



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

Tummalapalle

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

YSR DISTRICT A.P.-516349 Ph.No.08588-282707/04, Fax:282704/707

E-mail: uranium_tmpl@yahoo.co.in

URANIUM ORE PROCESSING PROJECT
AT
TUMMALAPALLE, ANDHRA PRADESH

TENDER DOCUMENT

FOR

NIT NO.TMPL/CIVIL-71

NAME OF THE WORK : Construction of garage at Barrack & chain link fencing at 'B' & 'C' type quarters.

September 2014

URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

TUMMALAPALLE

**PO:Mabbuchintalapalle, Mandal: Vemula,
Dist: YSR DISTRICT – 516349 A.P.**

Hyd. Office: Plot No.37, Road No.3, Sunrise Homes,
Upparpally, P.O.Hyderguda,
Ranga Reddy District, HYDERABAD - 500 048
Ph. /Fax.: 040-42407747.

Head Office: P.O.Jaduguda Mines, Dist. Singhbhum (East)
JHARKHAND – 832 102.

NOTICE INVITING TENDER NO. TMPL/CIVIL –71

ITEMRATE TENDER

FOR

**Construction of garage at Barrack & chain link fencing at 'B' &
'C' type quarters.**

1. Tenders to be deposited in the/at the office of Manager [Admin.], Uranium Corporation of India Ltd., Tummalapalle Project, A.P.-516349 on 10/10/2014 up to 2.30 PM.
2. Tenders shall be opened in presence of Tenderers who may like to present at 3.00 PM on 10/10/2014 at office of Manager [Admin.], Uranium Corporation of India Ltd., Tummalapalle, A.P.-516349.

Issued to : _____
(Name of the Contractor / Tenderer)

Signature of Officer
Issuing the Tender Documents : _____

Designation : _____

Date : _____

Cash Memo / Receipt No. : _____

URANIUM CORPORATION OF INDIA LIMITED

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TUMMALAPALLE

PO:Mabbuchintalapalle, Mandal: Vemula,

Dist: YSR DISTRICT – 516349 A.P.

**Construction of garage at Barrack & chain link fencing at 'B' & 'C'
type quarters**

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. One set of Tender document including price part (original along with Two Xerox copies of original) , shall be kept/enclosed in sealed envelope which shall also be super scribed with detail as mentioned below.

N. I. T No., Name of work, Name of Tenderer and date of opening of tender as advertised/notified.

2. The tender document including price part, specifications, E. M. D in original and sealed envelope.
3. All the pages of tender document including price part should be duly signed along with seal of tenderer without which tenders are likely to be rejected.
4. E.M.D. will be submitted in a separate sealed envelope.
5. Instrument of Cost of Tender Document in draft payment will be submitted in separate sealed envelope.
6. This tender document contains 30 **(thirty) pages**. Schedule of quantity of Price Part contain 06 **(six) pages**. In case of any of the document found missing or changing tender is likely to be rejected.



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

TUMMALAPALLE PROJECT

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

Tel./Fax 08588- 282704/07, E-mail: ucil_tmpl@yahoo.co.in

NO. UCIL/TMPL/CIVIL/NIT-71/2014

Date:17/09/2014

NOTICE INVITING TENDER NO. TMPL/CIVIL - 71

Sealed tenders are invited by UCIL, Tummalapalle from bonafide, reliable and resourceful contractors for following works:-

Name of the work	Cost of tender document	Period of completion	Earnest Money Deposit	Date of issue of tender document	Date of submission of tender	Date of opening of tender
Construction of garage at Barrack & chain link fencing at 'B' & 'C' type quarters.	1200/-	Three Months	26,000/-	Form 18/09/2014 To 09/10/2014	10/10/2014 upto 2.30pm	10/10/2014 at 3.00 pm

Intending tenderers are requested to submit their application for issue of Tender documents along with tender fee of Rs. 1200/- (non-refundable) in cash.

Full details, terms, conditions & specification of work as well as detailed conditions of tendering shall be available in the above mentioned tender document, which can be had from the office of the Manager [Admin.], Uranium Corporation of India Ltd., Tummalapalle, A.P. during office hours on payment of cost of tender document (non – refundable) on all working days of UCIL except Sundays & Holidays between 8.30 A.M to 12.30 P.M. & 2.30 p.m. to 3.30 P.M, Telex, Telegraphic, postal or e-mail tenders will not be entertained.

Sealed tenders will be received in the tender box kept in the office of Manager (Admin.), UCIL, Tummalapalle office at the above mentioned address and the same will be opened in the presence of tenderers who may like to be present.

Tenders received without Earnest Money deposit will be summarily rejected.

The tender document can also be downloaded from UCIL's website "www.ucil.gov.in" in which case the cost of tender document must be submitted along with the offer in form of DD drawn in favour of "M/s URANIUM CORPORATION OF INDIA LIMITED" payable at State Bank of India, Pulivendula (Branch Code:0989) failing which the offer will not be considered. *The Corporation reserves the right to accept or reject any or all tender(s) if necessary without assigning any reason.*

For Uranium Corporation of India Ltd.,

-sd-

[A.R.De]
Chief Supdt.(Civil)

GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

Sealed item Rate Contract tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Tummalapalle for "Construction of garage at Barrack & chain link fencing at 'B' & 'C' type quarters"

- 1.00 The information given below is only for the Tenderers guidance and shall not relieve him of the responsibility for having full detailed first hand site investigation of his own before tendering.
- 2.00 The Tenderer is required to deposit the Earnest Money at the prescribed rate in a separate envelope along with the tender document. **Tenders received without requisite Earnest Money Deposit as prescribed above, shall be summarily rejected.** No interest shall be allowed on the Earnest Money Deposit.

Requisite EMD shall be payable "**Uranium Corporation of India Limited**" in the form of properly executed Demand Draft payable at State Bank of India, Pulivendula (Code 0989).
- 2.01 Rates: The tenderers are required to quote the rates in **triplicate** against all items of the Schedule of Quantities in words and figures clearly; failure in this respect is liable to render the tender incomplete.
- 2.02 The Tenderer shall not be allowed to increase/withdraw his tender(offer) within **(3) Three Months** from the date of opening of the tender and if he does so the Earnest Money Deposit may be forfeited. If after the tender has been accepted/awarded, 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.
- 2.03 Conditional tender, without cost of tender & E.M.D. amount tender shall be cancelled without any prejudice.
- 2.04 **Time for Completion:-** The time of completion for this work shall be 03 (three) months, which shall be reckoned 07 (seven) days after issue of LOI/Work Order.
- 2.05 The contractor shall at his own cost arrange for all materials, stores, diesel, break oil, spares, welding machine, tools & tackles etc. and maintenance / repairs of the tipping if any, deployed for the work. UCIL shall have no liability whatsoever on this account.
- 2.06 Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown therein are approximate only, being given as an indication of the scope of the work in accordance with the 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 at 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. Any individual item may vary up to any extent subject to gross

variation of maximum $\pm 15 \%$ (fifteen percent) of contract value. Contractor is liable to execute above variation at the same rate, terms and conditions stipulated in the contract.

- 2.07 Security –in-charge, SPF,UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Security –in-charge, SPF, UCIL.

SECTION - III

CONDITIONS OF TENDERING

3.01 PREPARATION OF TENDER

3.02 Tenderer to study

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

- 3.04 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.

- 3.05 The Tenderer shall submit his tender strictly in accordance with the tender specifications and terms and conditions laid down in the tender document.

Should there be any discrepancy in Or any doubt or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer, the Tenderer must set forth in writing such discrepancy, doubt or obscurity, and submit the same in duplicate to Chief Supdt. (Civil),/ any authorized person in UCIL, Tummalapalle Project so as to reach him two days in advance before the date of tender opening mentioned in the NIT for such purpose. The elucidation given by the designated officer shall be final and binding on the Tenderers.

- 3.06 By submitting a tender for the work & Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion of assignment to the entire satisfaction of UCIL.

- 3.07 Tenderers must be submitted on the attached prescribed forms and / or copies thereof. The schedule shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.

3.08 SUBMISSION OF TENDER

- 3.09 Tenders to be in **one part**.

- 3.10 Complete tender document including price part (one original plus two Xerox copies) Tenders (one original plus one Xerox copy) shall be submitted duly signed by the Tenderer with the seal of the firm / Proprietorship/ agency.
- (a) Xerox copy of PAN (both side)
- (b) Any other documents as deemed necessary.

SECTION - IV, FORMS

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

(To be filled-in by the Tenderer/Contractor)

1. Name of the Firm/Company of the Tenderer : _____
2. Name & Address of the Chief Executive/ Chairman and Managing Director of the firm with Telephone No./ e-mail address : _____
3. Registered Office and Address of the firm with e-mail address, Telephone No. and Fax No. if any. : _____
4. Address for Correspondence/all communication with the firm : _____
- Name, designation, address of the person authorized to deal with this tender/work : _____
5. Nature of the registration of the firm Limited Co./Private Ltd./Partnership Co./ Proprietorship firm : _____
6. Registration No. with date and Registering Authority : _____

Name of Directors / Partners	Occupation	Address

7. Address of the office/work site of the Tenderer, nearest to the place of the Work being tendered : _____
- : _____
8. Particulars about the professional persons employed by the firm:

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

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ between (hereinafter referred to as the Corporation which expressions shall include its successors and assigns) of the one part and M/s. _____ (hereinafter referred to the other part of WHEREAS THE Corporation is desirous to have consultancy services for that certain _____ and has accepted a Tender submitted by _____.

NOW THE 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 construed 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 items.
 - (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 payment to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Corporation to execute, complete and maintain the work in conformity in all respects with provisions of the Contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the execution; completion and maintenance of the work of contract price at the time and in the manner prescribed the contract.
5. All disputes arising out of or in anyway connected with this Agreement shall deemed to have arisen in HYDERABAD and only competent court in the District Hyderabad/Ranga Reddy shall have jurisdiction to determine the case.
6. You shall provide the guarantee in the agreement that you will be held responsible for the good conduct of labour engaged by you.
7. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR HAND THIS _____, signed by the said M/s Uranium Corporation of India Limited., Tummalapalle Project.

In the presence of

Executive Director (P-S)
SIGNED & DELIVERED for and
on behalf of URANIUM CORPORATION OF INDIA LTD.

- 1)
- 2)

Authorized Signatory of the party with seal

4.02

SCHEDULE - D

Sl. No.	Category of Labour	Wage per day	Remarks
1.	Skilled / semi/ Unskilled Labour as required	Minimum wages to be paid as fixed by Asst. Labour Commissioner (Central), Hyderabad or Regional Labour Commissioner, Hyderabad from time to time, whichever is higher.	You have to pay not less than minimum wages to the labour engaged by you

Signature of Contractor: _____

Date : _____

4.03

SCHEDULE - F

REFERENCE TO GENERAL & SPECIAL CONDITIONS OF CONTRACT

1.	Accepting Authority	:	Chairman & Managing Director
2.	For Non schedule items Market Rate + Percentage addition to cover overhead and Profit	:	Ten percent
3.	Retention Money	:	10 (Ten) percent
4.	Date of Commencement	:	<u>Within seven days</u> from the date on which written order is issued to commence the work.
5.	Date of Completion	:	03(three) months from the date of commencement of work. (Date of commencement of work will be reckoned seven days after issue of written order).
6.	Installment after virtual completion	:	<u>05 (Five)</u> Percent
7.	Agreed Liquidated Damage	:	Up to a maximum of 10(Ten) percent of the contract sum
8.	Defect Liability Period	:	12 months from the date of handing over the site by Contractor after his rectifying all defects pointed out during joint inspection on virtual completion of the work.
9.	Insurance	:	As directed
10.	On Account Payment	:	<u>Monthly</u>
11.	Security Deposit	:	50% of total security deposit will be released after completion of the work and balance 50% after completion of defect liability period
12.	Authority for appointing Arbitrator	:	Chairman & Managing Director

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SECTION - V, GENERAL CONDITIONS OF CONTRACT

- 5.01. "C.P.W.D. specification for works/latest IS codes" shall be followed for execution of the work.
- 5.02. **SITE INVESTIGATIONS:** The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work in general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of Labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the site, the formation and conditions of the ground, the character, quality of surface and sub-surface materials to be encountered, including sub-soil water levels, the character of equipments and facilities needed, preliminary to and during the progress of the work or the cost thereof under the contract.
- 5.03. Final Bills will not be entertained unless the same is accompanied by **Royalty clearance certificate** issued by the Office of District Mining & Geology Office, Yerraguntla, District Kadapa, Andhra Pradesh.
- 5.04. **WATER**
Contractor should make their own arrangement for water
- 5.05. All tools/tackles/equipments (other than specified for free supply of UCIL) required for the Contractor at his own cost shall arrange execution of work. The Contractor must furnish list of equipment's owned/proposed to be deployed by him for execution of the work.
- 5.06. The Contractor has to take all precaution and make necessary arrangements for smooth and safe execution of the stretch of the construction activities during execution of the work. All related arrangements like providing barriers, danger signals, etc. as considered necessary, shall be made by the Contractor at his own cost during the entire execution of work and Contractor shall be solely and fully held responsible for resulting any untoward incident for not having taken adequate precautions for safe execution of the construction activities during and after the working hours.
- 5.07. **GOVERNMENT LABOUR ACT:** The Contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer's Security, Labour Insurance, Labour License as required will have to be made by the Contractor at his own cost.
- 5.08. **CONTRACT LABOUR ACT:** According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract (Regulation & Abolition) General Rules, 1971, Contractors engaging 20 or more contract labour on any day are required to obtain the license from the Regional Labour Commissioner. In the event of the breach of the aforesaid condition, the Contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.

- 5.09. **Rate quoted by the Tenderer shall be inclusive of statutory taxes, IT, TDS, Service tax, WCT, Cess, complete and all statutory requirements as applicable in this regard, shall have to be honored by the Contractor. Final Bill of the Contractor shall be cleared only on furnishing of necessary proof as required, for having complied with all statutory provisions in this regard.**
- 5.10. **PRICE ESCALATION**
No any escalation will be paid. Rates quoted by the contractor shall remain firm and valid till the completion of work in all respect as per terms, conditions and specification of the work.
- 5.11. Contractor must ensure that workman/staff engaged by him for execution of work are personally known to him and any misconduct on the part of labour/staff engaged, Contractor shall be held responsible.
- 5.12. If the tenders cannot be opened on the notified date and time as per the tender notice due to natural calamity, civil commotion, floods, strikes or any other unavoidable circumstances, this will be opened on a subsequent date, which shall be notified to the tenderers by the Corporation.
- 5.13. Canvassing in any form shall be prohibited and the tender shall be rejected, if the Tenderer indulges in the same.
- 5.14. All the pages of Tender documents has to be signed with seal of the firm/Agency by the Tenderer as token of acceptance of the same without which tenders are likely to be rejected.
- 5.15. Transfer of tender documents, purchased by the Tenderer to another, is not permitted and tender submitted on the tender document purchased by any other party, shall be rejected.
- 5.16. The Contractor shall execute the agreement with the Corporation in the proforma approved by the Corporation for the execution of the Work, within one month or as directed from the date of issue of letter of intent/work order on non judicial stamp paper of requisite value, which shall be provided by the Contractor at his own cost.
- 5.17. **Drawing:**
 One copy of the construction drawing will be supplied by UCIL for reference of the contractor for execution of work.
- 5.18. All temporary diversions of roads/path required to commence/execute the job are to be done by the contractor at their own cost.
- 5.19. The Corporation may for any reason ask the Contractor to suspend the work fully or partially and the Contractor shall comply with same without having any claim whatsoever, for suspension.
- 5.20. The period of contract stipulated in the agreement for the awarded quantity may be extended for execution of the work beyond the awarded period, at the awarded rate/rates at the discretion of the Corporation. This shall however be without prejudice to the right of the Corporation to impose penalty as stipulated in General Terms and Conditions of the Contract.

- 5.21. The Corporation shall have the right to give any instruction to the Contractor necessary for the safe and orderly execution of the work and/or 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.
- 5.22. The Corporation shall have full right to deduct any excess payment/penalties/claims/dues/taxes/levies etc. deductible/recoverable from the Contractor as per the terms and conditions of the contract or as provided in law from the bills or security deposit of the Contractor and/or from any amount payable to him against this contract or any other contract with the Corporation.
- 5.23. The Contractor shall not engage any person of less than 18 years of age and females as required by relevant law.
- 5.24. The Contractor shall prepare the wages sheet for his employees in duplicate. A copy shall be regularly submitted to the Engineer-in-charge.
- 5.25. 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 Corporation or statutory authority to remove the danger and ensure safety of employees of the Contractor or Corporation.
- 5.26. In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contained herein, the decision of the competent authority shall be final and binding on the Contractor.
- 5.27. The Contractor shall familiarize himself and fully comply with the provision of all the Acts./Rules/Regulations/Bye-laws and orders of the local authority/Municipality/State Govt./Central Govt. applicable to the work e.g. Mines Act, Workmen's Compensation Act, Contract Labour Act (Regulation & Abolition), etc. and shall be fully responsible and liable for due observance of the same. The Corporation shall have no responsibility/liability whatsoever on these accounts.
- 5.28. In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the Contractor or his employee or any accident involving the employees/equipments of the Contractor or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any act/rules/regulations/bye-laws/orders by the Contractor the Contractor shall have full responsibility and liability for the same and the Corporation shall stand fully indemnified by the Contractor against all such claims.
- 5.29. If the Corporation suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property due to any failure on the part of the Contractors representative/employees or from the equipments of the Contractor, the value of the same as assessed by the Corporation shall be recovered from the Contractor's bill/Security Deposit. The decision of the Corporation on this regard shall be final and binding on the Contractor.
- 5.30. The Corporation shall have the right to award damage on the Contractor subject to maximum of 10% of the value of work for any default, irregularity, breach of terms and conditions, refusal to comply/non-compliance of the instructions etc. for which no specific penal provision has been made in these terms and conditions and decision of the competent authority in this regard shall be final and binding on the Contractor. This will be in addition to the right of the Corporation to terminate the contract in the above eventualities.

- 5.31.
- (a) The Contractor shall post adequate no. of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the Contractor and a copy of the same be furnished to the Engineer-in-charge.
 - (b) The Contractor shall issue Identity Card/Employment Card to each employee with photograph duly attested by him which the employee shall always carry with him while on work and produce for inspection whenever required.
- 5.32. The Engineer-in-charge 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 authorized representative shall be bound to comply with the instructions in this regard or else the contract may be terminated.
- 5.33.
- (a) In case of any accident to any employee of the Contractor arising out of any reason 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 Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard.

The Contractor may also be called upon by the Corporation to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee as payable in the case of Company's employees.
 - (b) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor's bills/dues/security deposit.
- 5.34. The employees of the Contractor shall at no stage during the execution or after the termination of the Contractor have any claim whatsoever for employment with the Corporation and the Corporation shall have no obligation/liability whatsoever to take into employment any employees of the Contractor on any ground whatsoever.
- 5.35. The Contractor shall comply with the provisions of Mines Act/Regulations Rules / applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the Corporation or statutory authorities to ensure the safety of the employees/equipments deployed by him at his own cost.
- 5.36. The Corporation may terminate the contract by giving 07 days notice without assigning any reasons whatsoever for the same.
- 5.37. After termination of contract the work executed by the Contractor shall be jointly measured. In case, the Contractor or his representative does not attend the joint measurement in spite of being notified in this regard, such measurement shall be carried out by the Corporation on it's own and the measurement so arrived shall be final and binding on the Contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of all penalties/recoveries etc.

- 5.38. The Contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of Safety Officer of UCIL from time to time.
- 5.39. The successful tenderers will have to release their workmen employed against this work for training under the Mines VT Rules, 1966, ISO 9000 Quality Assurance System & ISO 14000 Environmental Management System at any suitable place prescribed by the Engineer-in-charge and have to comply with any kind of orders issued by DGMS, AERB or any other statutory body at their own cost.
- 5.40. The rate quoted by the Tenderer shall be treated as complete in all respects including Tax/Duties and other levies of the Government/local authorities. The rates quoted shall be valid for the complete duration of the contract and in no account a change in the rate will be entertained.
- 5.41. The quantum of work as stipulated in the tender and the work order should be completed within the time stipulated. For delay in completion of work the Contractor will be fully responsible and the Corporation shall have the right to get the balance work left over after expiry of the stipulated time completed through other party(s) and the expenditure involved shall be recoverable from the Contractor. In the event of failure of Contractor to carry out the work within the prescribed time and in the manner as per advise of Corporation representative the Contractor shall be responsible for the extra expenditure incurred by the Corporation who shall have the right to get the balance work done through any other party at the Contractor's risk and responsibility and cost. Such recovery shall be made by the Corporation from any payment due to the Contractor for this or other works.
- 5.42. The Contractor shall give an undertaking in writing indemnifying the Corporation against all risks and liabilities whatsoever arising out of accident etc. during the course of execution of work. Further the Contractor shall indemnify (UCIL) against payment of compensation, levies etc. arising there from, under the Central or Stage Government Rules/Orders on the subject as amended from time to time during the entire period of execution of the work and the Corporation shall have no liability/responsibility on this account.
- 5.43. Construction work shall be carried out, during two running shift i.e. 'A' & 'B', from 8.00 Hours to 16.00 Hours and 16.00 Hours to 24.00 Hours respectively. The works if necessary shall have to be carried out on Sunday/Holidays and also in 'C' shift in working days with the written permission of Engineer-in-charge.
- 5.44. **HARD ROCK EXCAVATION:-** The construction site is situated at residential area. **Blasting would not be allowed. Contractor should consider while quoting rates for hard rock excavation. Mechanical compressed air breaker may be used for hare rock cutting if required.**
- In case of any damage, contractor will remain wholesale responsible for that. The same will be rectified by them at their risk and cost.**
- 5.45. **Security Deposit:** The Amount of Security Deposit including the amount of Earnest Money shall be 10% of the awarded value of work.

Upon acceptance of the tender, the successful Tenderer shall within three days of the written acceptance of his tender, deposit with the Corporation the requisite amount to make the Security Deposit 5% (five percent) of the value of the works at the accepted rates. Such sum

shall be deposited by the Contractor in cash/ Demand Draft payable at State Bank of India, Pulivendula.

In addition to the above, further amounts to the extent of 5% of the awarded value of the work will be deducted from the running monthly bill 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 released/retained by the Corporation.

- (a) **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.
- (b) On expiry of the Defects liability period (referred to in condition 10 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.
- 5.46. Upon Contractor's request, Temporary Gate passes for each workman and staff of contractor shall be issued on submission of their proof of identity with two pass port size photographs along with copy of insurance through concerned Engineer-in-charge. Temporary Gate Pass issued for Contractor's Workmen & staff during the execution of work, shall have to be surrendered with SPF authorities on completion of work. Contractor's Supervisor shall be responsible for collecting workmen's gate pass every evening at the end of day's work, to prevent the scope of loss of Gate Pass. On completion of work, clearance certificate shall be obtained by Contractor from SPF regarding handing over of the expired as well as valid Gate Passes issued in the name of Contractor's workmen.

5.47. **Contract Documents**

The Contractor shall be furnished, free of charge, two certified true copy of the contract documents except standard specifications 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 representatives or by other inspecting officer.

5.48. **SCOPE OF WORK**

The scope of work of this tender will be generally as per specifications, working drawings. Schedule of quantities and general condition of Contract and as directed by Engineer-in-Charge on behalf of purchaser. However the major work is described as follows:-

One garage for 24 Motorcycles with sheet roof & IPS flooring for SPF Barrack and 1.8mtr. high chain link fencing with barbed wire at top using M.S.angle post around B & C type quarters.

1. None of these documents shall be used by the Contractor for any purpose other than that of this contract.
2. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have notified 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.

5.49. **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 similar 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

- (a) Completion period (as originally stipulated) : @ 1 percent per week
not exceeding 6 months
- (b) Completion period (as originally stipulated) : @ ½ percent per week
Exceeding 6 months and not exceeding 2 years
- (c) Completion period (as originally stipulated) : @ ¼ percent per week
Exceeding 2 years

5.50. 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.

- (a) Completion period (as originally stipulated) : 10 percent
not exceeding 6 months
- (b) Completion period (as originally stipulated) : 7 ½ percent
Exceeding 6 months and not exceeding 2 years
- (c) Completion period (as originally stipulated) : 5 percent
Exceeding 2 years

5.51. 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.

SECTION - V

SPECIAL CONDITIONS

- 6.00 There shall be no payment for idle charges of the contractor's work due to any reason.
- 6.01 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 machinery etc. to the contractor for this work.
- 6.02 The contractor shall execute the agreement with the UCIL in the proforma approved by the UCIL for the execution of the work, within fifteen 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 arranged by the contractor at his own cost.
- 6.03 **ELECTRICITY:** UCIL will give necessary power supply on **non chargeable basis, if power available.** Required cables, Switch Board etc. as directed by Chief Supdt.(Elec.),UCIL or his representative should be arranged by the contractor at their own cost.
- 6.04 The EMD deposited by the unsuccessful contractors will be refunded without any interest after award the work or three months opening of tender.
- 6.05 The UCIL, May for the any reason, ask the contractor to suspend the work, fully or partly and the contractor shall comply with same without having any claim whatsoever, for such suspension.
- 6.06 The period of contract, stipulated in the agreement may be extended for the execution of the awarded quantity and similarly the quantity may be varied **± 15% (Fifteen percent)** for execution of the work upto the awarded period, at the awarded rate/rates, at the discretion of the UCIL. This shall however, be without prejudice to the right of the UCIL to impose penalty as stipulated in General Terms and Conditions of the contract.
- 6.07 Persons engaged in welding and gas cutting works shall use suitable welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.

VALUATION AND PAYMENT

7.0 Records and Measurement

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

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

- 7.02 Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 7.03 Before taking measurement of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send as authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken shall be deemed to be correct measurements of the work.
- 7.04 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 7.05 Measurement shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the measurement book by both parties engaged in taking the measurement.
- 7.06 Where mode of measurement is not otherwise specified, the measurement shall be taken at Site as per the latest I.S. Code of practice at the time of tendering.

8.00 **Method of Measurement**

Except where any general or detailed description of the work in quantities expressly shown to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.01 **Payment of Account**

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

- 8.02 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contract is considered entitled by way of interim payment for all work executed, after deducting there from the accounts already paid. The security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 8.03 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.
- 8.04 Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

9.00 **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

9.01 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.

9.02 **Over payments and Underpayments**

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

9.03 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 right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

9.04 If as a result of such audit and technical examination any over payment 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.

9.05 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.

- 9.06 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 contract or account whatsoever.

Cement & Steel:

- 9.07 Cement: Ordinary Portland cement (OPC) complying with the requirements of IS: 269 shall be used for making plain and reinforced concrete, cement grout and mortar.

Other types of cement may be used depending upon the requirements of certain jobs with the approval of the CONSULTANT/PURCHASER. These shall conform to the following standards.

Portland Blast Furnace slag Cement	.....	IS: 455
Rapid Hardening Portland Cement	.....	IS: 8041
43 grade Ordinary Portland Cement	.....	IS: 8112
Hydrophobic Cement	.....	IS: 8043
53 grade Ordinary Portland Cement	.....	IS: 12269

Steel

For Reinforcement:

Reinforcing bars for concrete shall be round steel bars of the following types as may be shown on the drawing:

- 9.07.1 Plain mild steel bars conforming to Grade I of IS:432 "Mild Steel and Medium Tensile Steel and hard Drawn Steel Wire for concrete Reinforcement."
 9.07.2 High Yield strength deformed bars conforming to IS: 1786 "Specification for High Strength Deformed Steel Bars & Wires for Concrete Reinforcement".
 9.07.3 Reinforcement fabrics conforming to IS: 1566 "Hard Drawn Steel Wire Fabric for Concrete Reinforcement."

All reinforcement bars shall be of uniform cross sectional area and be free from loose mill scales, dust, loose rust, coats of paint, oil or other coatings which may destroy or reduce bond.

- 9.08 The contractor shall construct at his own cost suitable godown at site of work for storing adequate quantity of cement in weather proof walls. The cement shall be stacked in rows of two bags each and not exceeding 10 bags in height. A clear walking space of at least 500 mm shall be left in between the two rows as also from the surface of side walls. No material shall be issued by department for construction of contractor's godown / hutment.

- 9.09 Steel Reinforcement: Steel bars of sections shall be stacked at site properly preferably on wooden sleepers, to prevent excessive rusting.

10.0 COMPLETION CERTIFICATE:

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

SAFETY OF CONTACTORS' EMPLOYEES

1. The contractor shall at all times, take all reasonable precaution for the safety of employee, 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 provisions, the contracting officer shall include the safety requirements as recommended by the Health Physics Unit, Jaduguda for a specified contract. In the event that contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order for stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the sole discretion of the Contracting Officer. The contractor shall make no reason of or in connection with such stoppage.
2. Contractor shall have a full time Safety Officer / Engineer when the contractor employ 500 or more persons or when engaged specifically in 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 his other technical/ administrative duties.
3. Contractor shall have at least one person fully trained in First Aid to be present at the site of work all time.
4. Contractor must report to the Safety Officer, UCIL – through their contracting officer every accident involving :-

- **Their personnel**
- **UCIL property or personnel.**
- **Property or personnel of other contractors working at the site.**

4.01 Contractor must report to the Safety Officer, UCIL immediately on becoming aware of any accident of Type - A (see Appendix –1) giving the following information:-

- Name of the informant
- Nature and location of incident being reported
- Name of Supervisor / Engineer–In-charge, location and telephone no. where he can be reached.

4.02 Contractor shall submit their investigation reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A (see Appendix -

4.03 In the case of Type – B accidents (see Appendix – 1) , Contractors shall submit their investigating reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A .

4.04 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form – B (see Appendix – 3) and be sent to the Safety officer (Mill) by the 7th of the next month.

4.05 Prime contractor reports shall include the man days lost and occurrence of accident under the jurisdiction of the Sub-Contractors.

4.06 Contractors shall submit a narrative on safety activities and fire incidents for each month along with Form – B. The review should contain such items as personnel and programme change, major project started and major problem.

5.00 PERSONAL PROTECTIVE EQUIPMENT

All necessary personal protective equipment as considered necessary by the Engineer shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipments are to be provided by the contractor at their own cost.

- (a) All persons employed at the construction site shall use safety helmets. For other types of works, persons working in that area shall also use safety helmets, if advised by Safety Engineer/Engineer.
- (b) Workers employed on mixing asphaltic materials, cement and lime mortars shall use protective goggles, protective feet wear and hand gloves. Use of proper respirators shall be an advantage.
- (c) Persons engaged in welding and gas cutting works shall use suitable welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.
- (d) Stone breakers shall use protective goggles. They shall be seated at sufficiently safe intervals of distance.
- (e) Persons engaged in or assisting in shot blasting operations and cleaning the blasting chamber shall use suitable gauntlets, overalls, dust-proof goggles, boots and protective hood supplied with fresh air at the minimum rate of 9m³/hr.
- (f) All persons working at heights more than 4.5m above ground or floor and exposed to risk of falling down shall use safety belts, unless otherwise protected by cages, guard railings, etc. In places where the use of safety belts is impractical, suitable net of adequate strength fastened to substantial supports shall be employed.
- (g) All powered two-wheeler motorcycle and scooter drivers and their pillion riders shall wear crash helmets inside the Project/Plant sites.
- (h) When workers are employed in sewers and inside manholes, which are in use, the Contractor shall ensure that the manholes are opened and are adequately ventilated at least for an hour. After it has been well ventilated, the atmosphere inside the space shall be checked for the presence of any toxic gas or oxygen deficiency and recorded in the register before the workers are allowed to get into

the manholes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards to prevent accidents. There shall be proper illumination in the night.

6.00 SAFETY OFFICER/SAFETY CO-ORDINATOR

The Contractor shall have a Safety Officer or a supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of different safety requirements of the contract work. The person thus designated will in general co-ordinate with the Engineer on matters of safety and in particular ensure that the Safety Guide is complied with fully. His name shall be displayed on the Notice Board at a prominent place at the work site

(APPENDIX – 1)

CLASSIFICATION OF ACCIDENTS

TYPE – A

1. Fatal injury.
2. Serious injuries such as fracture, dislocation, severe burns etc. necessitating hospitalisation.
3. Any injury to five or more persons.
4. Accidents resulting in damage by fire, explosion etc.

TYPE – B

1. Minor injuries which results in laceration, abrasion, contusion etc.
2. Disabling injuries but not requiring hospitalisation.

(APPENDIX – 2)

(FORM – A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project :

Nature of contract :

Name of Engineer In-Charge :

Name of injured person :

Age :

Address :

Date and Time of accident :

Place where accident occurred :

Nature of job :

What was injured person doing :
at the time of accident

Description of accident (in detail) :

Nature of injuries :

What was defective or in wrong :
condition that was responsible
for the accident

What was wrong with working :
methods / instructions

What steps should be taken :
to prevent reoccurrence of such accidents

Name of witness : 1.

2.

Safety representative's remarks
with signature and date :

(APPENDIX – 3)

(FORM –B)

SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the contractor :

Name of project :

Name of the sub – contractor :

Name of safety representative
of the project :

Total nos. of persons Male Female
working in the project :

Engineers :

Supervisors :

Labours :

Total nos. of accidents
(including Type A & B) :

Disabling injuries :

Non – disabling injuries :

(Signature & stamp of Contractor)

cc: Engineer – In-charge
cc: Safety officer, UCIL, Tummalapalle

Schedule of quantities

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

Authorised representative's Signature

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

Authorized representative's Signature