



**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

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

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

Telefax: 08588-282704, E-mail : - [drbnk.reddy@uraniumcorp.in](mailto:drbnk.reddy@uraniumcorp.in)

**ITEM RATE PUBLIC TENDER**

**F O R**

**Deployment of General Physician and Gynaecologist on 'part-time' basis  
at UCIL Tummalapalle**

NIT No: UCIL/TMPL/CSR/03/2025, Date: March 10 ,2025

**PART – I**

**TECHNO-COMMERCIAL PART**



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## **NOTICE INVITING TENDER**

NIT No: UCIL/TMPL/CSR/03/2024, Date: **March 10, 2025**

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

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

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

<b>Name of the work:</b>	<i>Deployment of General Physician and Gynaecologist on 'Part-Time' basis at UCIL Tummalapalle</i>
<b>Estimated value of work</b>	<i>Rs 16,84,179/- (Rupees Twenty Lakhs Seventeen Thousand and Four Hundred Forty only)</i>
<b>Earnest Money Deposit (EMD):</b>	<i>Rs.16,850/- (Rupees Sixteen Thousand Eight Hundred and Fifty Only) in form of DD taken in favour of "URANIUM CORPROATION FO INDIA LIMITED, Payable at SBI, Pulivendula Main branch (Bank code: 0989)</i>
<b>Cost of Tender document:</b>	<i>Rs.500/- (Rupees Five Hundred Only) in form of DD taken in favour of "URANIUM CORPROATION FO INDIA LIMITED, Payable at SBI, Pulivendula Main branch (Bank code: 0989)</i>
<b>Mode of Submission</b>	<i>Through <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> Web site only.</i>
<b>Completion Time &amp; Extension time</b>	<i>36 (Thirty-Six) months from the date of commencement and extended up to 06 months (180 days) beyond the actual stipulated contract period if required at the discretion of the management with mutual consent.</i>

### **A. Procedure for Bidding**

1. The bids are to be submitted through e-procurement system through UCIL e-procurement website <https://etenders.gov.in/eprocure/app> in two-parts, viz. **Part-I:** Technical & Commercial Proposal and **Part-II:** Price proposal.
2. **Bids not submitted through e-procurement system will be rejected.**
3. For participating in the online Tenders, aspiring Bidders /Contractors who have not registered in e-procurement website should register through the website e-procurement website (<https://etenders.gov.in/eprocure/app> ).
4. Class- III Digital Signature Certificate (DSC) is mandatory to participate in e-procurement.
5. Participating bidders /contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
6. For details, registration and Tender Submission, please visit e-procurement website <https://etenders.gov.in/eprocure/app> or contact e-procurement Helpdesk
7. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002/ 0120-4001 005 / 0120- 4493395 or for any email support approach Technical : support-eproc@nic.in

For URANIUM CORPORATION OF INDIA LIMITED  
Sd/-

**B. Important Dates**

Date of commencement of Sale of Tender document	<b>March 10, 2025</b>
Date and time of Closing of Sale of Tender	<b>April 01, 2025 @ 2.00PM</b>
Date of opening of tenders (Technical Part Only)	<b>April 02, 2025 @ 2.00PM</b>

## **SPECIAL CONDITIONS OF TENDER**

## **A. SCOPE OF WORK**

The scope of work shall include the following.

Deployment of both General Physician and Gynaecologist at UCIL Tummalapalle Hospital to conduct village medical camps in surrounding villages of UCIL.

### **1.1. Supplies and Arrangements**

This includes the following.

- The deputed both General Physician and Gynaecologist shall carry all the basic required medical instruments like Stethoscope, Thermometer, BP meter, etc. while reporting at UCIL hospital for village medical camps.
- UCIL shall provide one assisting staff, Vehicle with driver, basic medicines required to conduct the medical camps, minimum furniture required for camp, etc. free of cost.
- Tentatively there will be 12-13 visits per month for General Physician and 02-04 visits per month for Gynecologist which shall be distributed throughout the month. The frequency of camps may vary at the discretion of UCIL.
- Each camp will be of about 5 (Five) Hrs. duration in a day covering multiple villages.
- The medical camp will be conducted during 'Day hours' only.
- The deputed General Physician and Gynaecologist shall be required to compile and maintain all the data related to medical camps like details of patients examined, diagnosed and treated, medicines used during the camp, etc.

### **1.2. Duration of the Contract**

The duration of the contract shall be 36 (Thirty-Six) months. However, the contract may be renewed for another term of **06 (Six) months** at the discretion of the management with mutual consent under the same rates, terms and conditions subject to satisfactory performance by the bidder.

## **B. WORK SPECIFICATIONS**

### **1.1. Location of Tummalapalle Project**

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

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

### **1.2. Location of Villages**

All the surrounding villages viz. Tummalapalle, Mabbuchintalapalle, KK Kotala, Bhumaiahgaripalle, Kanampalle, Rachakuntapalle and Velpula are located within 15 Km radius of UCIL hospital at colony.

### **1.3. Timings of Medical camps**

The tentative Schedule of camps are as follows.

<b>General Physician on every week</b>			
<b>Session</b>	<b>Day of week</b>		
	<b>DAY 1</b>	<b>DAY 2</b>	<b>DAY 3</b>
<b>First Session</b>	B G Palle	Mabbuchintalapalle,	Kanampalle
<b>Second Session</b>	R K Palle	Tummalapalle,	KK Kotala & Velpula

<b>Gynecologist on every month</b>			
<b>Session</b>	<b>Day of week</b>		
<b>1<sup>st</sup> and 3<sup>rd</sup> visit of the month</b>	B G Palle	Mabbuchintalapalle	Kanampalle
<b>2<sup>nd</sup> &amp; 4<sup>th</sup> visit of the month</b>	R K Palle	Tummalapalle	KK Kotala & Velpula

**Note: The above schedule has to be followed. However, the above visits may be increased/ decreased and also schedule may be changed at the discretion of UCIL.**

- 1.3.1.** The Medical officer to be deployed shall be qualified with MBBS degree and shall have valid registration and license to practice.
- 1.3.2.** The Contractor shall not engage any agent or enter into sub-contract with any other service provider for running the said services.
- 1.3.3.** The deputed General Physician and Gynecologist shall neither charge the villagers for medical consultation nor shall carry any business other than running the camp in the villages.

## **1.4. Scope of the Tenderer**

### **1.4.1. Supplies by the Tenderer**

- 1.1.1.1. Unless specified in the '**List of Free Supply from UCIL**', it will be the responsibility of the Tenderer to bring all materials, plant, equipment, accessories, tools, special tools if any, tackles, spares, consumables, for the smooth erection and conduct of medical camps.
- 1.1.1.2. All the supplied items of the tenderer as per the price format must meet the technical specifications mentioned in the tender document.

### **1.4.2. Safety related Conditions**

- 1.1.1.3. The Tenderer shall at all times, take all reasonable precaution for the safety of employees, including these of sub-Contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws.
- 1.1.1.4. In the event that the Tenderer fails to comply with these provisions, the Officer-in-Charge may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Tenderer shall make no reason of or in connection with such stoppage.
- 1.1.1.5. The tenderer must ensure that while working inside the premises of other organizations during the course of executions of this work, all the safety and security provisions as may be applicable thereof are complied adequately. At its own cost and risk.

### **1.4.3. Special Instructions by UCIL**

- 1.1.1.6. UCIL shall have the right to give any instruction to the Tenderer necessary for the safe and orderly execution of the work and/or to forthwith remedy/ modify/ remove/ stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.
- 1.1.1.7. In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.

#### **1.4.4. Conditional Tender**

Conditional tender will be summarily rejected.

#### **1.4.5. General**

- 1.1.1.8. In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment /short payment by the Tenderer or his employee or any accident involving the employees /dumpers /equipments of the Tenderer or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act /rules/Regulations /Bye-laws /Orders, by the Tenderer, the Tenderer shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the Tenderer against all such claims.
- 1.1.1.9. If the UCIL suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the party of the his representative/employees or from the dumpers/equipments of the Tenderer, the value of the same as assessed by the UCIL shall be recovered from the Tenderer's bill/security deposit. The decision of the UCIL on this regard shall be final and binding on the Tenderer.
- 1.1.1.10. The UCIL shall have full right to deduct any excess payment/penalties/claims dues/taxes/levies etc. deductible/recoverable from the Tenderer as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the Tenderer for any amount payable to him against this contract or any other contract with the UCIL.

#### **1.4.6. Payment of Idle Charges & Other Payments**

- 1.1.1.11. There shall be no payment for idle charges of the Tenderer's equipment's due to any reason.
- 1.1.1.12. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by UCIL towards Labor, Plant and Machinery etc. to the Tenderer for this work.
- 1.1.1.13. The Tenderer shall bear all costs and expenses for the execution of the contract. The UCIL shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract.
- 1.1.1.14. In case payment of laborers engaged for this work, has not been made on stipulated payment day, UCIL shall compel the Tenderer to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Tenderer.

#### **1.4.7. Laws Governing the Contract**

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

#### **1.4.8. Inspection of Site**

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

### **1.5. Other Terms & Conditions Applicable to the Tenderer**

#### **1.5.1. Law of the Land:**

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

**1.5.2. Execution of Agreement:**

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

**1.5.3. Commencement of Work:**

The tenderer shall start the work within **08 (EIGHT) DAYS** from the date of issue of the Work Order (or) as desired by the Officer-in-Charge of the work based on the availability / demand of the plant.

**1.5.4. Payment Terms:**

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

**1.5.5. Release of Bills:**

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

**1.5.6. Security Deposit:**

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

**1.5.7. Site Conditions Etc:**

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

**1.5.8. Stoppage of Work:**



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

**1.5.9. Working Hours:**

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

**1.5.10. Defect Liability Period:**

There will be no defect liability period for this work.

**1.6. Scope of UCIL**

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

**1.6.2.** UCIL shall provide one assisting staff, Vehicle with driver, basic medicines required to conduct the medical camps, minimum furniture required for camp, etc. free of cost.

**1.7. Escalation:**

**1.7.1. Labour Escalation**

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

**1.7.2. Material Escalation**

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

**1.8. Variation Of Quantity:**

**1.8.1. Variation – Individual Items:**

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

**1.8.2. Variation – Overall:**

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

**1.8.3. Rates for Additional Quantities**

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

**1.8.4. Quoted Rate**

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

**1.8.5. Taxes & Duties:**

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

**1.9. Bar Chart:**

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

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

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

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

**C. Questionnaire-cum-Undertaking to be Filled up by the Tenderer**

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

## SECTION: I-B

**Note:** The tenderer has to fill up the remarks as applicable

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

## SECTION: I-C

**Note:** The tenderer has to fill up the remarks as applicable

Description		Remarks
1. GST Registration Details	Do you have GST Registration? (Yes /No)	
	If yes, have you uploaded the scanned copy of GST Registration? (Uploaded /Not Uploaded)	NOT APPLICABLE
	If yes, have you uploaded the proofs of payment of GST for the period July, 2017 – December, 2017? (Uploaded /Not Uploaded)	NOT APPLICABLE
2. Permanent Account Number for Income Tax	Do you (bidder) have Permanent Account Number?	
	If yes, have you uploaded the scanned copy of Permanent Account Number for Income Tax (Uploaded /Not Uploaded)	NOT APPLICABLE
3. Income Tax Return for Last Three Years (Assessment Year)	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year 2016-17 (Uploaded /Not Uploaded)	NOT APPLICABLE
	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year 2015-16 (Uploaded /Not Uploaded)	NOT APPLICABLE
	If yes, have you uploaded the scanned copy of Income Tax Return for the financial year 2014-15 (Uploaded /Not Uploaded)	NOT APPLICABLE
4. Provident Fund Registration	Do you have Provident Fund Registration? (Yes /No)	
	If yes, have you uploaded the scanned copy of Provident Fund Registration? (Uploaded /Not Uploaded)	NOT APPLICABLE
5. Certificate /proof of registration of the firm /company with the Register of firm /companies  <b>Note:</b> • Refer to PQC-1 (i) • Fill up if applicable	Registration Number, if available	
	Date	
	Enclosed /Not Enclosed	
6. Contract labor Regulation and Abolition Act Registraton No.	Contract labor Regulation and Abolition Act Registered No. (Available /Not Available)	NOT APPLICABLE
	Contract labor Regulation and Abolition Act Registered No. (Uploaded /Not Uploaded) - Upload if available	NOT APPLICABLE
	Number & Date (Write if available)	NOT APPLICABLE

SECTION: I-D		
Description		Remarks (The tenderer has to fill up the remarks as applicable)
7. Income Expenditure /Profit and loss account of last three years  <b>Note:</b> <ul style="list-style-type: none"> <li>Refer to PQC-1 (i)</li> <li>Fill up if required.</li> </ul>	2023-24 (Enclosed /Not Enclosed)	NOT APPLICABLE
	2022-23 (Enclosed /Not Enclosed)	NOT APPLICABLE
	2021-22 (Enclosed /Not Enclosed)	NOT APPLICABLE
8. Turnover, Rs Lakhs  <b>Note:</b> <ul style="list-style-type: none"> <li>Refer to PQC-1 (i)</li> <li>Fill up if required.</li> </ul>	2023-24	Quoted/ Not Quoted
	2022-23	Quoted/ Not Quoted
	2021-22	Quoted/ Not Quoted
	Average of Three Years	Quoted/ Not Quoted
9. Profit after tax, Rs Lakhs  <b>Note:</b> <ul style="list-style-type: none"> <li>Refer to PQC-1 (i)</li> <li>Fill up if required.</li> </ul>	2023-24	NOT APPLICABLE
	2022-23	NOT APPLICABLE
	2021-22	NOT APPLICABLE

# **Pre-Qualification Criteria (PQC)**

**SPECIFIC ATC (Deployment of General Physician and Gynaecologist on 'Part time' basis at UCIL Tummalapalle)**

SL. No.	Type of Criteria	Description of Criteria
PQC-1	Financial Standing:	The bidder should have average annual financial audited turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.
PQC-2	Experience:	<p>a. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or</p> <p>(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or</p> <p>(iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.</p> <p><b>Definition of "similar work":</b> Deployment of General Physician or Gynecologist or any doctor on Part-time basis or full time basis'.</p>

## **PQC additional documents:**

The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders. But there is no bar to seek clarification or authentication of submitted documents. Also If desired, UCIL may ask the bidders to submit the additional documents relevant to eligibility in the tender for ensuring the genuineness of the bidder. However, in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQC-criteria may be allowed subject to the condition that

- a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT. And the opportunity of submission of additional documents will be given to all the bidders.

## **Special Note for MSME Bidders:**

- a) ***The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the benefit of following issue of Tender document (if any) & EMD at free of cost. Bidders registered as manufacturers in the specific category items / Service providers in the specified tendered services" are only eligible for the benefit of issue of Tender document (if any) & EMD at free of cost.***
- b) ***Exemption also been given from submission of previous Experience (PQC-2) & financial criteria (PQC-1) to any of MSME/NSIC bidders. Bidders who have registered in MSME under specific NIC fields may be exempted from submission of documents against Pre-Qualification criteria.***

## **ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER**

1. Before submission of tender, the Tenderers are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
2. The Tenderer shall submit his tender strictly in accordance with the tender specification and terms & conditions laid down in the tender document. No tender will be accepted by Post / Courier.
3. By submitting a tender for the work in e-tender, a 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 respect according to the specification and other working conditions.
4. The Tenderer should mention their Price/ Item rates in figures as well as in words. In case of any dispute / ambiguity, the price/ rates mentioned in words shall be considered as final. No insertions, postscripts, additions and alterations shall be recognised unless confirmed by the Tenderer's signature.
5. Tender bids (Technical as well as price) shall be submitted strictly in a manner asked giving full details / information necessary for assessing their offer
6. Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
7. Tender documents are not transferable.
8. ***The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the benefit of following issue of Tender document (if any) & EMD at free of cost. Bidders registered as manufacturers in the specific category items / Service providers in the specified tendered services" are only eligible for the benefit of issue of Tender document (if any) & EMD at free of cost.***
9. ***Exemption also been given from submission of previous Experience (PQC-2) & financial criteria (PQC-1) to any of MSME/NSIC bidders. Bidders who have registered in MSME under specific NIC fields may be exempted from submission of documents against Pre-Qualification criteria.***  
**Special Note:**
10. ***Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in black listing of respective vendor's /contractor for a period of 01 year for a period of minimum 01 year to maximum of 02 years.***
11. ***Special Note: Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in***
  - a. ***short closure of order /contract with a prior notice of 07 days***
  - b. ***Black listing of respective vendor's /contractor for a period of minimum 01 year to maximum of 02 years.******Upon the not commencing the order/ not satisfactory execution of contract by the contractor, the decision on short closure / blacklisting is completely at the discretion of UCIL only.***
12. ***The eligibility will be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ-Criteria may be allowed subject to the condition that***
  - a. ***"Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.***
  - b. ***The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT***
  - c. ***The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.***

***The opportunity of submission of additional documents be given to all the bidders.***



# FORMS

## **A. FORM OF TENDER**

To

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

Signature :.....

Address :.....

.....

Name of partners of the Firms :

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

## **B. ARTICLES OF AGREEMENT**

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and ..... constructed as part of this Agreement, viz :

- (a) Tender Notice No.....Dated .....
- (b) The Drawings
- (c) The Tender
- (d) The General Conditions of Contract
- (e) The Specifications
- (f) The Special Conditions
- (g) The Schedule of Quantities
- (h) Design Data and Technical Specifications (if any)
- (i) General Information and Guidance for Tenderers
- (j) Any other document specifically mentioned herein as forming a part of the Agreement.

3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor here by covenants with Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.

5. The several parts of this contract have been read to us and fully understood by us. AS WITNESS OUR and this.....day of .....

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

In the presence of .....

Signed by the said .....  
Contractor

In the presence of .....

# GENERAL CONDITIONS OF TENDER

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

## **A. DEFINITION**

- 1 Singular and plural - Where the context so requires, words importing the singular only also include the plural and vice versa.
- 2 Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 3 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post Office and Town Jaduguda Mines - 832102, in the State of Jharkhand and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- 4 The 'Accepting Authority' shall mean the authority nominated by "Corporation".
- 5 The 'Contract' shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these Conditions with appendices and any Special Conditions, the Specifications, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 6 The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 7 The 'Contract Sum' shall mean:
  - (i) In the case of Lump sum contracts the sum for which the tender is accepted;
  - (ii) In the case of Percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage;
  - (iii) In the case of Item Rate Contract the cost of the work arrived at after multiplying of the quantities shown in Schedule of Quantities by the Item Rates quoted by the tenderer or as finally accepted for the various items.
- 8 A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 9 'Engineer-in-charge' shall mean the Engineering Officer appointed by the undertaking or his duly authorized representative who shall direct supervise and be-in charge of the works for purpose of this contract.
- 10 'Excepted risks' are risks due to riots (otherwise than among Contractor's Employees) and civil commotion ( in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of Gods, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
- 11 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned to cover all over-heads and profit.
- 12 The 'Site' shall mean the lands and /or other places on, under in or through which the work is to be executed under the Contract including any other lands of places which may be allotted by the Corporation's or used for the purposes of the contract.

- 13 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion maintenance of the works.
- 14 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.
- 15 A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- 16 The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

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## **B. FILLING UP THE TENDER FORM**

1. Rates - The Tenderers are required to quote the rates against all items of the schedule of Quantities in words and figures clearly, failure in this respect is liable to render the tender incomplete. The incomplete tenders may be rejected.
2. The tenderer shall submit along with the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, condition of contract etc. or Schedule of Quantities is required, the same can be obtained by the Tenderer's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.
5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each 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 his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for 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.
7. The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in, and complete he shall request the Corporation to have this done before he completes and delivers his tender.
8. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time specified in the contract. In compliance with this, the tenderer shall along with tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year preceding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest years.
9. Each of the tender documents is required to be signed by the person or persons submitting the tender in his/her hand-writing in token of his/her having acquainted himself/themselves with the General Conditions of Contract, General Specification, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to rejection.

10. The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderer. Over-writing of figures is not permitted to comply with any of these conditions will render the tender invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained.
11. Item rates should be submitted in duplicate and the 2<sup>nd</sup> copy shall necessarily be Xerox/Carbon copy of the original copy duly signed by the tenderer.

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## C. SECURITY DEPOSIT

1. The amount of Security Deposit including the amount of Earnest Money shall be 10% of the quoted cost of the work.
2. Upon acceptance of the tender, the successful tenderer shall within ten days of the written acceptance of his tender, deposit with the Corporation the requisite amount to make the Security Deposit 5 % (five per cent) of the value of the works at the accepted rates. Such sum shall be deposited by the Contractor in any of the forms stipulated hereunder.
3. Acceptable mode of Payment of 5% (Five percent) Initial Security Deposit:
  - i) ***For Initial Security Deposit up to Rupees Five thousand only:*** Cash/Pay Order/Demand Draft payable at SBI Main Branch, IFSC Code SBIN000989, Pulivendula.
  - ii) ***For Initial Security Deposit beyond Rupees Five thousand and upto Rupees One Lakh only:*** Deposit at Call/Term Deposit etc. of any Nationalised Bank duly pledged in favour of Uranium Corporation of India Ltd.
  - iii) ***For Initial Security Deposit beyond Rupees One Lakh:*** Bank Guarantee issued by any Nationalised Bank.
4. Contractor shall be permitted to submit Bank Guarantee in the denomination of rupees One lakh or simple multiple thereof, in exchange of Security Deposit deduction made from Running Account Bills. However, Bank Guarantee shall not be accepted for fractional sums less than Rupees One Lakh.
5. In addition to the above, further amounts to the extent of 5% of the cost of the work will be deducted from the running monthly bills by way of percentage deductions, such percentage deductions shall be at 10% of the running monthly bills till the full amount of Security Deposit is realized /retained by the Corporation.
6. Contractor shall be permitted to submit Bank Guarantee in the denomination of Rupees one lakh or simple multiple thereof, in exchange of Security Deposit deduction made from Running Account bills. However, Bank Guarantee shall not be accepted for fractional sums less than Rupees One lakh.
7. If after the tender has been accepted, the tenderer fails to pay the Security Deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The tenderer shall not be allowed to increase/withdraw his tender within THREE MONTHS from the date of opening of the tender and if he does so the Earnest Money deposit may be forfeited.
8. The Contractor shall permit the Corporation at the time of making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 10% on the gross amount of bill till the sums so deducted amount to the figure desired.
9. All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
10. Refund of Security Deposit - One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per Condition.

11. On expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable in accordance with Condition, whichever is later, the Engineer-in-charge shall, on demand from the Contractor refund to him the remaining portion of the Security Deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

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## **D. PRE TENDERING ACTIVITY**

- 1 Inspection of Site - The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require availability of labour, Water, electric power and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The inspection of the site is to be carried out by the tenderer at their cost and risk. The corporation will not pay any amount against this.
- 2 Sufficiency of Tender - Description of item in the Schedule of Quantities is brief and therefore shall be reading conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion, maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the works. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the tenderer shall be inclusive of all taxes, duties and other statutory levies.

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## **E. CONTRACTORS RESPONSABILITY AT WORK**

- 1 The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.
- 2 The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provided all labour and setting out apparatus required and set out the works and responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-charge directs their earlier removal.
- 3 Site Drainage - All water which may accumulate on the site during the progress of the works or in trenches and excavation shall be removed from the site to the satisfaction of the Engineer-in-charge and the Contractor's expense.

- 4 Nuisance - The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.
- 5 Materials obtained from Excavation - Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.
- 6 Treasure Trove, Fossils Etc. - All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.
- 7 Protection of Trees - Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within one metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.
- 8 Watching and Lighting - The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.
- 9 Contractors Supervision-Site Supervisory Staff - The contractor shall engage and keep at site, qualified technical staff engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.
- 10 Inspection and Approval - All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- 11 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement, of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-charge or his authorised representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considered it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-charge.
- 12 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.
- 13 Uncovering and Making Good - The contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.
- 14 None of the documents issued by the Corporation to the Contractor shall be used by the Contractor for any purpose other than that of this contract.
- 15 Facilities to Other Contractors - The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the works.
- 16 Sub-Contracts - The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

- 17 The Contractor must follow the instructions of the Corporation's representative and carry on the work as per Corporation's directions. Prevailing UCIL's General Conditions of Contract pertaining to the execution of Work shall be applicable and binding on the Contractor.
  - 18 In case the Contractor fails to perform in partially or wholly, the Corporation will have right to get the work done partially or wholly, at their option departmentally or by some other agency and if any extra cost is incurred thereby, the same will be recovered from the Contractor's bill or Security Money.
  - 19 The Contractor will be held responsible for any accident or damage to his vehicle or to his staff or any other person or property and any compensation payable shall be borne by the Contractor. In case the compensation is paid by the Corporation on the account of the Contractor, the same shall be recovered out of any amount due to the Corporation on any account as the Corporation deem fit. If for any Act of the Corporation is involved in litigation/Court case, the entire responsibility for all cost incurred by the Corporation for defencing/conducting the court case should evolve on the Contractor and the expense thus incurred by the Corporation should be met by the Contractor. The Corporation shall have full powers to realise these charges by deduction from any dues to the Contractor, or from the Security Deposit.
  - 20 The Contractor will have to make his own arrangements for accommodation of his labour and staff.
  - 21 The vehicles engaged must be fully road worthy and have full valid papers.
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## **F. RESPONSIBILITIES AND POWER OF CORPORATION**

- 1 The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.
- 2 Contract Documents - The Contractor shall be furnished, free of charge, two certified true copy of the Contract Documents except Standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representative or by other Inspecting Officer.
- 3 Deviation/Variation Extent & Pricing - The Engineer-in-charge shall have power (i) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alteration, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Conditions mentioned.
- 4 Duties and Powers of Engineer-in-charge's Representative - The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works without the approval of the authority and with the full knowledge of the contractor..
- 5 The Officer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.



- 6 Failure of the Representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 7 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.
- 8 The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. The estimate shall be applicable for this purpose only and for no other.
- 9 For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.
- 10 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 11 All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 12 The Contractor or his Agent shall be in attendance at the site/sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had given to the Contractor himself.
- 13 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
- 14 If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived in consequence of the foreclosure of the whole or part of the works.
- 15 The Contractor shall be paid at Contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent because of the foreclosure:
- 16 Accepting Authority is Chairman & Managing Director of Uranium Corporation Of India limited.

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## G. LABOUR

- 1 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 2 The Contractor shall furnish to the Engineer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer-in-charge or to the officer so nominated. Contractor should also inform the number of female workers who have been allowed maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 3 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

- 4 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 5 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, or any other law relating thereto and Rules made there under from time to time.
- 6 The Contractor shall be liable to pay his contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 7 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Act.
- 8 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour(Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 9 In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under /amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.
- 10 Model rules for Labour Welfare. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for labour Welfare as provided under the Rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 11 Failure to comply with model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- 12 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at Site and the Contractor shall on no account be allowed to extent him operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall be a license subject to the following and such other terms and conditions as may be imposed by the license :-
  - (i) that he shall pay a nominal license fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him,
  - (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,
  - (iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge,
  - (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

- 13 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.
- 14 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
- 15 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 16 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

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## H. TIME SCHEDULE

- 1 **Suspension of Works** - The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
  - (i) on account of any default on part of the Contractor,
  - (ii) for proper execution of the works or part thereof for reasons other than the default of the Contractor,
  - (iii) For safety of the works or part thereof.
- 2 **Time and Extension for Delay** - The time allowed for execution of the works as specified in the Special terms and conditions, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty forfeit the Earnest Money/Security Deposit absolutely.
- 3 **Time and Progress Chart**. - As soon as possible after the Contract is concluded the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.
- 4 The delay due to the following reason may be considered for not imposing fine what so ever on the contractor:  
force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, delay on the part of other Contractors or tradesman engaged by Corporation in executing work not forming part of the Contract, non-availability of stores, which are the responsibility of Corporation to supply, non-availability or break-down of Tools and Plant to be supplied or supply by Corporation, any other cause which, in the absolute discretion of the Corporation, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use

constantly his best endeavors to prevent or make good the delay and shall to all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 5 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.
- 6 In any such case the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge.
- 7 **Compensation for Delay:** If the Contractor fails to maintain the required progress in terms of the condition of this Contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered.
  - (i) Completion period (as originally stipulated) : @ 1 % per week
  - (ii) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: @ 1/2 % per week
  - (iii) Completion period (as originally stipulated) exceeding 2 years.: @ 1/4 % per week
- 8 Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

Completion period (as originally stipulated) not exceeding 6 months: 10 percent.  
Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: 7-1/2 percent.  
Completion period (as originally stipulated) exceeding 2 years: 5 percent.
- 9 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.
- 10 **Date of Commencement-** Within Fifteen Days from the date on which written order is issued to commence the work if otherwise no other date is indicated (or) As desired by the officer-in-charge based on the demand of the plant.
- 11 **Work Schedule** - The contractor will normally be permitted to carry out the work as per indicated in the special conditions.
- 12 **Completion Time** - The work has to be completed within the time as indicated in the special conditions. Under normal circumstances no extension shall be granted.
- 13 **Temporary Stoppage of Work** - Ordinarily suitable intimations will be given to the contractor by the Corporation in case the work is to be suspended temporarily owing to break down in the plant, machinery etc.
- 14 **Stoppage of Work by the Contractor** - An advance of minimum 24 hours has to be given by the Contractor in writing to the Corporation in the event of anticipating possible discontinuation of work for any reason.
- 15 **Working during Night or on Sundays and Holidays** - Any deviation in the contract timing should be with prior permission from the officer in charge.
- 16 **Completion Certificate** - As soon as the working is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of completion indicating
  - (a) the date of completion,
  - (b) defects to be rectified by the Contractor and/or
  - (c) items for which payment shall be made at reduced rates.

When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. Not certificate of completion shall be issued, nor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary

arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings levelled keys clearly and handed them over to the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials except for any sum actually realised by the sale thereof loss the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

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

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## I. PAYMENT

- 1 Interim bills shall be submitted by the Contractor at intervals fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 2 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting therefrom the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 3 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are accordance with the contract.
- 4 Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.
- 5 Time Limit for Payment of Final Bill - The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
  - (a) Contract amount not exceeding Rs. 5 lakhs : Four months.
  - (b) Contract amount exceeding Rs. 5 lakhs : Six months.
- 6 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract provided however no reimbursement or refund shall be made if the increase/decrease is not more than +10% of the said price, and if so the reimbursement or refund shall be made only on the excess over + 10% provided that any increase will not be payable if such increase has become operative after the Contract or extended date of completion of the works or items of work in question.
- 7 Overpayments and Under payments - Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any

- sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the amount. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the withstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 8 If as a result of such audit and technical examination any overpayment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
  - 9 Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
  - 10 Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contractor or account whatsoever.
  - 11 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site, to their full value (as to Corporation's T & P according to the value indicated), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of the Corporation and the Contractor. The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned the same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the work and/or goods destroyed or damaged as the case may be.
  - 12 Any expenditure arising out of preliminary site work e.g.; temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks will be payed as per the contract
  - 13 Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
  - 14 The contractor shall if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.
  - 15 Market Rate-Percentage addition to cover overhead addition to cover overhead and profit. : Ten per cent.
  - 16 Retention Money: 10 (Ten) per cent will be kept till the final bill is settled.

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## **J. DEFECTS LIABILITY PERIOD**

- 1 The Contractor shall be responsible to made good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period mentioned hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.
- 2 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Government T

- & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Corporation's T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.
- 3 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contract in favour of the Corporation, provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
  - 4 Where the Corporation building or a part thereof is rented by the Contract he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.
  - 5 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify caused by the Excepted Risks.
  - 6 The Contractor shall at all times indemnify the Corporation against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agent, or servants) and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other Law relating thereto.
  - 7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
  - 8 The Contractor shall prove to the engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period.
  - 9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
  - 10 If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recovery the same as debt due from the Contractor.
  - 11 In case the Job / Work is divided in part or so the defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
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## K. LEGAL REQUIREMENT

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

The Mines Act.

The Indian Electricity Act,

The Indian Explosive Act,

The Minimum Wage Act.

The Indian Atomic Energy Act.

The Contract Labour Act.

The Employees Provident Fund Act

Atomic Energy Act

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

- 1 This contract shall be governed by the Indian laws for the time being in force and it shall be deemed to have been executed at Tummalapalle, Andhra Pradesh within the ordinary Civil Jurisdiction of the Competent Courts in the high court, Andhra Pradesh.
- 2 Minimum wages to be payed as fixed by Assistant Labour Commissioner, Central, Hyderabad from time to time for different category of labour as fixed.
- 3 Contract Labour Act : As a transport contractor you should obtain a licence from the competent authority for engaging the labourers as required under the provision of the Contract Labour Regulation & Abolition) Act 1970 and Rules framed thereunder as applicable to Central Government Undertakings. The licence may be shown to the competent authority as required.
1. Formalities Regarding the Contract : Before commencing the work, Contractor will have to take Third Party Insurance and Insurance to cover risk for Injury/Accident of labourers engaged. The Insurance Policies should be submitted to Accounts Department of UCIL, Indemnifying the UCIL from all liabilities under Workmen Compensation Act for Accident / Injury etc.
- 4 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.
- 5 Tenderer is required to get acquainted with the legal conditions before filling up the tender document.

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## L. SAFETY

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

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

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety



representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

3. Contractors shall have at least one person fully trained in First Aid present at the site of work all the time.
4. Contractors must report to the Officer In-charge through their contracting officers every accident involving. (a) their personnel, (b) UCIL property or Personnel, (c) Property or personnel of other contractors working on the site, (d) Name of the Person/s, (e) Nature and location of incident being reported, (f) Name of Supervisor/Engineer-in-charge, location and telephone number where he can be reached.
5. Contractors shall submit their investigation reports, in the format provided, through their contracting officer, to the Officer In-charge immediately but not later than 3 working days after the occurrence of accident.
6. Monthly summary of accidents and cases of fire shall be prepared by each contractor and be sent to the Officer In-charge.
7. Prime contractor reports shall include the man days lost and occurrence of accidents under the jurisdiction of the sub-contractors.
8. Contractors shall submit a narrative on safety activities and fire incidents for each month. The review should contain such items as personnel and programme change, major project started and major problems.
9. All safety appliances and protective clothing shall be provided to the workers by the Contractor at his cost.

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## **M. TOOLS, PLANT, EQUIPMENT AND MATERIAL**

- 1 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of Engineer-in-charge unless such damage is caused because of negligence of crew provided by the Corporation.
- 2 A Log Book for recording hours during which every item of Corporation's T & p issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorised agent. In case the Contractor contests correctness of any entry and /or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding upon him. Hire charges shall be calculated in accordance with the Log Book.

## **N. ADDITIONAL WORK**

- 1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor.
  - (a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus
  - (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge. Rates for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows :-
    - (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the Contractor the applicable rate shall be taken from the Schedule of Quantities of that at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
    - (ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more Schedule of Quantities form part of the contract, the rate shall be derived from the nearest similar item in other Schedule of Quantities.
    - (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of work shall be carried out at the rate entered

in the C.P.W.D Schedule of Rates current rate then, plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Measurement Contracts based on item rates or Lump-sum contracts based on Bill of Quantities or Percentage Rate Contracts.)

- (iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter giving due consideration to the rate claimed by the contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposed to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). For this purpose the purchase voucher etc. will be produced by the contractor to the Engineer-in-charge.

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## O. DISCREPANCIES

- 1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract.
- 4 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules :
  - (c) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
  - (d) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  - (e) All errors in totalling in the amount column and carrying forward totals shall be corrected.
  - (f) The totals of various sections of Schedule of Quantities amended shall carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the tenderer, shall be ignored.
  - (g) In case of Lump Sum contractors based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/- whichever is less then the errors shall be rectified and the rectification dealt with as for deviations/variations, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the contractor in the Bill of Quantities.

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## P. CANCELLATION OF CONTRACT

1. Cancellation of Contract may be in Full or Part depending up on the conditions described below.

- (a) If the Contractor at any time makes default in proceeding with the work with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge.
  - (b) If the Contractor commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
  - (c) If the Contractor fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
  - (d) If the Contractor commits default in unauthorised transfer/removal from the work site of any material for which payment has been claimed or indulge in unauthorised transfer/removal of materials/tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
  - (e) If the Contractor shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation.
  - (f) If the Contractor shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge.
  - (g) If the Contractor shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering.
  - (h) If the Contractor being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditor shall be given to the Contractor for the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor.
  - (i) If the Contractor being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court or debentures holders to appoint a receiver or manager; or
  - (j) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
  - (k) If the Contractor assigns, transfer, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
2. The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as whole or only such items of work in default from the Contract.

The Accepting Authority shall on such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plan, implements, stores, etc., thereon; and /or
  - (b) Carry out the incomplete work by any means at the risk and cost of the Contractor.
3. On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of

Contractors' materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

4. Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor shall be called upon in writing to pay the same within 30 days.
5. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
6. Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.
7. Termination of Contract for Death.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the Contract as to its in completed part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

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## **Q. ARBITRATION**

Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman and Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible,

the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.

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

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## **R. PROCEDURE FOR ENGAGEMENT OF PERSONS BY CONTRACTORS**

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

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

### **2. Medical Fitness**

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

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

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

### **4. Insurance**

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

### **5. Enrollment**

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

### **6. Identity Card**

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

### **7. Security Gate Pass**

- 7.1. The Contractor and its employees shall strictly abide by the security rules and regulations enforced by UCIL from time to time. Gate passes for individual workman/equipments will be provided by UCIL's security I/C, on submission of written application through the Engineer-in-charge or his representative along with necessary documents as required by the security/SPF personnel.
- 7.2. The Mines Manager, /Engineer-in-charge, UCIL, Tummalapalle shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorised representative shall be bound to comply with the instructions in this regard.
- 8. Payment of Overtime**
- 8.1. For any extra duties alternate standby persons shall have to be provided by the Contractor.
- 8.2. In case the bidder fails to engage the extra persons and continues to engage the existing persons on overtime, the **extra payment to such persons on account of overtime** shall not be reimbursed by UCIL and it has to be borne by the bidder.
- 9. Canteen Facility**
- 9.1. The canteen facilities for the persons to be engaged in this work shall be extended by the contractor as specified under the Mines Rule, 1955 at the risk and cost of the contractor.
- 10. Accommodation & Local Transport**
- 10.1. The contractor shall arrange for housing accommodation of his employees and the UCIL shall have no responsibility/liability whatsoever in this regard.
- 10.2. Similarly, UCIL shall not be responsible /liable for the lodging and boarding of any of the persons engaged by the contractor. However, UCIL will provide local transport from the UCIL hospital to villages.
- 11. Duties & Responsibilities of Contractor's Work Persons**
- 11.1. The contractor must ensure that the persons engaged by him follow the required discipline under the Metalliferous Mines Regulation, 1961 and other Central and State legislations.
- 12. Standard Operating Procedure /Safe Operating Procedure (SOP)**
- 12.1. The Contractor must ensure that all the persons engaged by him follow the SOPs and other safety instructions issued to them from time to time.
- 13. Supervision**
- 13.1. The contractor shall post adequate no. of competent experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Engineer-in-Charge, as and when required.
- 13.1.1. Competency, Duties & Responsibilities of Contractor's Supervisor**
- 13.2. All supervisors to be engaged by the contractor shall in addition to fulfilling safety stipulations mentioned above must be competent for the supervision of the specified work and must obtain an authorization from the Mine Manager for discharging the duty of supervision of specific work.
- 14. Injury at Work, First Aid & Medical Aid**
- 14.1. The contractor must make arrangement for immediate first aid and rescue and medical aid of any of the persons engaged by it so to prevent deterioration of the condition of the injured person and prompt treatment for recovery at its own cost and risk. Failure of the contractor to ensure such prompt first aid, rescue and medical aid shall make him responsible for the consequences arising there from.
- 14.2. Information of such accident should be passed on to the Mine Time Office and the Engineer-in-charge at the earliest without delay.
- 14.2.1. Compensation**
- 14.3. In case of any accident to any employee of the contractor arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the workmen's compensation Act, 1923 or any

amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

- 14.4. For fatal injuries, the contractor may also be called upon by the UCIL to pay funeral expenses and /or any other ex-gratia amount to the dependent(s) of the deceased employee, as payable in the case of company's employees.
- 14.5. In case of failure on the part of the contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the company and cost/charges/expenditure incurred or spent by the UCIL in this regard shall be recovered from the contractor's bills/dues/security deposit.

**15. Emergency Communication**

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

**16. Claims for Employment**

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

**17. Compliance of Statute**

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

## **DECLARATION SHEET**

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

**Tenderer's Name:**

Authorized representative's Signature:

Contractors's Intent:

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

Authorized representative's Signature:





**URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

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

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

Telefax: 08588-282704, E-mail : - [drbnk.reddy@uraniumcorp.in](mailto:drbnk.reddy@uraniumcorp.in)

ITEM RATE TENDER

F O R

**Deployment of General Physician and Gynaecologist on 'part-time' basis at UCIL Tummalapalle**

NIT No: UCIL/TMPL/CSR/03/2025, Date: **March 10, 2025**

**PART – II**

**PRICE PART**



## URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN: U 12000 JH 1967 GOI 000806)

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

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Telefax: 08588-282704, E-mail : - [drbnk.reddy@uraniumcorp.in](mailto:drbnk.reddy@uraniumcorp.in)

### PRICE PART

**Name of the Work: Deployment of General Physician and Gynaecologist on 'part-time' basis at UCIL Tummalapalle**

NIT No: UCIL/TMPL/CSR/03/2025, Date: **March 10, 2025**

	Description of items	Quantity (No. of Visits)	Units	Rate Excluding GST (Rs)	Amount (Rs)
General Physician					
1.	Consultation fees of Medical Officer (General Physician)	468	Each visit		
2.	Overhead & Profits	468	Each visit		
Gynecologist					
3.	Consultation fees of Medical Officer(Gynecologist)	144	Each visit		
4.	Overhead & Profits	144	Each visit		
Total (General Physician + Gynecologist)					
Provision of GST @ 5% on total					
Grand Total Amount [Including GST] in figures					
Grand Total Amount [Including provision of 5% GST] in words					

#### NOTE:

1. Conveyance will be reimbursed Rs.15/- per KM on actual distance or maximum of 80 KM including both sides from the establishment/bidder location to UCIL hospital.
2. Consultation fees include the charges for basic medical instruments viz. Stethoscope, Thermometer, BP meter, etc.
3. Overheads & Profits includes all applicable taxes but excluding GST.
4. Overall rebate, if any, should be mentioned in the above table only and if it is written elsewhere,

it will not be considered.

5. The validity of offers shall be deemed to be for a minimum period of **SIX MONTHS** from the last date of the submission of the price bid.
6. The price offer automatically adds provision for **5% GST**. However, the payment of GST shall be on actual basis. During clearing of RA Bills, the bidder shall have to produce evidence of payment of GST at the prevailing rate and UCIL shall reimburse the amount at the same prevailing rate. If there is an increase /decrease in the GST rate and the actual payment of GST has been made at the increased /decreased rate, the reimbursement will be made at the same rate subject to production of documentary evidence.
7. The description of the items given in the Price Schedule is only a brief description of the work and in case of any ambiguity, contradiction, omission, doubt; one has to refer to the general and special conditions of the tender.

Signature of the Tenderer with Seal

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