



URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Supply of Manpower for E-Procurement at Jaduguda

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Ref: PUR/2/Man Power/E-proc/2019/1064

Date : 30.03.2019

NOTICE INVITING TENDER

Tenders are invited for the execution of following work through E-tendering:

1.	Name of the work	Supply of manpower for E-procurement activities.
2.	Estimated value including all taxes & duties etc. (Rs.)	Rs.8,41,879/-
3.	Cost of Tender Document	Rs.300/-
4.	Earnest Money Deposit (EMD)	Rs.8,418/-
5.	Completion Time	12 (Twelve) months
6.	Bid Document Download/Start Date	02.04.2019
7.	Bid document download /sale End date	29.04.2019
8.	Bid submission Start date	04.04.2019
9.	Bid submission End date	29.04.2019
10.	Last date and time of submission of original Demand draft against EMD,	29.04.2019 upto 12.30 P.M.
11.	Bid opening date (Techno-commercial Part –I)	29.04.2019 at 3.00 P.M.

Pre-qualification criteria:

1. The bidder should have experience of having successfully completed similar works during last 7 years ending on 31.03.2018 as at (a) or (b) or (c) below:

- a) One similar completed work costing not less than the amount of Rs.6.24 lakh **or**
b) Two similar completed works costing not less than the amount of Rs. 4.68 lakh each **or**
c) Three similar completed works costing not less than the amount of Rs.3.12 Lakh each.

("Similar work" – Work contract which includes supplying of manpower in any Company.) Documentary evidence in the form of completed works order copies specifying the work and amount of contract should be uploaded

2. The Bidder should have PAN and EPF registration. Documentary evidence should be uploaded.

Tender can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> ,

The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> on or before due date fixed for receiving the bid. Physical submission of tender shall not be accepted.

Tenderer shall upload a scanned copy of Bank demand draft for Earnest Money Deposit (EMD) on portal and enclose the original EMD in an envelope mentioning NIT No. and name of the work in the super scribed and send (postal /physical) it to the Office of DGM (Purchase.),Purchase Dept. UCIL, Jaduguda, East Singhbhum- 832102 which should reach on or before **12.30 P.M. on 29.04.2019.**

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

The successful tenderer shall have to comply with provisions of contract labour (Regulation & Abolition) Act, 1970 and EPF & MP Act, 1952 and rules framed there under.

The Corporation reserves the right to accept or reject any or all the tenders in full or part and the tenderers shall be bound to perform the same at his quoted rates.

For Uranium Corp.of India Ltd.

DGM(Purchase)



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SCOPE OF WORK

Supply of Skilled Manpower for assisting Purchase Department/Engineering Departments in E-Procurement activities.

JOB DESCRIPTION

UCIL is doing procurement and contracting activities through e- procurement route. The activities involves uploading/downloading of Tenders, Taking Print out of Bids, Uploading Corrigendum, and Uploading Notices etc. on the E-proc portal.

JOB REQUIREMENT:

In the event of placement of order the Tenderer shall supply manpower which fulfills following requirements.

1. The person should be minimum Higher Secondary Pass (HSLC)
2. The person should have minimum knowledge of Computers which is required for uploading/downloading of Tenders on portal and taking print outs of bids.

Trade test/Interview of the manpower to be supplied will be taken by a team of UCIL and those will be approved after satisfactory performance.



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Instruction to Tenderer

Tenderer are advised to go through the following instruction before filling the rates:

1. Nature of the tender: The Tenderer should submit their tender in **Two Part** - as described in the NIT.
2. The rates quoted will remain firm till completion of the contract.
3. Contractor will only supply the manpower; all tools, tackles required for satisfactory execution of the work under this contract are to be supplied by the UCIL free of cost.
4. The Tenderer shall fill his rates in the 'Price Format'. Rates should be quoted only as per price format of tender document failing which your offer shall be rejected.
5. Total cost shall be the only deciding factor of L-1 bidder (Ref. Price Format)
6. **Rates in Words & Figures:**
 - i. In case of item rate tenders, only rates quoted shall be considered.
 - ii. Rates shall be filled properly so that there is no discrepancy in rates written in figure and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
 - iii. Where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item (s) then rate for such item (s) will be considered as zero.
7. The quoted rates should be exclusive of GST. In case of change in tax structure, same will be paid as per prevailing rates against submission of documentary evidence
8. UCIL reserves to themselves right of accepting the whole or any part of tender and the Tenderer shall be bound to perform the same at his quoted rates.
9. Before submission of the tender the Tenderer are advised to make themselves fully conversant with the conditions of tendering, general conditions, special conditions, site conditions, specifications, schedules, drawings and all other relevant information's so that no ambiguity may arise in this respect subsequent to the submission of the tender.
10. It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.
11. The Tenderer shall submit his tender strictly in accordance with the tender specification. terms and conditions laid down in the tender document.
12. The insurance will be covered as per rules and the insurance coverage shall be for all your workmen for the whole period of contract and shall be furnished to the corporation before commencement of the work to indemnify the Uranium corporation of India Ltd., against all risk, damages losses, claims for compensation etc. arising from the contract in question.
13. Minimum wage rate payable to skilled/un-skilled laborers engaged for this work shall be as per current notification of A.L.C (C) Chaibasa. In case of any increase in minimum wages, the same has to be paid by you.
14. **Payment of wages:** Payment of wages to the workmen deployed under this contract shall be paid by Bank cheque/ E-transfer of funds. Documentary evidence shall be enclosed along the RA bills.
15. You have to give a certificate of liability for damage done by your employees/ workers. You have to provide detail addresses of your employees/workers.



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16. You shall maintain all safety precautions during execution of work. You should provide your own safety appliances like safety belt, helmet etc. for this work.
17. If it is found that labour payment on stipulated payment day is not followed and non-issue of wages slips to the labour engaged for this work, corporation should compel you to stop the work.



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TERMS & CONDITIONS

1. **PERIOD OF CONTRACT:** The period of Contract is **One year** from the date of issue of work order / commencement of work, Quantities shown in the 'Price Format' are for One year period only.
2. Bidder shall upload their PAN (Permanent Account Number), Service Tax and Provident Fund Registration Numbers along with 'Technical Part' of bids. **Failing which their offers shall be rejected.**
3. **EMD:** is to be paid in DD from nationalize bank /Bank Draft, in favor Uranium Corporation of India Limited, payable at State Bank Of India, Jaduguda Branch, Code No. 0227. **Tenders received without earnest money deposit shall be summarily rejected.** No interest shall be payable by the purchaser to the bidder for the amount of EMD, Copy of Demand Draft shall be uploaded at UCIL EPROC website..
4. **VALIDITY:** Offers shall be valid for 120 days effective from the date of tender opening.
5. **FIRM PRICE:** The rates quoted will remain firm till completion of the contract. No escalation in rates will be allowed.
6. **Deciding the L1 bidder:** Total cost shall be the only deciding factor of L-1 bidder. (Ref. Price Format)
7. **Security Deposit:**

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

(a) Acceptable mode of payment of Initial Security Deposit :

 - i) For deposit up to Rs. 5,000/-: Cash/Demand Draft payable at SBI, Jaduguda/Hartopa.
 - ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Nationalised bank of schedule Banks duly pledged in favour of UCIL. The Tenderer should submit Bank Guarantee issued by SBI, Jamshedpur/Hartopa or PNB, Jamshedpur or as mentioned in Para 9(a)(iii).
 - iii) For deposit beyond Rs. 1.00 Lakhs: TDR/ Bank Guarantee issued by SBI, Jaduguda/ Hartopa or Punjab National Bank, Jamshedpur or from Bank Guarantee obtained from any Indian nationalized bank of schedule banks to be jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

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

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

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

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



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8. **TERMS OF PAYMENT:** The contractor shall submit the quarterly bill (every three months) in triplicate to UCIL the payment for the completed work shall be released against monthly RA (Running Account). The contractor shall submit his bills immediately after completion of the quarter. UCIL will make payment to contractor within 30 days from the date of submission of bill.
9. **Taxes & Duties:** The rate quoted should be inclusive of all taxes & duties,
10. **Commencement of work:** Successful bidder has to commence the work within 15 days from the date of issue of LOI/Work order. Failing which, work order may be cancelled.
11. Income tax shall be deducted as per I.T. Act. Income Tax shall be deducted from your bills.
12. Work Contract Tax, if applicable, shall be deducted from your bills.

13. **Liquidated Damages (LD):**

Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part there of on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).

Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work (excluding Taxes and Duties)which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.

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

A. Delay attributable to UCIL / Force majeure

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

B. Delay attributable to Supplier / Contractor

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

14. **Reimbursement for variation in Taxes / Imposition of new taxes** The Contractor will be paid at actual against production of documentary evidence for any variation in statutory taxes, duties etc. or any imposition of new Governmental taxes /duties during the Contract execution period. For this purpose, the bidder should indicate clearly in his price bid the details of taxes and duties considered for all those major items for which he intends to claim for such reimbursement.
15. **Medical Care**: The Contractor shall be fully responsible for first aid and emergency medical treatment to his employee at site. The Contractor at site shall make necessary arrangement for this purpose. In serious cases, medical facilities of UCIL may be available to the Contractor on chargeable basis.

The medical supervision of Contractor over his employee shall include anti-malaria measures, vaccination against small pox, and inoculations against cholera, typhoid and other infectious diseases. Employees suffering from infectious disease shall be removed as soon as detected. If any case of infectious disease were discovered amongst the employees, it must at once be reported to the UCIL. The Contractor shall abide by the provisions of the **Employees State Insurance Scheme** as applicable.
16. **ACCEPTANCE OF BIDS**: The right is reserved to reject any or all tenders. The lowest tender will not necessarily be accepted. Any tender not supported by the information requested in the tender document will not be accepted.

Along with the offer the documentary evidence to show the past experience of the supplier in the area of supply of manpower in a process plant/Industry has to be submitted. Without the documentary evidence offer will not be accepted. The satisfactory completion certificate or satisfactory completion certificate shall be attached stating job commencement & completion date, Order value, Along with contact details of the engineer in charge.
17. **CARE IN SUBMISSION OF TENDER**: Before submitting the tender, the tenderer should satisfy himself by actual inspection of the site, approaches, availability of material, camping facilities for his workman etc and that all conditions liable to be encountered during execution of the works are taken into account and that, the rates accepted are adequate and are inclusive of such conditions.
18. **SECURITY RULES**: The tenderer shall follow at site all security rules as may be formed by the Corporation from time to time regarding movement of materials and equipment at site, issue of identity cards, control of entry of personnel, and all similar matters. Tenderer shall also follow all rules and regulations applicable to



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the area being declared / pronounced from time to time by the authorities. Nothing extra will be payable on account of stoppage / hindrance of work due to compliance of the said security rules.

19. **FORCE MAJEURE:** The term “Force Majeure” is defined as follows:

Any delay in the execution of works either directly or indirectly by any cause beyond the control of the Contractor and in particular, but without prejudice to the generally of the strikes, concerted action of workman, lockouts, fire, storms, floods, earthquake, riots, lightning or any other act of nature, war whether declared or not, insurrection, restraints imposed by the Government or Governments, Legislature or any other proper authority.

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

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

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

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

23. **SAFETY MEASURES:**

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

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

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

- i. The Tenderer shall follow the safety regulations as prescribed in the tender and Indian Standards. He shall provide necessary safety appliances to his employees as instructed by the UCIL depending upon the nature of work.
- ii. In case of an accident resulting into any rest or disability to the workman the same should be immediately reported to the Safety Officer.
- iii. Any person felt under the influence of alcohol or any intoxicating drugs on duty will be declared unfit for duty and should not be allowed to work. His entry pass would be confiscated and he should be sent out of the premises of the work / plant.
- iv. Drums or other make shift arrangements must not be used in place of ladders or workbenches or supports on any job.
- v. First Aid kits or boxes and stretchers should be readily accessible at all time with the Tenderer.
- vi. For all work that cannot be done from the ground level or from part of any permanent structure or from other available means of supports, soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to place of work.
- vii. All scaffoldings shall be securely supported or suspended and whenever necessary be



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properly braced to ensure suitability.

- viii. Chains, ropes or other lifting materials used for the suspension of scaffolding must be of adequate strength and suitable quality and shall be tested quality.
 - ix. The platforms of suspended scaffoldings shall be sufficiently wide. Suspended scaffoldings shall have handrail of about 1 meter height from the floor of the platform. Such scaffoldings or staging shall be fastened to prevent it from swaying away from the structure.
 - x. All sides of the platform from which a person is liable to fall shall be provided with guard rails to a height of at least 1 meter with the toe boards of at least 15 cm high so placed as to prevent the fall of materials and tools from the platforms.
 - xi. Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters shall have a probe.
 - xii. Spacing between the side rails of the ladder shall not be less than 45cms uniform step spacing shall not exceed 30 cms.
 - xiii. Whenever it is necessary to work at elevated places not adequately protected by railing, safety belts with lifelines securely tied to some firm structure or other support, which is independent of the equipment on which the person is working worn.
 - xiv. Nobody from contract workmen shall be allowed to work at elevated places without wearing Safety belts. As an additional precaution, safety nets made of coir rope or nylon or any other suitable material should be hung at suitable elevation to prevent people and equipment falling below.
 - xv. Dropping or throwing materials from roof structures or other elevated positions is prohibited.
 - xvi. Where work is going overhead, the area below should be cordoned. If it is not possible to cordon the area place caution sign "CAUTION –MEN WORKING ABOVE" - or depute responsible person to warn passerby.
 - xvii. Helmets ISI Mark (made of fiber-glass or any other suitable material) must be used by all the employees working on jobs.
 - xviii. Material handling jobs or where the chances of falling objects are present or where there is a possibility of persons tracking against projecting objections etc.
 - xix. All necessary personnel safety equipment such as face masks, safety helmets, safety boots, safety belts, gloves, safety goggles etc., as considered adequate by the UCIL have to be kept available for the use of person employed at the site of work and maintained in condition suitable for immediate use and Tenderer shall take steps to ensure proper use of equipment by the workers.
 - xx. The Tenderer shall use tubular steel for scaffolding for all heights more than 5-meter height as approved by the UCIL.
 - xxi. All the safety items have to be arranged by contractor confirming to relevant IS code in consultation with UCIL
25. **FAIR WAGES:** The wage paid to the workmen shall not be less than fair/minimum wages fixed by the Govt. from time to time. The Tenderer is deemed to have taken this aspect in his unit rates estimation for various items of work covered under this contract.
- The Tenderer shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Departmental notification procedures issued in this regard shall be applicable to this contract.
26. **DEVIATIONS FROM ORIGINAL TENDERS:** The contractors should indicate any suggested deviations from the tendering documents in the bid itself for consideration by the UCIL. These deviations shall constitute part of the contract when approved by the UCIL.



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

28. **SECRECY:** All information's, drawings, designs and specifications imparted to the Tenderer shall at all times, remain the absolute property of the Purchaser. The Tenderer shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

The Tenderer shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the Tenderer with the prior consent of the UCIL. In such cases, the Tenderer shall ensure and obtain similar obligation of confidence from third parties in question. No photographs of the work or plant within the site premises shall be taken without the prior approval of the UCIL.

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

30. TERMINATION OF CONTRACTS:

UCIL may without prejudice to any other remedy for breach of contract by written notice of default same to the contractor, terminate the contract in whole or in part:

- i. If the contractor fails to deliver any or all the services within the time period (s) & quality specified in contract.
- ii. If the contractor fails to perform any other obligation under the contract or
- iii. If the contractor in either of the above circumstance does not take remedial action for its failure within a period of 30 days after receipt of default notice from UCIL.
- iv. If the action of the contractor, towards, supply of Manpower for C&I System affects operation of Plant, then termination of the contract will be made immediately. In the event the UCIL terminate the contract in whole or in part, pursuant to the above provision UCIL shall not pay any compensation in any form to the contractor for the left out work.

31. FORECLOSURE OF CONTRACT

If at any time after acceptance of the tender / during execution of Contractor work, the UCIL decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the UCIL shall give notice in writing to that effect to the contractor and the contractor shall not claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall be paid at contract rates for the work carried out and amount as certified by the UCIL, but not more than the amount proportionate to the value of balance work.

32. **ABANDONMENT OF WORK:** In case work is abandoned by the contractor and UCIL is put to the loss by issuing another contract for left out scope of work originally awarded, the Contractor shall pay to UCIL, the difference in the amount of the actual contract value awarded to the new Contractor for the left out work and the amount which would have been paid to him had he not abandoned the work.

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

34. **MOBILIZATION & DEMOBILIZATION:** The contractor shall mobilize the workmen only on the approval of the UCIL. The mobilization time should be maximum one week. Based on the assessment of work from time to



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time the contractor shall be informed to demobilize the workmen with oral/written notice of One week. UCIL also reserves the rights to demobilize the workmen by paying compensation in lieu of notice period. The contractor should mobilize the selected candidates at least 3 days before the date of commencement of the work. For example if the work has to be started on 15/09/07 then 3 days before i.e before 12/09/07 all the work force as mentioned in the tender has to be deployed for familiarization of the work and system. The selection of work force has to be completed before 05/10/07. If period mentioned above are not adhered then the contract will be cancelled and the EMD will be forfeited.

35. **MOBILIZATION ADVANCES:** Not applicable.
36. **SITE INVESTIGATION:** The Tenderer should satisfy himself as to the nature and location of the work, transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and all other such incidental costs at Turamdih Mill site. Any failure of the Tenderer to acquaint himself with all the available information concerning these conditions will not relieve him of the responsibility of estimating properly, the difficulty or cost of successfully performing the work. The Tenderer should note that Turamdih Mill Site is located at 5 Km (approx.) from Tatanagar Railway Station on Tata-Hata State Highway.
37. **UNIFORM / DRESS:** The supplier should ensure wearing of clean uniform/dress to the employees while working.
38. **CLARIFICATION:** The bidders are advised to get clarification regarding any confusion / ambiguity regarding the tender from the UCIL before submitting the tender.
39. **EPF & SERVICE TAX:** The Tenderer shall comply with the provisions of other laws such as EPF Act, Gratuity Act & other Labour laws applicable.

40. Format and Signing of Bid

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

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

41. **Contacting the UCIL:** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the UCIL on any matter related to the bid, it should do so in writing.

Any effort by the bidder to influence the UCIL in the UCIL's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

42. Evaluation and Comparison of Bids

Bid Evaluation Criteria

Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

The techno-commercial part of bid shall be evaluated as per bid evaluation criteria and other requirements/documents as indicated in the bidding document. Techno-commercial Bid containing prices shall be summarily rejected.

Non-submission of details / documents as per above may lead to rejection of bid.

43. Award of Contract

UCIL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

UCIL's Right to Accept Any Bid and to Reject Any or All Bids



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UCIL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL'S ACTION.

Notification of Award

Prior to the expiration of period of bid validity UCIL will notify the successful bidder in writing by fax/ Courier/ Email to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

Time Period shall be counted from the date of Notification of Award / Fax of Intent / Letter of Intent, or as mentioned in LOI / LOA.

The Notification of Award will constitute the formation of a Contract, until the Contract has been put into effect pursuant to signing of Contract Agreement.

Upon the successful bidder's furnishing of contract performance security, UCIL will promptly notify each unsuccessful bidder and will discharge his bid security.

Signing of Agreement

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

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

44. UCIL reserves the right to fix up priorities which will be conveyed to the contractor and the CONTRACTOR shall plan and execute work accordingly.
45. The contractor shall supply all Personal Protective Equipment (PPE) like helmets, Safety shoes, hand gloves, safety belts etc. of standard quality to his workmen at his cost as required for carrying out the jobs as specified in the SOR. In addition to the PPE Contractor has to supply uniform to its employees with their company symbol or logo.
46. The contractor shall ensure all protective safety equipment like helmets, Safety shoes, hand gloves, safety belts etc. to his workmen at while executing items as mentioned in the tender.
47. The contractor shall maintain proper record of his employee's attendance and payment made to them for inspection, OT, Damages, Wages, PF, ESI & other relevant documents related to Labour laws.
48. Contractor shall obtain proper Gate pass from Security in-charge of UCIL and they **shall submit police verification report of all the manpower** as deployed for carrying out the job.
49. Contractor shall issue an identity card to its/his personnel to be deployed for carrying out the awarded job, which shall be displayed by them every day, without which the entry will be refused and suitable penalty shall be imposed at the discretion of UCIL..
50. The contractor's representative shall report daily to the site engineer for day-to-day working.
51. It will be responsibility of the contractor to pay wages to the personnel as per the minimum wages prescribed by the appropriate State/Central govt./authority under minimum wages act 1948 & to record & maintain the same which shall be duly got verified by the state authorities.
52. **LABOUR LICENCES & PROVIDENT FUND:** The contractor shall at his expenses, ensure due compliance with all applicable and governing industrial and labor laws, rules and regulations and bylaws both of the Central and State Governments and all other local authorities and shall keep the owner harmless and indemnified in respect thereof. The CONTRACTOR shall in particular ensure due compliance with the provisions of relevant Minimum Wages Act, 1948, payment of Wages Act, 1930, Contract Labor (Regulation



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& Abolitions Act 1970, Employees Provident Fund and Miscellaneous Provision Act 1952 and other Industrial Laws in force at site of work..

53. The security deposit shall remain at the entire disposal of the company as a security for the satisfactory execution and completion of works in accordance with the conditions of contract.
54. The company shall be at liberty to deduct any appropriate sum from the security deposit for such completion and dues as may be payable by the contractor under the contract and the appropriation will be made good by further deductions from the contractors subsequent interim bills in the same manner as aforesaid until the security is resorted to is full limit mentioned above.
55. No interest shall be payable by the company to the contractor for the amount of Security Deposit.
56. COMPLIANCE WITH STATUTORY LAWS

The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970
- ii) Payment of Wages Act. 1936,
- iii) Minimum Wages Act 1948,
- iv) Factory Act.
- v) Apprentices Act.
- vi) Workman's Compensation Act.
- vii) Industrial Dispute Act.
- viii) Environment Protection Act.
- ix) Wild life Act.
- x) Maritime Act.
- xi) Service Tax Act
- xii) EPF & Misc. Provisions Act 1952
- xiii) ESI Act, 1948 & Worker Compensation Act, 1923
- xiv) Inter-state Migrant workmen(Regulation of employment & Conditions of Service) Act1979
- xv) Payment of Bonus Act, 1965
- xvi) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of process plant.

57. The contractor shall be responsible for the following:

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

58. STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:

- i) The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to



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obtain and to abide by all necessary license/ permission from the concerned authorities as provided under the various labor law legislations including labor license from the Competent Authority under the Contract Labor (Regulation & Abolition) Act, 1970.

- ii) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1958, Contract Labor (Regulation & Abolition) Act, 1970, Minimum wages Act, 1940, Payment of Wages Act 1936, Workmen Compensation Act 1923 and other relevant Acts, Rules and Regulations in forced from time to time.
- iii) The contractor shall be responsible for necessary contributions towards PF, Family Pension, etc. or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering services to UCIL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees' as also the UCIL's contributions to the Provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of UCIL.
- iv) The contractor shall regularly submit all relevant records / documents in this regard to UCIL representative for verification and subject to that only UCIL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & UCILs) along with a detailed statement submitted to RPFC office showing the name of contractor's employees and the amount remitted in respect of the employees.
- v) The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 6th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- vi) The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- vii) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- viii) No. labour below the age of 18 years shall be deployed.
- ix) Successful contractor shall register all workmen deployed for the work under the cover of ESIC and shall submit a copy of the same before commencement of work.
- x) The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.
- xi) The contractor shall indemnify and keep the owner harmless of all claims, damages Or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.

59. Contract shall arrange for periodical medical check of all the workmen as per UCIL's norms.

60. Social Security Benefits shall be provided to all the contract employees as per applicable norms/rules.



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Uranium Corporation of India Limited 	Uranium Corporation of India Limited 	Uranium Corporation of India Limited
Branch Copy	Contractor/Candidate/Supplier Copy	UCIL Copy
Advt. No. / NIT No. _____	Advt. No. / NIT No. _____	Advt. No. / NIT No. _____
SBI Branch Name: JADUGUDA (00227)	SBI Branch Name: JADUGUDA (00227)	SBI Branch Name: JADUGUDA (00227)
A/C No. 35769323064	A/C No. 35769323064	A/C No. 35769323064
Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____
Amount: Rs. _____	Amount: Rs. _____	Amount: Rs. _____
Bank Charges Rs. _____	Bank Charges Rs. _____	Bank Charges Rs. _____
Total Amount: _____	Total Amount: _____	Total Amount: _____
Amount in word: _____	Amount in word: _____	Amount in word: _____
Journal No. _____	Journal No. _____	Journal No. _____
Depositing Branch Name/Code	Depositing Branch Name/Code	Depositing Branch Name/Code
Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature
Authorised Official Signature	Authorised Official Signature	Authorised Official Signature
Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CB screen under Registration/Ref No.



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DECLARATION FORM

To

The

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Date :

Tender Notice No. :

Name of Work :

Dear Sir,

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

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

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

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

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

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

Dated..... day of 200
.....

Signature of Tenderer

Name :

Address

Witness :

Name :

Address :

CONTRACT AGREEMENT FORM

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

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

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

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

AND WHEREAS UCIL HAS CALLED UPON THE contractor to executed the presents. NOW THIS AGREEMENT WITNESSETH AS follows:

-

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract herein after referred to.
2. The Corporation letters of Intent Nos. _____ along with the following documents shall be deemed to form and be read and construed as part of this Agreement as thoughtfully written out and set-forth herein.
 - a) ANNEXURE-A: The Tender Document for construction of Crushing, Grinding, Thickening, Neutralization and Allied system as specified in Tender Specification N.I.T. No. : TMD INST.-001 dated/...../2007.
 - b) ANNEXURE-B: Various correspondences and Minutes of Meeting to be read with Annexure as listed in the Enclosure-1 to this agreement.

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

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

4. The price payable by the Corporation to the Contractor for the execution of the Contract mentioned herein above shall be Rs. _____ (Rupees _____) and the Corporation hereby covenants to pay

Contractor in consideration for the execution of the Contract, the contract price at the time and in the manner prescribed by this Agreement and set forth in the above documents (a) to (d) inclusive.

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

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

b) _____

6. The Corporation and the Contractor agree that this Contract Agreement including annexed documents (A) to (B) inclusive expresses all of the Agreement and covenants of the parties and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in this Contract Agreement.
7. Both parties shall make best endeavour to set amicably among themselves any dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties are not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly and agreed between the parties that any such dispute or difference will arising out of or in connection with the Contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement.
8. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.
9. This Contract Agreement is made in all good faith and executed in two identical counterparts, one for the Corporation and the other for the Contractor.

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

In the presence of

SIGNED & DELEVERED for and
on behalf of URANIUM CORPORATION OF INDIA LTD.

SIGNED & DELEVERED BY The Contractor
