by relevant law.

### 4. **Police Verification**

- 4.1. As per the administrative requirements of UCIL, police verification of persons to be engaged within the premises of the organization has to be submitted.

### 5. **Insurance**

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

### 6. **Enrollment**

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

### 7. **Identity Card**

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

### 8. **Security Gate Pass**

- 8.1. The Contractor and its employees shall strictly abide by the security rules and regulations enforced by UCIL from time to time. Gate passes for individual workman/equipments will be provided by UCIL's security I/C, on submission of written application through the Engineer-in-charge or his representative along with necessary documents as required by the security/SPF personnel.
- 8.2. The Mines Manager, /Engineer-in-charge, UCIL, Tummalapalle shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorised representative shall be bound to comply with the instructions in this regard.

### 9. **Attendance Recording**

9.1.1.1. The attendance of each employee deployed within the mines premises shall be recorded in the manner specified in the Mines Rule, 1955.

**10. Payment of Wages**

10.1. All persons engaged for any work under this contract shall be entitled to the minimum wage, provident fund, and leave with wages as provided under various Central and State Government laws at the risk and cost of the contractor.

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

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

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

**11. Leave with Wages**

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

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

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

**12. Canteen Facility**

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

**13. Facilities for Women Work Persons**

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

**14. Sanitation & Shelter**

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

**15. Personal Protective Equipment & Uniform**

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

**15.1.1. UNIFORM DETAILS**

15.1.1.1. Full white dress

15.1.1.2. Black shoe

Note: Every Day driver should be in Fresh clean dress.

**16. Accommodation & Local Transport**

16.1. The contractor shall arrange for housing accommodation of his employees and the UCIL shall have no responsibility/liability whatsoever in this regard.

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

**17. Vocational Training**

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

**18. Duties & Responsibilities of Contractor's Work Persons**

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

**19. Standard Operating Procedure /Safe Operating Procedure (SOP)**

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

**20. Supervision**

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

**20.1.1. Competency, Duties & Responsibilities of Contractor's Supervisor**

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

**20.2.1. First Aid Training**

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

**21. Injury at Work, First Aid & Medical Aid**

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

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

**21.2.1. Compensation**

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

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

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

**22. Emergency Communication**



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

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

**23. Claims for Employment**

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

**24. Compliance of Statute**

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

## **DECLARATION SHEET**

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

**Tenderer's Name:**

Authorized representative's Signature:

Contractors's Intent:

The contractor hereby agrees fully to comply with the requirement and intent of this specification for the period indicated.

Authorized representative's Signature:

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**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

At: Tummalapalle Mine, (Near AMD Camp), PO: Mabbuchintalapalli  
Vemula Mandal, District: YSR (Kadapa), Andhra Pradesh, – 516349  
Telefax: 08588-282704 /777, E-mail: [tmpltpa@gmail.com](mailto:tmpltpa@gmail.com)

ITEM RATE TENDER

F O R

**Hiring of Commercial Vehicles (Swift Dezire (Diesel) Latest Model  
/Manufacturing Year 2019) with driver & reliever for UCIL,  
Tummalapalle.**

NIT No: UCIL/TMPL/P&A/03/2019, Date: August 24, 2019  
[Only Through E-Procurement System [www.tendarwizard.com/UCILEPROC](http://www.tendarwizard.com/UCILEPROC)]

**PART – II**  
**PRICE PART**



## URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

At: Tummalapalle Mine, (Near AMD Camp), PO: Mabbuchintalapalli

Vemula Mandal, District: YSR (Kadapa), Andhra Pradesh, – 516349

Telefax: 08588-282704 /777, E-mail: [tmpltpa@gmail.com](mailto:tmpltpa@gmail.com)

### PRICE PART

**Name of the Work:** Hiring of Commercial Vehicles (**Swift Dezire (Diesel) Latest Model /Manufacturing Year 2019**) with driver & reliever for UCIL, Tummalapalle..

NIT No: UCIL/TMPL/P&A/03/2019, Date: **August 24, 2019**

[Only Through E-Procurement System [www.tendarwizard.com/UCILEPROC](http://www.tendarwizard.com/UCILEPROC)]

| Sl. No. | Description of items | Quantity | Units | Rate Excluding GST (Rs) | Amount (Rs) |
|---------|----------------------|----------|-------|-------------------------|-------------|
|---------|----------------------|----------|-------|-------------------------|-------------|

|      |   |    |        |  |  |
|------|---|----|--------|--|--|
| 1.   | <p><b>Monthly hire charges for deployment of Commercial Vehicle with commercial registration</b> with road permit as per NIT clause no. 1.3 for deployment at unit Tummalapalle of UCIL located in the YSR (Kadapa) district of Andhra Pradesh along with the driver &amp; reliever conforming to the terms and conditions specified in the tender document.</p> <p>The hire charge covers all Sundays and Holidays and includes: Hire charges for the vehicle; Commercial tax liability; Comprehensive insurance; Road tax expenses; Road Permit expenses; Other statutory levies &amp; charges, Maintenance expenses including the cost of spares /consumables, engine oil and lubricants etc, providing and maintaining first aid kits in the vehicle; expenses towards Initial /Periodic Medical Examination; Vocational Training; Providing uniforms, shoes and socks to drivers; Police verification charges; Labour license charges, if applicable; providing canteen facilities to the drivers; cost of safety aid for employed operators, other statutory facility etc; Other incidental charges, if any; contractor's overhead charges; profit of the Contractor. This also includes expenses towards providing alternate vehicles during emergencies like breakdowns, scheduled maintenance of the vehicle etc.</p> <p>[Excluding GST]</p> |    |        |  |  |
| 1.1. | <p>For 8 (Eight) Hours duration per day.</p> <p><b>Rate in Words:</b></p> <p>For 16 (Sixteen) Hours duration per day</p> <p><b>Rate in Words:</b></p> <p>For 24 (Twenty four) Hours duration per day</p> <p><b>Rate in Words:</b></p>   | 24 | months |  |  |

|  |   |      |            |        |             |
|--|---|------|------------|--------|-------------|
| 2.   | Total charges towards payment of drivers (Skilled Category Worker) based on minimum wage as per the details given below in conformity with the tender conditions.   | -    | -          | -      | -           |
| 2.1.   | Daily Wage @ Minimum wage for Skilled Category Persons (Rs 584.00),   | 730  | Man shifts | 584.00 | 4,26,320.00 |
|  | <b>Rate in Words:</b>   |      |            |        |             |
| 2.2.   | PF @ 13% of daily wage (Rs 75.92)   | 730  | Man shifts | 75.92  | 55,421.60   |
|  | <b>Rate in Words:</b>   |      |            |        |             |
| 2.3.   | Bonus @8.33% (Rs 48.65) of daily wage   | 730  | Man shifts | 48.65  | 35,512.46   |
|  | <b>Rate in Words:</b>   |      |            |        |             |
| 2.4.   | Insurance @ 2% (Rs 11.68) of daily wage   | 730  | Man shifts | 11.68  | 8526.40     |
|  | <b>Rate in Words:</b>   |      |            |        |             |
| 3.   | Providing diesel for running of the vehicle [This will be reimbursed by UCIL as per “ NIT - SCOPE OF WORK clause no. 18(V)” for running without AC and with AC] in conformity with the tender conditions. | 5600 | litre      | 71.00  | 397600.00   |
|  | <b>Rate in Words:</b>   |      |            |        |             |
| Grand Total [Excluding GST]  |   |      |            |        |             |
| Provision of GST @ 5% on total of hire charges, labor and diesel expenses. |   |      |            |        |             |
| Grand Total Amount [Including GST]   |   |      |            |        |             |
| Grand Total Amount [Including provision of 5% GST] in words                |   |      |            |        |             |

**NOTE:**

1. Overall rebate, if any, should be mentioned in the above table only and if it is written elsewhere, it will not be considered.

**2. Escalation:**

- (i) No escalation shall be paid against this work for items 1.1, 1.2, and 1.3.
- (ii) The payments under the heads Wages, PF, Bonus, Insurance for item – 2.1, 2.2, 2.3 and 2.4 shall be **at the prevailing rates as per latest Administrative Instructions of UCIL**. It is to be noted that wages are to be paid through cheques or electronic transfers into the bank accounts of the labors. It may be further noted that **with**

**effect from 01.04.2019**, the minimum wages applicable for Tummalapalle area for different categories of surface labor for skilled category work persons.

(iii) For item-3 the cost of diesel shall be payable by UCIL on reimbursement basis by calculation of the km run by the vehicle, as signed in the log book as per the details given in the Special Conditions of the Tender.

(iv) The price offer automatically adds provision for **5% GST**. However, the payment of GST shall be on actual basis. During clearing of RA Bills, the bidder shall have to produce evidence of payment of GST at the prevailing rate and UCIL shall reimburse the amount at the same prevailing rate. If there is an increase /decrease in the GST rate and the actual payment of GST has been made at the increased /decreased rate, the reimbursement will be made at the same rate subject to production of documentary evidence.

3. The description of the items given in the Price Schedule is only a brief description of the work and in case of any ambiguity, contradiction, omission, doubt; one has to refer to the general and special conditions of the tender.

Signature of the Tenderer with Seal

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