

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
CIN : U 12000 JH 1967 GOI 000806
P.O. JADUGUDA MINES - 832102
Dist. Singhbhum (E), Jharkhand

N. I .T. No. UCIL /BGT /MM /52

ITEM RATE TENDER

F O R

**Excavation, stripping, lining and commissioning
of west ventilation shaft at Bagjata Mine**

NIT No. UCIL /BGT /MM /52

1. To be deposited in duplicate in the tender box at the office of DGM (IR & Personnel)UCIL, Jaduguda by 15.00 hours on 24th Sept.2014
2. Technical Part of Tenders shall be opened in presence of Tenderers who may like to present at 15.30 hrs on 24th Sept.2014

Issued to: _____
(Name of contractor)

Signature of Officer issuing the

Tender Documents: _____

Designation: _____

Date: _____

Cash Memo No.:

**Uranium Corporation of India Limited
(A Govt. of India Enterprise)**

Jaduguda Mines, P.O. Jaduguda Mines, Dist. Singhbhum (E), Jharkhand - 832102
(Phone 0657 2730122 /222 /353, Fax: 0657 2730322)

Ref No: UCIL /BGT /MM / 52

20th August 2014

**NOTICE INVITING TENDER
(NIT No: UCIL /BGT /MM /52)**

Sealed Item rate open tenders in two part (Part-I Techno-Commercial Part & Part-II Price Part) in triplicate in prescribed format are invited from contractors with an average annual turn over of Rs.40,000,00(rupees forty lakh) in last three financial years with following credentials:-

1. The contractor shall have work experience not less than 50 meter of sinking during the last seven years in underground Metalliferous Mine
2. The contractor must have completed
 - one similar type of works not less than 80 % of the estimated value of the work or
 - two similar type of works not less than 50 % of the estimated value of the work or
 - three similar type of works not less than 40 % of the estimated value of the work

Name of the work	Excavation, stripping, lining and commissioning of West Ventilation Shaft at Bagjata Mine
Cost of tender documents	Rs 2000 /-
Estimated value of work	Rs 13232600/- (One crores thirty two lakh thirty two thousand six hundred only)
Completion Time	12 months (Twelve months)
EMD to be deposited with tender	Rs 1,32,000 /- only(Rs one lakh and thirty two thousand only)
Last date and time for submission of tenders (Both parts)	Up to 3:00 PM on 24 th Sept.2014
Date of opening of tenders (Technical Part)	At 3:30 PM on 24 th Sept.2014

The tender document having full details, Terms, Conditions & Specifications of works as well as details conditions of tendering is available at UCIL website www.ucil.gov.in.

Downloaded filled tender documents are to be submitted in two parts (i.e. Part-I: Technical & Commercial terms & conditions and Part-II: Price Part) along with a separate envelope containing a Bank Draft of Rs 2000/ (cost of tender document) drawn in favour of **URANIUM CORPORATION OF INDIA LIMITED** payable at SBI ,Jaduguda to the office of DGM (IR & Personnel)UCIL, PO. Jaduguda Mines, East Singhbhum District, Jharkhand – 832 102 so as to

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reach him on or before the date and time fixed for receiving the tender. Tenders received without Earnest Money Deposit will be summarily rejected. Tender documents submitted in any other form like email, fax message etc shall not be entertained.

The Corporation's authorised representative(s) in the presence of tenderers, who may like to be present, will open Techno-commercial part of the sealed tenders at Jaduguda at scheduled time and date of opening of the tender. The price parts of only the qualified tenderers who qualify on the Technical proposal shall be opened.

The Corporation reserves the right to accept or reject or cancel any or all tender(s) either in full or part thereof or to split up if necessary without assigning any reason whatsoever. This NIT is displayed on our website www.ucil.gov.in.

For CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED

Special Instructions to the Tenderers

The tender should be submitted in a sealed **Cover Envelope** (subscribed with NIT No, Name of the work, date and time of opening, name & address of the party).

The cover envelope should have three more envelopes, **Envelope-I** & **Envelope-II** and **Envelope-III** containing the following details.

- | | |
|---------------------|--|
| Envelope-I: | Part I should contain Technical offer along with credentials etc, Earnest Money Deposit /Bank Guarantee in original along with two sets of photocopies. |
| Envelope-II: | Part II should contain sealed price offer in original with two sets of photocopies. |
| Envelope-III | Envelope containing a Bank Draft of Rs 2000/ (cost of tender document) |

The credentials should carry a declaration of fulfilling the essential requirements as specified in the tender notice and also contain a summary supporting this declaration.

All the envelopes should be super scribed with: NIT No, Name of the Tenderer, and Date of Opening of Tender as advertised /notified.

All the pages of the tender document including the Price Part should be duly signed along with the seal of the tenderer without which tenders are likely to be rejected.

Signature of the Tenderer with Seal

SPECIAL CONDITIONS OF TENDER

1. SCOPE OF WORK

Removal of excavated broken rock including cutting and cleaning of bushes etc for site access, site preparation for collaring, excavation, stripping, lining and commissioning of 4.5 m dia. (finished) west ventilation shaft through consolidated and unconsolidated rocks, weathered rocks etc from original surface to 13 ML and excavation, stripping, lining if required and commissioning of 4.5 m dia. (finished) ventilation shaft in hard /soft rock formations from original 13 ML to 63 ML at Bagjata Mine and any other works in connection with west ventilation shafts sinking at Bagjata Mine.

Ventilation vertical shaft

One number of west ventilation vertical shaft shall be sunk. The name of the shaft is western ventilation shaft. The shaft shall be sunk manually up to a vertical depth of 63 meter from the surface. The cross-section of the ventilation shaft shall be 4.5 meter diameter (finished). Suitable ladders shall have to be fitted for the persons to climb up and down safely. Platforms and covering shall have to be erected at appropriate locations for persons to work comfortably. East ventilation shaft sinking shall satisfy all norms as have been described in Metalliferous Mine Regulation 1961.

Drifts /X-Cuts

Drifts /X-Cuts shall be 4.0 meter X 4.0 meter in dimensions. Grade line and centre line shall be maintained strictly. Drifts /X-Cuts shall satisfy all norms as have been described in Metalliferous Mine Regulation 1961.

Manholes stripping at raise and crosscut

Manholes as per the statute shall have to be excavated along Drifts, X-Cuts and Raises etc in any one side as per the direction of the Engineer-in-Charge.

Excavation by Stripping at levels

Stripping shall be made as per requirement and direction of Engineer-in-Charge. It shall satisfy all norms as have been described in Metalliferous Mine Regulation 1961.

Miscellaneous work

Other works like provision of rock bolts, fencing etc shall be completed as per the requirement and direction of Engineer-In-Charge.

2.0 TECHNICAL SPECIFICATIONS

It shall be the **responsibility of the contractor** to work as per the technical specifications given in the following paragraphs

2.1 Introduction

Location

Bagjata Mines is located 30 km East of Jaduguda Mines and 11 km East of Mosabani Mines in the Singhbhum (East) district of Jharkhand State.

Geology

The predominant rock type at the working area is chlorite and biotite schist with muscovite. The foliation dip of the rock is about 35-degree NE.

2.2 Work Procedure

2.2.1 Face Preparation

Level Faces and stripping work

Before taking up the drilling operation, either to drill face holes, rock bolt holes or any other holes a **Mining Mate** accompanied by **Timbering Personnel** shall have to make a thorough examination of the place. They will examine the working condition and arrange for the proper face ventilation to clear any residual fumes. Then they will spray water to suppress the suspended dust particles in the air as well as to wash the dust particles deposited on the roof and side walls. They will have to dress down any loose rock etc that might be present on the roof or sidewalls with the help of suitable crowbars, pipe-bars etc and if required, erect temporary supports for the persons to work safely at the face.

After completing the above stated work, sockets, if any, present at the face including those of the bottom holes, cut holes and side holes have to be thoroughly examined. Misfires, if any, should be treated as per procedure. All the sockets are to be washed thoroughly with the help of pressurised water, and cleaned with the help of copper scraper rods and blown with water

with the help of a suitable blowpipe. All such sockets should be plugged with wooden socket plugs of appropriate sizes so that the drill men know the exact position of different sockets.

Shaft

Before climbing down to the shaft face, the truckler pipes for the compressed air and water shall be opened for sufficient time. This will help clear and suppress the blasting fumes and the dust particles. The blasted rock pieces including loosely held rock fragments will get washed down to the raise bottom.

Then the rope ladder that is hanging from the eyebolts fixed to the shaft floor has to be pulled up with a jerk with the help of a metal rod hook tied in its opposite end to a polypropylene rope. This will help to fall down the accumulated loose rock sitting on the ladder.

Then the timber man carrying in his hand sort length crowbars, polypropylene rope etc. should dress the face with utmost care and put the crowbars into the clamp holes near the face.

2.2.2 Face Marking

Whenever any face is to be drilled, the **following markings should be given prominently, legibly and clearly** so that the drilling crew can drill holes without any confusion. Suitable brushes and good quality white or yellow paints should be used for the purpose and should be readily available thereby right from the time of face preparation till end of drilling operation.

1. Then, the drilling pattern should be marked on the face.
2. All the points where rock bolt holes are to be drilled should be painted marked with small squares with a dot at the centre as is under practice at different units of UCIL.
3. The position of the clamp holes for fixing eye-bolts and rail clamps should be marked at the raise faces after taking measurements from the face.
4. In some cases where the control of the extent and the direction of the excavation is very important, the direction line of the holes should be marked on the face or on the roof.

The Mining Mate who is responsible for giving the above markings should have in his possession a 5.0 meter self withdrawing measuring tape, light but thin nylon threads of more than 20 m length, chalk stone, spirit level etc.

Drilling

Drilling of the face holes, rock-bolt and other holes is to be done using drilling jack hammer drills. For drilling by jackhammer drills suitable platform may have to be erected for the persons to stand there and support the air leg. Water to be used for drilling by Jackhammer drills will be recycled and decanted mine water.

Whenever a raise face is being drilled, it should be ensured that all the clamp holes, centre holes and the survey peg holes are drilled before withdrawing from the face.

Whenever a survey hole is marked at any place, it shall be drilled within a reasonable time as it will help prevent any unwarranted deviation of the face.

All the drilling operations are to be carried out as per the guideline issued by the controlling officer concerned. It has to be ensured that the drilling pattern and the direction of the holes are proper.

2.2.4 Blasting /Fume Clearance /Water Spraying /Loose Dressing

The blasting will be done by Emulsion explosive of 25 mm diameter using aluminium delay electric detonators. Explosive and detonators will be delivered at about 2:00 PM at the site once in every working day. The powder factor of blasting will be mutually decided by the contractor and UCIL.

Blasting operation has to be carried out during the 'blasting time' fixed by the Mines Manager. After each round of blasting and before persons are allowed to re-enter the area, sufficient time has to be allowed for the fume clearance to render the face free from noxious gases by circulating adequate quantity of ventilating air. Before start of the work at the face, water has to be sprayed thoroughly to suppress dust by using recycled mine water. Then loose rock in the face has to be barred down and temporary supports erected by competent persons appointed for the purpose and under proper supervision.

2.2.5 Clearing & hauling up of Muck

The blasted muck will be loaded and hauled up to the waste disposal site. The final clearing of

the face will be done manually. No vehicle hall be provided for this purpose.

2.2.6 Supporting

All the working places are to be supported adequately for the safety of persons, equipment and work place and supporting shall be according to the '**Systematic Supporting Rule (SSR)**'.

1. Temporary Support

Chock mates /Crib sets /Steel Chock mates /Timber shall be erected in the workings to provide necessary temporary support for the persons to work safely.

2. Rock Bolting

The workings will be supported by full column grouted type rock bolts with bearing plates at the ends wherever required as per the systematic supporting rule. The bolting will be by 20-mm diameter TMT bars. The Cement: Sand: Water ratio in the grout mixture will be 1:1:1/2. The cement & sand should be screened to remove any coarse particles before the preparation of the mixture. Only fresh cement is to be used for the purpose. The grout mixture is to be injected in to the hole with the help of compressed air using a grouting gun.

3.0 House Keeping

It shall be the duty of the contractor to maintain neat and tidy working condition in order to provide very good housekeeping. Housekeeping shall be under the satisfaction of Engineer-In-charge.

4.0 Drainage and De-watering

Water accumulated at faces will have to be pumped out to the nearest sump using pneumatic face pumps. The water from the sump will have to be pumped out to surface by suitable electric pumps. Care must be taken to ensure that at no point of time the roadways and other workings are inundated due to accumulation of small quantity of water here and there.

5.0 Laying of Pipe Lines, Ducts, Cables & Lights

Pipelines, ducts, cables and lights will have to be laid /fitted systematically. It shall be ensured that the roadways and working places are well illuminated for the safety of the persons working there as well as for the smooth and efficient carrying out of all operations.

6.0 Ventilation

The faces will have to be adequately ventilated using auxiliary electric fans and rigid /semi-rigid /flexible ducts of adequate diameter. Depending upon the situation push-pull system of ventilation may have to be adopted to achieve the desirable standard of ventilation. It shall fulfil the requirement of MMR1962.

7.0 Manholes

Manholes as per the statute will have to be excavated along Decline, Drifts, X-Cuts Ramps, and Raises etc in any one side as per the direction of the Engineer-in-Charge. The distance between any two consecutive manholes; the width and height of each such manhole will have to be in conformity with the statute. The minimum depth of any manhole will not be less than 1.8 m.

8.0 Survey

All survey points must be maintained without tampering them. Before every round of blasting, the centre and grade lines are to be extended by the contractor from the survey reference points (fixed by UCIL surveyor) in order to maintain the direction, gradient and size of the faces.

9.0 Over Excavation

The excavated '**dimensions**' and the excavated '**cross-sectional area**' of any working shall not be less than the '**designed dimensions**' and '**designed cross-sections**' as per its drawing. These excavated dimensions and cross-sectional area of any working **must not exceed** 10 % of the designed dimensions and cross-sectional area.

10.0 Site In charge and Supervision

Site In charge and Supervision shall be by the contractor.

10.1 Foreman

Foremen having valid Foreman's Certificate (Foreman Competency Certificate-Unrestricted, under MMR 1961) shall be deployed to supervise the work in each shift.

10.2 Foreman and Mining Mate

The **Foreman** and **Mining Mate** appointed to supervise a particular working area in any particular shift will be in direct control of all the persons deployed in that working area in that particular Shift. They must possess a **valid Certificate of Competency** (MMR 1961-Unrestricted). Before he starts working as a Foreman/ Mate, he has to be duly **authorised in writing** by the Mines Manager to work as a Foreman/Mine Mate. He will have to discharge all the statutory responsibilities as per the Mines Act and at the end of his shift has to fill up the **Foreman/Mine Mate's Diary** prescribed under this Act. **No person shall be allowed to work in any working area, which is not under the control of Mining Mate.**

10.3 Work person and Training

Contractor shall engage the work person who has already worked underground at Bagjata Mine under different contractual works. Minimum two people shall be given mine mate training by the contractor from locals residing surrounding villages of Bagjata Mine.

11.0 RCC Work

Concrete shall not be placed until all surfaces with which it will come into contact are scaled off and washed free of dirt, loose rock, oil, hardened mortar or other objectionable coating. Immediately before pouring, contractor shall examine the space behind forms and shall remove any sloughed wall rock.

12.0 Procedure for Receiving Free Issue Materials.

All the materials which are to be supplied free of cost to the contractor and required for immediate use /consumption will be provided at Bagjata work site once in a day on working days only, during the scheduled hours fixed by UCIL.

The requirement of all material should be submitted at least 6 months in advance for the procurement of the same.

The contractor will have to maintain a register of receipt and consumption of materials issued free of cost to him. He has to submit monthly comprehensive statements of all the materials issued to him and should get it certified by the engineer-in-charge.

13.0 Written Intimation of Leave in Certain Cases

The contractor shall have to submit written information to the Mines Manger whenever any Foremen /Electrical Supervisor /Mate /Blaster /Competent Person proceeds in leave /returns back to duty after availing of the leave.

14.0 Penalty

In case job could not be completed as per the time schedule specified in work order due to causes attributed to the fault of the party penalty @ 1.5% will be imposed for each week of delay subject to maximum 5 % penalty of the work order value.

15.0 Site Organisational Structure

The name and designation of the officer-in-charge appointed by the tenderer to do all technical /statutory co-ordinations at the site or elsewhere and to whom all references shall be made is to be declared by the tenderer in writing before the issue of the letter of intent.

Before the commencement of any site work as well as wherever there is any change, the contractor has to submit in writing to the Engineer-in Charge, the organisational structure of the site manpower deployed by him.

16.0 LIST OF FREE SUPPLY FROM UCIL

1. Emulsion Explosive of 80% strength as per mutually agreed powder factor and electric detonators.
2. Compressed air at about 6 Kg/cm² from the compressor house, Power at 415 V +/-10 %, 50 Hz +/-5 %, from a fixed point from the sub station.
3. Cement, bricks, aggregates, sand, reinforcement and structural steel required for permanent structures related to mine development work up to the designed quantity including permissible wastages ,shuttering and supporting material required for RCC work.
4. Light fittings, bulbs, and tube lights, bulbs, cable clamps.

5. The contractor employees who are required to go underground will be issued cap lamps from the cap lamp room just before they proceed underground. It has to be returned back by the person concerned to the cap lamp room as soon as he returns back from underground.
6. Pipes, hoses, fittings, clamps only for permanent installations or for face work. Ventilation Ducts.
7. Rock Bolts, Rail Clamps, Steel Ladders with Clits, Eye Bolts, D-Clamps, Crib sets, Chock mates, Chain link etc for supporting work only. lubricants, Heavy-duty steel grating covers for covering the cross-drains.
8. Paints, emulsions & Primers for painting the permanent steel structures, pipelines and for general painting and writing over walls or other surfaces.
9. Drinking water from a fixed point.
10. All safety items like safety shoes /safety gum boots, safety helmets, safety belts, ear muffs, ear seals, safety goggles, gas cutting goggles, welding masks, ear muffs, hand gloves, polypropylene ropes, and all other safety gadgets (**excluding safety belts**).

UCIL shall not issue any material for construction of the infrastructure facilities of the contractor at the work site.

Any material not specified in the above list shall be deemed as chargeable material and those will be in the scope of the contractor.

17.0 Modalities to be followed at work site

1. Emulsion Explosive of 80% strength and electric detonators will be provided once in a day at mutually agreed time on working days only.
2. UCIL shall provide the base survey station for different excavations and carry out check survey at intervals to find out errors and deviations of different workings. All the measurements for clearing of bills will be carried out jointly with UCIL surveyor.
3. UCIL will provide broad technical specifications for different drawings based on which the contractor will prepare the detailed drawing that is to be approved subsequently by the Engineer-in-charge prior to its execution.

18.0 Modalities to be followed at work site by contractors

1. The contractor shall construct/ erect his own office in own cost.
2. The contractor shall periodically paint /whitewash /distemper to maintain proper house keeping and aesthetics of all his infrastructure, equipment and facilities (in conformity with all legal and statutory requirements).
3. The same structures /sheds as erected by the contractor during the execution of the work will have to be removed or dismantled after the completion of the job.
4. The contractor is liable to hand over a clear site after the completion of the job at its own cost and risk. Otherwise, if it is done by other agencies, the payment will be deducted from the final bill of the contractor.
5. Locations as well as the construction details of any office /shed are to be approved by UCIL in each case before actual construction.
6. The contractor will deploy his own supervisors and workmen for the smooth carrying out of all the activities specified in the contract.
7. The daily maintenance and repair of all the equipment provided by UCIL like oiling, greasing, tyre changing, tightening of bolts, washing, changing of hoses, and statutory checks etc. will be the responsibility of the contractor.
8. Unless specified in the '**List of Free Supply from UCIL**', it will be the responsibility of the Contractor to bring all materials, plant, equipment, accessories, tools, tackles, spares, consumables, particularly the following items, for the smooth carrying out of all the operations.
9. Cement, sand, aggregates, steel and all civil construction materials to be used for constructing Workshop, General Store, Shades /Rooms for Fuel Oil /Lubricants, DG sets, Switch-gears, Compressors, and any other equipment.
10. Jack Hammer Drills, Drill Steel, lubricant for Jackhammer Drill ,Electrical Mixture machines, Electrical Vibrators, Tyre trolleys, Placer machines of proper duty complete with accessories, Oxygen & DA for gas cutting work, welding machines for welding

work at surface, electric welding machines for welding work in underground, pipelines /buckets for carrying the concrete and all related items including tools and tackles for concreting work. All accessories, consumables, spares, lubricants etc. for the equipment brought by the contractor.

11. All material required for making shutters, platforms etc including all consumables like binding wire, nails, screws, bolts etc. shall be responsibility of contractors.
12. Planks and other wooden supporting material for making platforms in raises and other places shall be responsibility of contractors.
13. Exploders, Ohmmeters, blasting cable, accessories shall be responsibility of contractors
14. Appropriate fire extinguishers, fire buckets for sand and water as per requirement including their refilling and maintenance.
15. All Tools & tackles, hand shovels, iron pans, pickaxe, hammer handsaw, chisel etc. Tools, Tackles, Lifting equipment, Slings, D-shackles, clamps, **safety Belts**, have to be provided and maintained by the contractor in safe and working order.
16. All pneumatic loaders, Drilling Machine, spares, drill steel, consumable, lubricants for drilling.
17. Gas cutting sets / Welding Sets including oxygen and DA cylinders.
18. Fuel, lubricants, Consumables for any purpose unless stated as 'Free Supply from UCIL'.
19. All miscellaneous consumables like cotton waste, nuts, bolts etc. for day-to-day work shall be provided by the contractor.
20. The mining challans, if any, of all minor minerals, if any, used during the concreting has to be submitted by the contractor before the final bill.

19.0 Safety, Environment and Laws of the Land.

1. The contractor shall ensure that all work /activities are carried out without any prejudice to any law of the country, which is in force or may come into force in future. The contractor should fulfil all the statutory conditions timely as may be applicable to the area where it is operating.

2. The contractor should take care to maintain a healthy environmental condition and also maintain good house keeping of the area under its control.
3. The contractor will create, maintain, man of First Aid Room & Station as per the Mines Rule, 1955.
4. The contractor shall deploy the entire range of manpower including Mining Foremen, Mining Mates, Blasters, Surveyors, Mechanical /Civil /Electrical Engineers & Supervisors, Electricians, Mechanics, Competent persons and so on at its own cost required for the execution of the work. **Preference shall be given to local contractual workers worked at Bagjata Mine**

20.0 Procedure for Engaging Persons as per this Tender

All persons before their actual engagement in any work **will have to be medically examined** and in case found to be medically fit will be considered for engagement.

The names and other particulars of all the persons employed as per this tender will have to be entered in the B-Register of the mine before they are deployed in any job. For entering their names in to the B-Registers, the following documents will be required.

Proof of Medical Fitness in the prescribed format

Proof of Date of Birth

Identification Proof

1. **All the persons** who are required **to be imparted vocational training** under the Mines Vocational Rules, 1966 will have to be imparted vocational training at the Group VTC, Jaduguda **before engaging them in the actual operations.**
2. The **contractor will issue photo identity cards** to each person and this has to be shown to the security agencies at the Mines Gate whenever he is required to enter the mines premises.
3. The contractor will also **submit to the Bagjata Mines Gate In-Charge a list of persons engaged** by him. He has to update this list as and when any person is employed newly or is terminated from the work.

4. The engagement of all the persons will be provisional and subject to police verification of the credentials of the person.
5. Any other thing as may be required.

21.0 Security, Law & Order.

1. The safety and security of all the materials stored at the site, all installations and of the persons employed by the contractor will be the responsibility of the contractor.
2. **The contractor will manage and handle all the security and local problems** affecting the execution of its work. While recruiting any person to work in any position under this contract, **the local people should be taken into confidence.**
3. Selection of such persons from places outside the local area should be done only when persons from local area who are capable of executing the desired work are not available.

22.0 General

1. Accommodation of the entire employees, supervisors, etc deployed by the contractor will be the responsibility of the contractor. No space will be given to the contractor anywhere within the mine premises for accommodating any of these persons.
2. All the work to be executed by the contractor shall be as per the drawing, document, instruction provided by UCIL.
3. All activities, materials, equipment, spares, consumables, labour, tools, tackles, irrespective of whether stated or indicated anywhere in the tender document or not, but required for ensuring the proper quality of the work or to meet any statutory requirement or for the proper completion of the work, will be in the scope of the contractor and he will have to execute it.
4. The rates for the items that could not be envisaged /predicted at the time of award of the contract, but required to be executed for the completion of the work, shall be computed at the mutually agreed rate.
5. All jobs /work of contractor will be examined by our supervisors /engineers and other managerial staff for quality, safety other statutory requirement and their progress.

6. It will be the responsibility of the contractor to ensure that all documents, property of UCIL handled by the staff engaged by him are in safe custody at all times.
7. The contractor shall ensure that all the persons appointed by him always maintain proper official decorum; punctuality, privacy and official secrecy as far as their allocated work is concerned.

23.0 WORK SCHEDULE

The work shall have to be completed within a period of 12 months plus two month for mobilisation from the date of issue of LOI.

The mine development work will have to be carried out round the clock on all working days.

24.0 DRAWING

The drawing provided in the tender document is for tendering purpose only.

25.0 CONSUMPTION LIMITS

The consumption limit of all items issued free of cost by UCIL will be at the standard rate.

26.0 DEFECT LIABILITY PERIOD

The defect liability period will be for a period of three month.

27.0 EXTRA ITEMS

1. The quantities set out in the Price Schedule of items are estimated quantities of the works but they are not to be taken as actual or correct quantities of the works to be executed by the contractor in fulfilment of the obligations under the contract
2. Rates for altered /substituted /extra items of work may be decided by any one of the following method in chronological order detailed below.
 - a. Nearest similar item of work available in the billing schedule of the work order.
 - b. If not covered in the billing schedule but covered in CPWD-DSR-2007 rate shall be DSR-2007.

c. If not covered in CPWD-DSR-2007 the rate shall be based on market rate.

28. ESCALATION

A) The wage escalation will be paid as per formula mentioned below up to the scheduled completion date on the items mentioned in the schedule of the items and rates.

$$WE = WC \times \frac{W2 - W1}{W1} \times VWD$$

Where,

WE = Wage Escalation Value.

VWD = Value of work done in Rupee executed during the relevant month.

W1 = Wage in rupees per man day payable to lowest rated unskilled adult male mazdoor as per notification of ALC (C), Chaibasa on the last date of submission of price bid.

W2 = actual wage in rupees per man day payable to lowest rated unskilled adult male mazdoor as per notification of ALC (C), Chaibasa during the period under consideration.

WC = Wage component of the work done i.e. 45 %

B) The rate of escalation shall be frozen up to the schedule date of completion after that UCIL shall not provide escalation for any reasons whatsoever.

C) Contractor shall request for time extension before hand so that time extension can be granted before schedule completion date.

29.0 TAXES

Price bid shall be including with all the prevailing taxes, duties etc. including service tax as applicable for the job. Any increase in statutory taxes after the opening the price bid shall be reimbursed by UCIL on submission of documentary proof.

30.0 SECURITY DEPOSIT The security deposit for this tender will be 10%.

31.00 COMPENSATION: If work is stopped due to labour related problem, any kind of social problem, socio political problem , road blocking, stike, bandh, statutory reasons and any other reasons whatsoever UCIL shall not make any kind of payments in form of compensation, idle charges and in any other forms whatsoever for the period of disturbance.

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 withincalender months from the date of commencement of work.

I/We have deposited as Earnest Miney 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.

BANK GUARANTEE

DETAILS OF CREDENTIALS/INFORMATIONS SHEET ABOUT THE TENDERER/CONTRACTOR

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

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

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

Name and signature of Authorised Representative of Tenderer/Contractor

BANK GUARANTEE FORM FOR EARNEST MONEY

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

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

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

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

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

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

binding and operative until all payments or all moneys due or this may hereafter become due to UCIL are paid in respect of any liability or obligation of the Tenderer under the tender subject, however, that UCIL shall have no right under this guarantee after expiry of the validity of this guarantee unless this guarantee is extended by mutual agreement.

7. The guarantor hereby undertake not to revoke this guarantee during the period it is in force except with the previous consent of UCIL in writing.
8. Any claim or dispute arising under this guarantee shall be enforced settled in the courts of law at Jamshedpur, Jharkhand State.
9. The guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the Executant has full powers to do so on its behalf under the power of Attorney dated _____ granted to him by the proper authorities of Guarantor.
10. IN WITNESS whereof the _____ (Bank) has hereunto set and subscribed its hands the day, month and year first above written.
11. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. _____ and _____ will remain valid till _____(date) unless an action to enforce a claim under the guarantee is filed against us within _____. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.

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

WITNESS:

Name and Address	Signature
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BANK GUARANTEE FORM FOR SECURITY DEPOSIT

Name of the Bank :

Address of the Bank :

Guarantee No :

Date :

Date of Expiry :

Claim period : 06 (six) months from the date of expiry.

Limit of Liability :

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

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

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

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

We do hereby undertake to pay the amount due and payable under this Bank Guarantee without any demur, merely on demand from CORPORATION stating that the amount claimed is due by way or the loss or damage caused to or suffered or would be caused to or suffered by CORPORATION by reason of any breach by the said

CONTRACTOR (as principal) of the terms and conditions obtained in the said Agreement or by reason of the said CONTRACTOR's (as principal) failure to comply with any of the conditions with regard to the Agreement set out in this Bank Guarantee. Any such demand made on the CONTRACTOR under this guarantee.

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

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

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

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

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

PRINCIPAL
For and behalf of (Name of Firm)

SURETY
For and behalf of (Name of Bank)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at thisday
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.

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 authorised 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.

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 authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.

5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each items of the work. The quantities shown therein 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 tenders without having been so filled in, and complete he shall request the Corporation to have this done before he complete and delivers his tender.

8 The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time specefied in the contract. In compliance with this, the tenderer shall along with tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year the proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest years.

9 Each of the tender document is required to be signed by the person or persons submitting the tender in his/their hand-writing in taken of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specification, Special Conditions etc. as laid down. any tender with any of the documents not so signed will be liable to rejection.

10 The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the tender will be considered invalid. All erasures 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 2nd copy shall necessarily be Xerox/Carbon copy of the original copy duly signed by the terndere.

EARNEST MONEY

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

Earnest money should be deposited in the form of Bank guarantee from a Nationalised Bank in favour of UCIL with validity of six months and a claim period of three months or in the from of Demand Draft payable at SBI, Jaduguda in favour of UCIL.

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

the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).

SECURITY DEPOSIT

The amount of Security Deposit including the amount of Earnest Money shall be 10% of the quoted cost of the work.

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 awarded value of jobs. Such sum shall be deposited by the Contractor in any of the forms stipulated hereunder.

Acceptable mode of Payment of 5% (Five percent) Initial Security Deposit may be submitted in the form of Bank guarantee from a Nationalised Bank in favour of UCIL with a validity of 18(Eighteen) months and a claim period of six months or in the form of Demand Draft payable at SBI, Jaduguda in favour of UCIL.

In addition to the above, further amounts to the extent of 5% of work value will be deducted from each running account bill by way of percentage deductions, such percentage deductions shall be 10% from each running account bill till the full amount of Security Deposit is realised/retained by the Corporation to the extent of 5% of the work order value and altogether 10% security deposit.

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.

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.

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.

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 there 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 u 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.

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 place 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 the 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 made good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out 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.

RESPONSIBILITIES AND POWER OF CORPORATION

1 The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.

2 Contract Documents - The Contractor shall be furnished, free of charge, two certified true copy of the Contract Documents except Standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representative or by other Inspecting Officer.

3 Deviation/Variation Extent & Pricing - The Engineer-in-charge shall have power (i) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alteration, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Conditions mentioned.

4 Duties and Powers of Engineer-in-charge's Representative - The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works with out the approval of the authority and with the full knowledge of the contractor..

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

6 Failure of the Representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

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

8 The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. The estimate shall be applicable for this purpose only and for no other.

9 For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

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

11 All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of 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 been given to the Contractor himself.

13 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

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

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

16 Accepting Authority is Chairman & Managing Director of Uranium Corporation Of India limited.

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 thereunder and the amount paid to them.

3 The Contractor shall pay to labour employed by him wages not less the an fair wages as defined in the contract Labour (Regulation & Abolition) Act, 1970 and Rules made thereunder 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 thereunder 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 thereunder 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 thereunder 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-fulfilment 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 thereunder 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 thereunder/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 licence subject to the following and such other terms and conditions as may be imposed by the licence :-

- (i) that he shall pay a nominal licence 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.

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

5 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The

Contractor may also, if practicable, indicate in such request the period for which extension is desired.

6 In any such case the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge.

7 Compensation for Delay - If the Contractor fails to maintain the required progress in terms of the condition of this Contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered.

Completion period (as originally stipulated) : @ 1 % per week

Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: @ 1/2 % per week

Completion period (as originally stipulated) exceeding 2 years.: @ 1/4 % per week

8 Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

Completion period (as originally stipulated) not exceeding 6 months: 10 percent.

Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.: 7-1/2 percent.

Completion period (as originally stipulated) exceeding 2 years: 5 percent.

9 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.

10 Date of Commencement - Within Fifteen Days from the date on which written order is issued to commence the work if other wise no other date is indicated.

11 Work Schedule - The contractor will normally be permitted to carry out the work as per indicated in the special conditions.

12 Completion Time - The work has to be completed within the time as indicated in the special conditions. Under normal circumstances no extension shall be granted.

13 Temporary Stoppage of Work - Ordinarily suitable intimations will be given to the contractor by the Corporation in case the work is to be suspended temporarily owing to break down in the plant, machinery etc.

14 Stoppage of Work by the Contractor - An advance of minimum 24 hours has to be given by the Contractor in writing to the Corporation in the event of anticipating possible discontinuation of work for any reason.

15 Working During Night or on Sundays and Holidays - Any deviation in the contract timing should be with prior permission from the officer incharge.

16 Completion Certificate - As soon as the working is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a Certificate of completion indicating

- (a) the date of completion,
- (b) defects to be rectified by the Contractor and/or
- (c) items for which payment shall be made at reduced rates.

When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. Not certificate of completion shall be issued, nor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings levelled keys clearly and handed them over to the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials except for any sum actually realised by the sale thereof loss the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

16 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.

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 there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

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

4 Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

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

(a) Contract amount not exceeding Rs. 5 lakhs : Four months.

(b) Contract amount exceeding Rs. 5 lakhs : Six months.

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

7 Overpayments and Under payments - Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the amount. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The

Corporation further reserve the withstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

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

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

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

11 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site, to their full value (as to Corporation's T & P according to the value indicated), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of the Corporation and the Contractor. The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in instalments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of 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 paid 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.

DEFECTS LIABILITY PERIOD

1 The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period 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 thereto 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.

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 Jaduguda, District Singhbhum (East), Jharkhand within the ordinary Civil Jurisdiction of the Competent Courts in the District, Singhbhum.

2 Minimum wages to be paid as fixed by Assistant Labour Commissioner, Central, Chaibasa 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.

4. 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.

5 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.

6 Tenderer is required to get acquainted with the legal conditions before filling up the tender document.

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.

TOOLS, PLANT, EQUIPMENT AND MATERIAL

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

2 If the Contractor requires any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to Contractor at a rate to be fixed by the Engineer-in-charge.

3 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognised holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has in fact, remained idle with the Contractor because of the Suspension, provided the Contractor, in case the period of suspension exceeds 11 days returns Corporation's T & P to the place from where it was issued.

4 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of Engineer-in-charge unless such damage is caused because of negligence of crew provided by the Corporation.

5 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Corporation's T & P was not the Contractor's expectations.

6 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

7 The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.

8 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.

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

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

11 A Log Book for recording hours during which every item of Corporation's T & p issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the contractor or his authorised agent. In case the Contractor contests correctness of any entry and /or fails to sign the Log Book the decision of the Engineer-in-

charge shall be final and binding upon him. Hire charges shall be calculated in accordance with the Log Book.

12 The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any article or materials or part thereof included in the contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction/issued by the Corporation but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the tender.

13 All charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

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

15 Material to be Supplied by the Corporation are shown in Schedule which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.

16 If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-charge and on payment before the materials are issued to the Contractor.

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

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

19 All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the work be

returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

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

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

22 Delay in Obtaining Materials by the Corporation - Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule-B. There may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to suggest the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

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

24 Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled fabricated manufactured obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

25 Materials supplied by the Corporation and brought to the Site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all surplus materials originally supplied to him as per stipulation in the Contract.

24 All tools and implements and any other materials required for execution of the contract job shall be arranged by the Contractor at his own cost.

25 The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation

shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

26 For Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

27 If any materials supplied by the Corporation are tendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation Stores, if so required by the Corporation.

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-paras (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.

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 :

(a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

(b) 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.

(c) All errors in totalling in the amount column and carrying forward totals shall be corrected.

(d) 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.

(e) 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.

CANCELLATION OF CONTRACT

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

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.

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.

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.

If the Contractor commits default in unauthorised transfer/removal from the wok 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.

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.

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.

If the Contractor shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering.

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.

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

If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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 a 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 uncompleted 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.

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 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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DECLARATION SHEET

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

Tenderer's Name :

Authorised representative's Signature :

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

Authorised representative's Signature :