

**URANIUM CORPORATION OF INDIA LIMITED  
JADUGUDA MINES  
DIST : EAST SINGH BHUM  
JHARKHAND-832102**

**PHONE : (0657) 2730122, 2730222, 2730353**

**FAX : (0657) 2730322**

## **TENDER DOCUMENT**

**FOR**

**SWEEPING AND CLEANING WORKS IN THE A. E. C. SCHOOLS AT  
JADUGUDA FOR THE YEAR 2014-2015**

**URANIUM CORPORATION OF INDIA LIMITED**  
**JADUGUDA**

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JADUGUDA FOR THE YEAR 2014-2015**

**To be submitted on 03.07.2014 at 03.00 P.M.**

**Tenders shall be opened in presence of tenderers who may present at  
03.30 P.M. on 03.07.2014 in the office of D.G.M.(Pers)-IRs.**

**Issued to :-----**  
**( Name of Contractor / Tenderer )**

**Signature of Officer issuing the Tender document :.....**

**Designation :.....**

**Date : .....**

**URANIUM CORPORATION OF INDIA LIMITED**  
**JADUGUDA MINES**

**FOR**

**SWEEPING AND CLEANING WORKS IN THE A. E. C. SCHOOLS AT  
JADUGUDA FOR THE YEAR 2014-2015**

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# **SECTION --- I**

## **NOTICE INVITING TENDER**

**NIT No. JAD/EM-22**

No. UCIL/EM-34/2014/06

June 2, 2014

Sealed item rate limited tenders are invited (Schedule of quantities in triplicate, One original plus two sets of photo copies of the same) from resourceful contractors having experience in Civil work for the following work .

1	Name of the Work	Sweeping and cleaning works in the AEC Schools at Jaduguda for the year 2014-2015
2	Estimated Cost	Rs. 6,95,952.00
3	Duration of Contract	12 (Twelve) months
4	Cost of Tender Document	Rs. 350.00
5	Earnest Money Deposit	Rs. 13,950.00
6	a) Date of downloading of tender document	From 09.06.2014 onwards
	b) Date of Issue of tender document and deposit of tender	From 09.06.2014 to 30.06.2014
7	Last Date of submission of tender	03.07.2014 upto 3.00 PM
8	Date of Opening of Tender	03.07.2014 at 3.30 PM
<i>If the office of UCIL, Jaduguda happens to be closed on the last date and time mentioned for any of the above event, the said event will take place on the next working day at the same time and venue.</i>		

The detailed description of work under this contract, specification , terms and conditions of tender etc. is available in tender document which can be had from the office of D.G.M. ( Personnel)-IRs Jaduguda on payment of cost of Tender document ( Non-refundable) between 9.30 A.M. to 12 Noon and 2.00 P.M. to 5.00 P.M. on all working days of UCIL except Sunday and Holidays but on Saturdays up to 11.00 A.M and can also be downloaded from company's website [www.ucil.gov.in](http://www.ucil.gov.in) as mentioned above. The downloaded tender document shall be accepted along with cost of tender in the form of Demand Draft drawn on SBI, Jaduguda in favour of Uranium Corporation of India Limited. Postal, Fax or e-mail tender will not be entertained.

Pre-qualification criteria :- The bidder should have experience of having successfully completed similar nature of job of not less than Rs. 5.00 Lakhs. All civil related jobs will be considered as similar type of job.

The submitted tender document must be accompanied with Earnest Money deposit, credentials/information sheets along with completion certificate/Work Order of similar work. Without submission of requisite documents mentioned in the NIT, the tender will not be considered/accepted without prejudice.. Conditional tender may disqualify so tenderers are advised to quote their rate as per NIT conditions only. All tenderers must have Service Tax Code No. PAN, and PF No. and shall submit documentary evidence for the same. .

Sealed Tenders will be received in tender box kept at the office of DGM(Pers)-IRs, Jaduguda on or before 03.07.2014 upto 3.00 PM and will be opened on stipulated date and time at Jaduguda by the Chairman and Managing Director or his representative(s) in presence of tenderers who may like to be present. The successful tenderers shall have to comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules appended thereunder, if applicable to him/them. The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work, if necessary without assigning any reasons whatsoever.

For Chairman & Managing Director  
URANIUM CORPORATION OF INDIA LIMITED

Distribution: All Notice Boards

**URANIUM CORPORATION OF INDIA LIMITED  
( A GOVERNMENT OF INDIA ENTERPRISE )  
P.O. JADUGUDA MINES, DIST: EAST SINGHBHUM,  
JHARKHAND --- 832 102**

**NOTICE INVITING TENDER**

1. Tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda Mines for **"SWEEPING AND CLEANING WORKS IN THE AEC SCHOOLS AT JADUGUDA FOR THE YEAR 2014-2015.**
2. The tender shall be in prescribed form and it shall be valid for a minimum period of **Twelve ( 12 ) months** , from the date of opening of tender. Should the tenderer modify or withdraw his tender , earnest money deposited by the tenderer shall be forfeited.
3. The works are required to be completed in totality within **Twelve ( 12 ) months** from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later in accordance with the phasing if any, indicated by the Corporation in the tender documents.
4. Normally Contractors whose names are borne on the approved list of contractors of CPWD/PWD/MES or local reputed/experienced contractors will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors.
5. No two or more concerns in which an individual as a proprietor and /or a partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
6. Chairman and Managing Director shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract. Application for issue of tender document shall be submitted to the DGM (Per) IRs, so as to reach his office not later than **30.06.2014** .
7. A tenderer shall produce an Income-Tax and Sales Tax Clearance Certificate before tender documents can be issued/sold to him.
8. Tender documents consisting of plan, specifications, schedule of quantities and other various clauses of the work to be done, the condition of contract will be issued / sold on payment of **Rs.350.00 on or after 09.06.2014 and up to 30.06.2014.**
9. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or effect their tender. A tender shall be deemed to have full knowledge of the site, whether he inspects it or not and so no extra charges consequent on any misunderstanding or otherwise shall be allowed.

10. Submission of a tender by a tenderer implies that he has read this notice and other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the specification of the work.
11. A tenderer should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of words 'PAISE' after the decimal figures, e.g; Rs. 2.25p and in case of words, the words 'RUPEES' should precede and the words 'PAISE' should be written at the end.
12. All rate shall be quoted on the tender form.
13. In the case of item rate tender, only rates quoted shall be considered. And tender containing percentage below/above the rates quoted is liable to be rejected.
14. The tender for the works shall not be witnessed by a Contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of contractor tendering as well of those witnessing the tender to be rejected.
15. Tenders shall be received in the office of **DGM(Pers)-IRs** up to 3.00 P.M. **on 03.07.2014** and shall be opened on the same day at 3.30 P.M. in the presence of tenderers who may be present.
16. The tender shall be accompanied by the Earnest Money in any shape as mentioned under relevant clause.
17. On acceptance of tender, earnest money will be treated as part of the security deposit. Failure of the successful tenderer to carry out the tendered work shall entail forfeiture of the earnest money and security deposit entirely.
18. Tenderers should submit their rate in Triplicate (2<sup>nd</sup> and 3<sup>rd</sup> copy shall necessarily be carbon copy of the original) duly signed by the contractor.
19. The Uranium Corporation of India Limited Jaduguda Mines is connected by both rail and road links and is situated on the Howrah-Mumbai line of S.E. Rly. at a distance of 232 Kms. from Howrah and 20 Km from Tatanagar. The name of the Rly. Station is Rakhamines. Jaduguda is at a distance of about 30 Kms. from Tatanagar by road on Tata-Mosaboni road. The main plant is located at about 3 Kms. from the Rakha mines railway station.
20. Uranium Corporation of India Limited, Jaduguda Mines will return the earnest money without any interest, to unsuccessful tenderer on production by the tenderer a certificate of DGM(Pers)-IRs/ Chief Superintendent (Civil) Mill /Estate.
21. A tenderer shall submit the tender which satisfied each and every conditions laid down in this notice, failing which the tender will be liable to be rejected.
22. The Corporation does not bind themselves to accept the lowest or any tender or to give any reason for their decision.

23. The Corporation reserves to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
24. Rates quoted by the tenderer should be inclusive of all the taxes, duties, royalty and Excluding Service Tax, if and wherever applicable to this contract. UCIL will not entertain any such claim.
25. This notice of tender shall form part of the documents.
26. Offer should remain valid for six months after opening of the Tender.

**27. No escalation is payable under this contract.**

28. The tender shall be accompanied by the Earnest Money in any shape as mentioned under relevant clause. Tender received without Earnest Money, Cost of tender document, Service Code no, Pan no , & PF no will be summarily rejected.
29. The down loaded tender document shall be accepted along with cost of tender document in the form of demand draft drawn on SBI Jaduguda in favour of Uranium Corporation of India Limited. Fax or e-mail tender will not be entertained.
30. The tender should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity , the price / rate mentioned in words shall be considered as final. Insertion , postscripts, additions and alterations shall not be recognized unless confirmed by the tenderer's signature. Tenderer shall submitted schedule of items (s) and rates (s) in duplicate duly signed and stamped on each page.

For and on behalf of  
Chairman & Managing Director  
Uranium Corporation of India Limited

Signature:

Designation:

Date:



## **SECTION -- II**

### **FORM OF TENDER**

To,  
The Chairman & Managing Director,  
Uranium Corporation of India Limited,  
P.O. Jaduguda Mines,  
Dist : East Singhbhum,  
Jharkhand -- 832 102.

Tender Notice No :  
Name of Work :

Date :

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, Specification and Schedule of Quantities for the above. I/We hereby offer to execute the whole of the said works in conformity with the said special conditions, Articles of Agreement, general conditions, Tender Notice.

Specification and Schedule of Quantities for the sum of Rs. .... at the respective rates mentioned in the schedule of quantities, I/We undertake to complete and deliver the whole lot comprised in the contract within .....calendar month(s) from the date of commencement of work.

I/we have deposited an Earnest Money a sum of Rs. .... with .....which amount is not to bear any interest and I/We do hereby agree that the 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 firm

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

### **SECTION – III**

### **( Contract Agreement Form)**

**ARTICLES OF AGREEMENT** made at .....

This.....day of.....20\_\_\_\_ between .....(herein after referred to as the Corporation which expression shall include its successors and assigns) of the one part and Messrs.....

(herein after referred to as Contractor which expression shall include its successors and assigns) of the other part 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 witnesses as follows:

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

The following documents shall be deemed to form and be read and construct as part of this agreement **viz :**

Tender Notice No..... dated .....

The Drawings

The Tender

The General Conditions of Contract

The Specification

The Special Conditions

The Schedule of Quantities

Design Data and Technical Specifications (if any)

General information and Guidance for Tenderers.

Any other document specifically mentioned here in as forming a part of the agreement.

In consideration of the payments to be made by the Corporation to the Contractor as herein after mentioned, the Contractor hereby covenants with the 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 Contractors in consideration of the construction, completion and maintenance of the works the contract price at the time and in the manner, prescribed by the Contract.
5. The several parts of this contract have read to us and fully understood by us.

**AS WITNESS OUR** hand this ..... day of .....20\_\_\_\_ signed by the said.....

**URANIUM CORPORATION OF INDIA LIMITED**

In the presence of

Signed by the said

**CONTRACTOR**

In the presence of

## **SECTION -- IV**

### **GENERAL INFORMATION : JADUGUDA**

- |    |                  |   |  |
|----|------------------|---|--|
| 1. | Project          | : | "White wash, Painting etc, in UCIL Hospital Building at Jaduguda."   |
| 2. | Executing Agency | : | Uranium Corporation of India Ltd.<br>(A Govt. of India Enterprise)<br>P.O. Jaduguda Mines,<br>Dist: East Singhbhum,<br>Jharkhand- 832 102. |
| 3. | Project Site     | : | Jaduguda   |
| 4. | Site             | : | Jaduguda   |

#### **Rail and Road Connection:**

The Jaduguda Mill and Mines of Uranium Corporation of India Limited is about 30 Kms. from Tatanagar by road on Tata-Mosaboni Road. The nearest Railway Station is Rakha Mines , 228 Kms. from Howrah on the South Eastern Railway(Howrah-Nagpur-Mumbai line) and is 8 Kms. from the plant site. The Corporation is maintaining a beautiful residential colony for the Officers and staff having all the amenities like Shopping complex, Bank, Post Office, School, Hospital and Guest House.

#### **4.3 General Topography:**

The Site is located at the foot of a hill which forms its southern boundary. The area is sloping towards north the average gradient being about 1-2%. There are also some undulations in the area. The grade level of the area is about 102 and 111M above M.S.L.

#### **4.4 Climatic Conditions:**

- |       |   |   |                   |
|-------|---|---|-------------------|
| i)    | Peak ambient temperature  | : | 47 <sup>0</sup> C |
| ii)   | Lowest ambient temperature  | : | 4 <sup>0</sup> C  |
| iii)  | Average daily max. temperature in the hottest month<br>May and June         | : | 40 <sup>0</sup> C |
| iv)   | Average daily min. temperature in the coldest month<br>December and January | : | 11 <sup>0</sup> C |
| v)    | Annual Average rainfall   | : | 1400 mm           |
| vi)   | Highest annual Rainfall   | : | 1860 mm           |
| vii)  | Heaviest rainfall in 24 hours   | : | 214 mm            |
| viii) | Max. relative humidity  | : | 100%              |
| ix)   | Prevalent direction of wind from  | : | WEST              |

- |     |                   |   |                            |
|-----|-------------------|---|----------------------------|
| 4.5 | Seismic condition | : | Zone II as per IS:<br>1893 |
|-----|-------------------|---|----------------------------|

- |     |                             |   |                |
|-----|-----------------------------|---|----------------|
| 4.6 | Maximum highest flood level | : | 120M,above MSL |
|-----|-----------------------------|---|----------------|

## **SECTION -- V**

### **CONDITIONS OF TENDERING**

#### **PREPARATION OF TENDERS**

##### **1.1 TENDERS TO STUDY**

- 1.1.1 Before submission of the tender the Tenderers are advised to made themselves fully conversant with the condition of tendering, General Conditions, Special conditions. Site conditions, specifications, schedules, Drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.
- 1.1.2 It shall be the responsibility of the tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.
- 1.1.3 The tenderer shall submit his tender strictly in accordance with the tender specified and terms and conditions laid down in the tender document.

Should there be any discrepancy, in or any doubt, or obscurity to the meaning of any of the clauses of the tender document, or as to any thing to be done or not to be done by the accepted tenderer or as to these instructions observed by the intending tenderer or as to these instructions observed by the intending tendere. The tenderer must set forth in writing such discrepancy doubt or obscurity, and submit the same in duplicate to the Purchaser (Attn: The Officer of the Purchaser issuing the NIT) with copies in duplicate to the DGM, (per) IRs , Uranium Corporation of India Limited, Jaduguda, so as to reach him as soon as possible, but not later than the date fixed in NIT for such purpose and if no such date is fixed in the NIT, five days before the date fixed for receipt of the tenders. The clucidation given by the Purchaser shall be final and binding of the Tenderers.

- 1.1.4 By submitting a tender for the work's tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the word in all respects according to the specifications and other conditions and that he has taken in to account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the Engineer.
- 1.1.5 The tender shall be neatly arranged, plain and intelligible with number pages. They should not contain any terms and conditions, which are not applicable to the tender.
- 1.1.6 Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.
- 1.1.7 Tenders ( Price part ) shall be submitted in a manner asked for.

## **1.2 Language**

English shall be the ruling language. All tenders, drawings, technical data document and / or correspondences shall be in English.

## **1.3 Canvassing prohibited.**

Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

## **1.4 Mis- information.**

If the tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the purchaser reserve the right to reject such tender.

## **1.5 DOCUMENTS NOT TRANSFERABLE.**

Tender documents are not transferable.

## **1.6 NOT MORE THAN ONE TENDER.**

Not more than one tender for a work shall be submitted by one contractor or one firm of contractors.

## **1.7 TENDER DOCUMENT PROPERTY OF THE PURCHASER.**

Tender documents in which tender is submitted by a tenderer shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the tenderer.

## **1.8 TENDERER TO BEAR EXPENSES.**

The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser calls for complete withdrawal of invitation of tender.

## **1.8 SUBMISSION OF TENDER.**

Tender shall be submitted in two separate envelopes. One envelope should contain papers of Earnest Money deposit as per relevant clause and cost of tender document second envelope should contain tender document and schedule of quantities and rates. Each envelope should be properly sealed and superscribed separately with Earnest Money deposit and tender document with schedule of quantities and rates accordingly.

First of all only sealed envelope of earnest money deposit will be opened and if earnest money deposit and cost of tender document found in order, then only tender document with schedule of quantities and rates will be opened.

## **2.2 NIT TENDER DOCUMENT TO BE SIGNED AND RETURNED.**

- All tender paper, which comprise the following, shall be signed and returned with the first copy of tender under Part-I.
- Notice Inviting Tender.
- General Information.
- Condition of Tendering.

- Forms
- General conditions of Contract.
- Special conditions of Contract.
- Technical Specification.
- Proposal Exhibit Sheets.
- Drawings and Documents enclosed with the specifications.

All pages of tender papers, drawings and documents shall be initiated at the lower right hand corner with ink only and signed by the tenderer or any person holding power of attorney authorising him to sign on behalf of tenderer.

- I. Other documents as may be required to be submitted alongwith the tender in accordance with Technical Specification, Special Conditions of Contract and General Condition of Contract. When the work is awarded and the letter of acceptance issued, these documents shall become an integral part of the Contract. The tenderer shall submit in separate volumes one additional copy of the following documents duly signed by the tenderer without which the tender is liable to rejection.
  - (b) Filled in Proposal Exhibit Sheets.
  - (c) Full statement regarding the status and past experience of the of the tenderer.
  - (d) List of construction equipment / Tech. Staff / Manufacturing / Testing Facilities available for this contract along with their present conditions / Locations.
  - (e) Documents showing earnest money deposit and cost of tender document.
  - (f) Tenderer's covering letter.
  - (g) Confirmation that signed tender papers has been enclosed in original copy of tender.

### 2.3 **ALL PAGES TO BE SIGNED.**

All pages of the tenderer's offer drawings and other accompanying documents shall be initialed at the lower right hand corner with ink only and signed where required by the tenderer or any person holding power of attorney authorising him to sign on behalf of tenderer before submission of the tender. All signature shall be dated.

### 2.4 **AUTHORISATION.**

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so, certified copy of which shall be enclosed. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force. Shall be signed by persons duly authorised to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolution, extracts of articles of association, special or general power of attorney and other information to show clearly the title authority and designation of persons signing the tender on behalf of the company.

### 2.5 **DELIVERY OF TENDER.**

Personal delivery is recommended.

### 3.0 **VALIDITY OF TENDER**

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser where by such tender shall remain open for acceptance by the Purchaser for a period of six months from the date the tenders are opened.

During which period the tenderer shall not withdraw his offer or amend, impair or derogate there from. If the tender submitted does not contain all the relevant information or needs clarification of the information furnished and the tenderer is requested to supplement the information or submit clarification, the aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of six months that has been accepted, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser until a written contract has been executed in place of such agreement.

**4. Earnest Money :**

**Earnest money as per notice inviting tender shall be deposited in any of the following form and must accompany the tender document without which tender will be summarily rejected. No interest shall be allowed on the Earnest money deposit.**

i)	For deposit up to Rs.5000/- :	Cash/demand Draft payable at S.B.I., Jaduguda
ii)	For deposit beyond Rs.5000/- and upto Rs.50,000/-	Deposit at call / term deposit etc. of any Nationalised Bank duly pledged in favour of UCIL.
iii)	For deposit beyond Rs. 50,000/-	Bank Guarantee, issued by any Nationalised Bank

**5. Security Deposit : -**

The total amount of security deposit including the amount of earnest money will be 10 % of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement. Balance fifty percent shall be recovered @ 10 % from the R.A. Bills till the full amount of security deposit is retained. The initial security deposit shall be in any of the following forms :-

i)	For deposit up to Rs.5000/- :	Cash/demand Draft payable at S.B.I., Jaduguda
ii)	For deposit beyond Rs.5000/- and up to Rs. 1,00,000	Deposit at call / term deposit etc. of any Nationalised Bank duly pledged in favour of UCIL.
iii)	For deposits beyond Rs.1,00,000/-	Bank Guarantee, issued by any Nationalised Bank

6. Contractor shall be allowed to submit Bank Guarantee in the denomination of Rs. One Lakh or multiple Thereof , in exchange of deductions made from R.A. Bills towards balance fifty percent of security deposit.
7. If after the tender has been accepted , the tenderer fails to pay the security deposit as specified above , after written notice to him of such acceptance ,the sum deposited by his as Earnest Money may be forfeited. The tender shall not be allowed to increase / withdraw his tender within six months from the date of opening of the tender and if he does so the earnest money deposit may be forfeited.
8. The officer inviting tender shall have the right to reject all or any of the tender and will not be bound to accept the lowest.
9. The memorandum, the form of tender and the schedule of materials to be supplied by the corporation and their issue rates shall be filled and completed in the office of the corporation before the tender form is issued. If a form is issued to an intending tenderer without having been so filed in and complete, he shall request the Corporation to have this done before he completes and delivers his tender.



10. The tenderers 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 execute the same successfully and to complete it in the time named in the contract. In compliance with this, the tenderers shall along with the 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 proceeding the year in which the tender shall be submitted and Income Tax and Sale Tax Clearance Certificate for the latest years.
11. Each of the tender documents is required to be signed by the persons of persons of persons submitted the tender in his / her handwriting in token of his / their having acquainted himself / themselves with the general conditions of contract. General Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to rejection.
12. The tender form must be filled in English and all entries must be made by handwritten 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 the rates must be filled both in words and figures. All erasures and alterations made while filling the tender must be attested by dated initials of the tenderers. 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 rates or conditions after the opening of the tender will be entertained.
13. Tenderers shall submit their rates in Triplicate (2<sup>nd</sup> and 3<sup>rd</sup> copy shall necessarily be carbon copy of the originals) duly signed by the contractor. Quoted rates must be in words and figures against all items.
14. The contractor shall cover all materials at site with requisite insurance, against theft, larceny, decoity, fire, tempest and flood.
15. Final Bills will not be entertained unless the same is accompanied by an affidavit in Form No. 'M' with particulars in Form No. 'N' as per Rules 40 (10) of Jharkhand Mineral Concessional Rules – 1972. Transport Challan in Form No. 'F' in original will also be enclosed along with final bill.
16. JURISDICTION :- Any action / dispute arisen out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderer will extend all help.
17. The tenderer should mention their price / items rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, postscripts, additions and alterations shall not be recognized unless confirmed by the tenderers signature. Tenderer shall submitted recognized unless confirmed by the tenderers signature. Tenderer shall submitted schedule of items(s) in triplicate duly signed and stamped on each page.
18. **TAX & DUTIES** : The quoted rate should be inclusive of all taxes and duties excluding service tax, if applicable. And imposition of any new taxes / duties by the State Government or Central Government during the contract execution period will also be paid by the contractor. Hence, no other taxes, duties and royalty etc. would be paid extra.

19. The contractor will have to submit the details of the persons employed for this work within two days of award of work. The contractor will be allowed to start the work only submission of the details. Performa of Attestation Forms ( 2nos.) may be obtained from Site Office (Mill) for necessary verification of every labourer.
20. All the labour rules shall be followed strictly as per contract labour (regulation & abolition) act , 1970. All registers , form stipulated under minimum wages (Central rules) act , 1950 should be maintained by the contractor and to be furnished to the corporation before commencement of the work. In the event of any breach of aforesaid conditions , the contractor shall be open for action as deemed fit by the concerned labour authorities of the central government / UCIL.
21. If it is found that labour payment on stipulated payment day is not followed and wages slip is not issued to the labourers engaged for this work , corporation shall compel you to stop the work and action will be initiated besides taking suitable steps to make the payment to the labourers at risk and cost of the contractor.
22. Contractor will have to follow :- The successful tenderere shall have to comply with provision of contract labour (Regulation & Abolition) Act , 1970 , EPF & MP Act 1952 and rules framed thereunder , if applicable to him / them.

## **SECTION – VI**

### **GENERAL CONDITIONS**

## **GENERAL CONDITIONS OF CONTRACT**

### **INTERPRETATION AND DEFINITIONS**

#### **Singular and Plural**

1. Where the context so requires, words importing the singular only also include the plural and vice-versa.

#### **HEADINGS AND MARGINAL NOTES TO CONDITIONS**

- 1.1 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 be taken into consideration in the interpretation or construction thereof or of the contract.

#### **DEFINITIONS**

- a) 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines- 832 102, 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.
- b) The 'Accepting Authority' shall mean the authority mentioned in the schedule-'F'.
- c) The contract shall mean the notice inviting 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 condition with appendices and any special conditions, including subsequent amendments thereof, 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.
- d) 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.
- e) The 'Contract sum' shall mean:
  - 1) in the case of lump sum contracts the sum for which the tender is accepted.
  - 2) in the case of percentage rate contracts the estimated value of the works as mentioned in the tender adjusted by the contractor's percentage.
  - 3) in the case of item rate contracts the cost of the works 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.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the undertaking or his duly authorised representative who shall direct, supervise and shall be incharge of the works for purpose of this contract.
- h) 'Consulting Engineer or consultant' shall mean as authorised representative of WAPCOS (Water & Power Consultancy Services 'India' Limited) which has been appointed as consulting firm by the Corporation.
- i) '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 in schedule to cover all over- heads and profit.

- (j) Schedules(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the corporation or the standard schedule or rates prescribed by the Corporation and the amendments there to issued from time to time.
- k). 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 or places which may be notified/indicated by the Corporation or used for the purposes of the Contract.
- l). Temporary works' shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- m). 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.
- n). A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o). 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.

## 2.0 **CONTRACT DOCUMENTS**

The contractor shall be handed over one set of contract document after signing the contract agreement with UCIL. He will have to make more copies of the same and he will be required to submit minimum three(3) copies of the document and one original to UCIL. He shall keep one copy of the documents at 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.

- 1.0 None of these documents shall be used by the contractor for any purpose other than that of this contract.
- 1.1 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with contract are aware that the Indian Official Secret Act 1925 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

## 3.0 **WORKS TO BE CARRIED OUT**

3.1 The contractor acknowledges that this bid contained all of the information required, in the invitation to Bid, specifically the contractor's lump sum price or his firm unit price for the work to be performed. The contractor agrees that prices as awarded include any and all cost components including profits, overhead charges and other costs, including but not limited to labour, materials, tools, equipment, insurance, transportation facilities and plant not specified to be furnished by the Corporation or others. The descriptions 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 labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles, in a work like manner, to the full satisfaction of the Engineer-in-charge.

#### **4.0 INSPECTION OF SITE**

4.1 The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, quantities and nature of work and availability of materials, equipment, labour, water and electric power, roads and uncertainties of whether or other physical conditions on the project, the sub-soil conditions, the character of equipment, plant and facilities needed. The contractor must also acquaint himself with all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### **5.0 SUFFICIENCY OF TENDER**

5.1 Description of item in the schedule of quantities is brief and therefore shall be read in conjunction with the relevant drawings and specifications and the contractor's rate shall be deemed to be for such complete work unless otherwise specified by the contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the schedule of quantities and rates. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the works and of the rates and prices quoted by him in the schedule of quantities, which shall, cover all his obligations under the contract including programme of work in accordance with general/special conditions of the contract, and all matters and things necessary for the proper engineer, co-ordination, procurement, construction/erection completion, maintenance of the works, and shall also cover the cost of necessary protection, against all risks accidents compensation for injury to life and damage to property if any caused by the contractors operations connected, with the work, including labour, materials and equipment to ensure safety and protection against all risks, accidents, compensation for injury to life and damage to property. 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. No extra charges whatsoever consequent on any misinterpretation or otherwise shall be allowed.

#### **6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- 6.1 The several documents forming the contract are to be taken as complementary to and shall be read in conjunction with each other and mutually explanatory of one another. In case of any conflict of meaning between the special conditions of contract and the general conditions of contract, the provisions of special conditions of contract shall over ride the corresponding provisions of general and supplementary conditions of contract. Similarly where the description of any item of work in the tender schedule differs from the specifications or drawings, the description given in the bill of quantities read with preamble shall have over riding effect.
- 6.2 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.
- 6.3 Any error in description, quantity or rate in schedule of quantities or any omission there from 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 the contract.
- 6.4 If any discrepancy 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 is found, the same shall be adjusted in accordance with the following rules :-
- a) In the event of a discrepancy between 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 the amount shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
- d) The totals of various sections of schedule of quantities amended shall carried over to the general summary and the rendered sum amend 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 contracts based on bills of quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the commutative 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 under conditions 10 and all hereof, 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 bills of quantities.

**7. SECURITY DEPOSIT:** The total Amount of security including the amount of Earnest money will be 10 % of awarded value of work. Contractor shall have to deposit required amount with our Account department towards the initial security deposit ( including earnest money ) @ 05 % of the ordered value. In addition to the above , further amount to extent of 5 % of the cost of the work will be deducted from running accounts bill @ 10% of the gross value of the R.A. bill till the full amount of security deposit is recovered by corporation.

Party has been exempted by the Corporation from depositing security deposit for individual tenders or has depositing security deposit for individual tenders deposited the amount of the security in the form of government securities or fixed deposit receipts of bank guarantees furnished by any of the schedule banks under the revised bank guarantee scheme of reserve bank of India and certified by the reserve bank of India that the Bank guarantee may be accepted.

- (a) When the security deposit reaches a limit of Rs. 1 lakh, the Contractor, if he so desires, may convert the amount into one of the Government Securities of Bank Guarantees.
- (b) All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the contractor by the Corporation 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.
- (c) Government papers tendered as security shall be taken at 5% (five percent) below the market price or at their face value, whichever is less.
- (d) Refund the 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.  
On expiry of the Defects Liability period or on payment of amount of the final bill. Security deposit may be payable in accordance whichever is latter, 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.

## **8. Deviation/Variation Extent & Pricing.**

The Engineer-in-charge shall have power (1) to make alteration in, omissions from additions to, or substitutions for, the original specification, drawings, designs and instructions that may

appear to him to be necessary or necessary or advisable during the progress of the work and (2) to omit a part of the works in case of non-availability of a portion 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 alterations, omissions, additions or substitution shall form part of the Contract as if originally provided there in and any altered, additional or substituted provided there in and any altered, additional or substituted work which the Contractor may be directed to do in 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 here-in-after 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 the disagreement as to the nature of the work and rate to be paid there for shall be resolved in accordance with condition 52.

- 8.1 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 considered reasonable by the Engineer-in-charge.
- 8.2 Rates for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows:-
- (a) If the rate for additional, altered or substituted items of work in 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 schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for same item of work in the other schedule of quantities.
  - (b) 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 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 the Bills of quantities of the part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities.
  - (c) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (a) and (b) above then such item of work shall be carried out at the rate entered in the C.P.W.D. schedule of rates current the 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 contract based on Bills of quantities or percentage rate contract).
  - (d) If the rate for any altered, additional or substituted item of work cannot be determined in the manner, Specified in sub para ( a) to (c) 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, after giving due



consideration to the rate claimed by the Contractor determined 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 proposes 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. shall be produced by the contractor to the Engineer-in-charge.

## **9. SUSPENSION OF WORKS**

9.1 The contractor shall on receipt of the order in writing from 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 :-

- (a) On account of any default on part of the contractor.
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor or
- (c) for safety of the works or part thereof.

## **10. TIME AND EXTENSION FOR DELAY**

10.1 It is understood and agreed by the Contractor and Corporation that the time is essence of agreement and accordingly the contractor shall do and perform his obligations in such a manner as not to hinder delay or impair timely completion of the work awarded to him.

10.2 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 to forfeit the Earnest Money/Security Deposit absolutely.

10.3 Construction schedule in the form of a PERT CHART/CPM Network or other suitable representation for the programme of work, shall be prepared by the contractor in consultation with the Engineer-in-charge, soon after the contract is concluded. The Chart shall indicate, the different components, items of work and time required for completion of each component item, indicating various activities, so as to complete the work in all respects within the stipulated period, as indicated in the tender documents.

To ensure good progress during the execution of the work, the contractor in all cases in which the time allowed for any work exceeds one month (save for special jobs), shall achieve completion of 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the time. 3/8<sup>th</sup> of the work before one half of the time and 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of the time, has elapsed.

10.4 The contractor shall also furnish his approach to work, indicating briefly his method of working, his plans in tackling the construction programme, vis-à-vis, the capacity of equipments he proposes to deploy on various components of work etc. The contractor shall obtain approval of the Engineer-in-charge to the aforesaid. They shall mutually decide upon any updating/crashing required and maintain jointly recorded documents in connection with all such activities. In case of any disagreements, the decision of the Engineer-in-charge shall be final and binding on the contractor. The Contractor shall submit a weekly / fortnightly schedule of work, identifying each item of work for acceptance by the Engineer-in-charge.

Hire charges for the equipment provided by the Corporation shall be calculated in accordance with the Logbook.

## **11. MATERIALS**

The contractor shall at his own expense, provide all materials required for the works.

- 11.2 All materials to be provided by the contractor shall be in conformity with technical specifications and relevant Indian Standard Codes. All the contractor's materials shall be inspected and passed by the Engineer-in-charge, before their use in the works. Corporation's official concerned with the contract shall be entitled at any time to inspect and examine any materials 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 or any place(s) where these are laying or from where these shall be obtained and the contractor shall give such facilities as may be required for such inspection and examination. The contractor shall, if required by the Engineer-in-charge furnish proof, about the suitability of materials.
- 11.3 The contractor shall at his own expense 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 conforming to the specifications laid down in the contract.
- 11.4 All rejected materials shall be removed from the site, immediately by the contractor at his own cost. In case of default on the part of the contractor in 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.
- 11.5 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 royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being made or action brought against the corporation in respect of any such matters as aforesaid, the contractor shall immediately be notified there of.
- Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific directions/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.
- 11.6 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.
- 11.7 The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his own expense all facilities which the Engineer-in- charge may require for the purpose.

12. **GENERAL**

- 12.1 Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials should be the responsibility of the Contractor.
- 12.2 Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials 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 or any place (s) where they are lying or from which these are being obtained and the Contractor shall give facilities as may be required for such inspection and examination.

13. **LABOUR LAWS**

- 13.1 The contractor shall employ both skilled and un-skilled labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract agreement and to the satisfaction of the Engineer-in-charge.
- 13.2 The contractor shall furnish to the Engineer-in-charge at the intervals mentioned in schedule-F a distribution return of the number and description by trades of the labour employed on the works. The contractor shall also submit to the Engineer-in-charge on 4<sup>th</sup> and 19<sup>th</sup> of every month, a true statement showing (i) the accident that occurred during the said fortnight, the circumstances under which these occurred and the extent of damages and injury caused by them, (ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act – 1961 or Rules made there under and the amount paid to them. The contractor shall not employ children below the age stipulated by law.
- 13.3 The contractor shall pay to the labour wages not less than fair wages as defined in the contract labour(Regulation and Abolition) Act, 1970 and Rules made there under.
- 13.4 The contractor shall in respect of labour employed by him comply with or cause to be complied with the contract labour(Regulation and Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 13.5 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, 1948 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 13.6 The contractor shall be liable to pay his contribution and the employee's 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 and amount of contribution as assessed by him. The amount to recover shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.

13.7 The Engineer-in-charge shall on a report having been made by an inspecting staff defined under the contract Labour (Regulation Act, 1970 and Rules made there under, have the power to deduct the moneys due to contractor may sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from their wages which are not justified by the terms of the contract or non-observance of the said Act.

13.8 The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules made there under without Prejudice to his right to claim indemnity from his sub-contractors.

#### 14. **MODEL RULES FOR LABOUR WELFARE**

14.1.1 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.

14.1.2 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 made the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs. 50/- 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.

14.1.3 The Contractor shall not be permitted to enter on (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 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 purpose of or in connection with the contract, the Contractor shall be a license subject to the following and such other terms and condition as may be imposed by the licenser:-

- (i) that he shall pay a nominal license fee of Rs.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.

14.9 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 when ordered by the Engineer-in-charge and make good all damage done to the site.

### **SETTING OUT THE WORKS**

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall provide all labour and setting out apparatus required and set out the works and be 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 Defects Liability period unless the Engineer-in-charge directs their earlier removal.

### **SIDE DRAINAGE**

15. All water which may accumulate on the site during the progress of the works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the contractors expense.
16. The Contractor shall note 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 of occupiers of other properties near the site and to the public generally.

### **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.

### **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 the 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.

### **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 1 metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

### **WATCHING AND LIGHTING**

- 20.(a) 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 these employee on the works or the public.

### **CONTRACTOR'S SUPERVISION – SITE TECHNICAL STAFF**

15. 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.

### **INSPECTION AND APPROVAL**

17. 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 authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extend thereof.
18. No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any item of work which is about to be covered up or put out of view and to examine foundations before permanent item(s) of work is placed thereon. The contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such item of work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, attend to the purpose of examining and measurement such work. 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.
19. 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.

### **DUTIES AND POWERS OF ENGINEER-IN-CHARGE REPRESENTATIVE**

20. 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.
21. The Engineer-in-charge may from time to time in writing delegates 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 there upon confirm, reverse or vary such decision.

### **REMOVAL OF WORKMEN**

22. 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 works who in the opinion of the Engineer-in-charge misconduct 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.

### **UNCOVERING AND MAKING GOOD**

23. The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/or making openings 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.

### **WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

24. Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on unauthorised holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the contractor shall immediately advice the Engineer-in-charge accordingly.

### **COMPLETION CERTIFICATE**

25. As soon as the work 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 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 (c ) (and/or) item 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. No certificate of completion shall be issued, nor shall the work be considered to be completed till the contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor workmen and cleaned all dirt from all parts of building (s) in, upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution there of and cleaned floors, gutters and drains eased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the contractor fulfil such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding surplus materials except for any sum actually realised by the sale there of less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

26. 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 part) then not withstanding anything expressed or implied elsewhere in this contract :
- (a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part of Engineer-in-charge shall issue completion certificate for the relevant part as in condition 30 above provided the contractor fulfils his obligation under that condition for the relevant part.
  - (b) 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.
  - (c) 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. This estimate shall be applicable for this purpose only and for no other.
  - (d) 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.

#### **COMPENSATION FOR DELAY/L.D. CLAUSE**

27. If the contractor fails to maintain the required progress in items 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 remains 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 work as ordered.

- (a) Completion period (as originally stipulated) not exceeding 6 months - @ 1% per week maximum up to 10 percent.
  - (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years - @ ½ % per week maximum up to 7 ½ %.
  - (c) Completion period (as originally stipulated) exceeding 2 years - @ ¼ % per week maximum up to 5 percent.
28. 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.

#### **DEFECTS & LIABILITY PERIOD :**

29. 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 in schedule-F 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.



- a. From commencement to completion of the works, the contractor shall take full responsibility for the care here of and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and to all Government T&P from any cause whatsoever (save and except the Accepted Risks) and shall at his own cost repair and make good the same.
- b. Provided always that the Contractor shall not be entitled to payment unless the contractor shall insure the work (from commencement to completion), the Corporations 'T&P hired by the contractor and all materials at site, to their full value (as to Corporations T&P according to the value indicated in schedule-C), against the risks 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 money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor shall in instalments by the Engineer-in-charge for the purpose of re-building or replacement or repair of the works and/or goods destroyed or damaged as the case may be.
- c. If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, 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.
- d. 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.
- e. 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, damage, proceedings, damage, cost, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein constrained shall be deemed to render the contractor liable for or in respect of or to indemnify the Corporation against any compensation or damages caused by the Expected risks.
- f. 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, Employees 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 the employment of the contractor or not (save and except where such accident or servants) and against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury against all sum or gums 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.

- g. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- h. 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 Defects Liability period.
- i. The contractor shall ensure that similar insurance policies 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 sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- j. 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, they and in any such case the Corporation may, without being bound, 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 moneys due or which may become due to the Contractor or recover the same as debt due from the contractor.

#### **FACILITIES TO OTHER CONTRACTORS**

- 29. 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.

#### **NOTICE TO LOCAL BODIES**

- 30 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 Law 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-charges instructions thereon.
- 30.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act Parliament, State Laws or any Government instrument, rule or order and any regulations or by-laws of any local authority in respect of the works.

### **SUB-CONTRACTS:**

31. The contract shall not sublet any portion of the contract without the prior written approval of the accepting Authority.

### **INSTRUCTION AND NOTICES:**

32. 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.
- 32.1 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.
- 32.2 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.
- 32.3 The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of the 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).

### **Foreclosures of contract in full or in part :**

33. 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 works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 33.1 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:
- (a) Any expenditure incurred on preliminary site work eg. Temporary access road, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.
- (b) The Corporation shall have the option to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from the 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 and 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.

- (ii) For contractors materials not retained by the corporation, reasonable cost of transporting such materials from site to contractors 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.
- (c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the contractor to the Corporation at rates not exceeding these 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.
- (d) Reasonable compensation for transfer of T&P from site to contractors 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. 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.

#### **TERMINATION OF CONTRACT FOR DEATH**

- 34. 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 incompleted 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 contractors firm on account of the cancellation of the contract. 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.

#### **CANCELLATION OF CONTRACT IN FULL OR IN PART**

- 35. If the Contractor:
  - (a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
  - (b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
  - (c) Fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
  - (d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on this 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 or
  - (e) 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 there of have previously been disclosed in writing to the Accepting/Engineer-in-charge, or
  - (f) Shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering , or

- (g) Being an individual, or if a firm any partner there of 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 or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed executed by him for benefit of his creditor shall be given to contractor for the value of the work executed by him up to the time of cancellation the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the contractor ; or
- (h) Being a Corporation, shall pass a resolution or the court shall take 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 debenture holders to appoint a receiver or manager; or
- (i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (j) Assigns, transfers, 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 there of without the prior written approval of the Accepting Authority;

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue there after to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.

36.1 The Accepting Authority shall on such cancellation have powers to:-

- (a) take possession of the site and any materials, constructional plant, implements, stores, etc., there on, and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

36.2 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 of the works is not to 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 up to the time of cancellation, the value of contractors materials taken over and incorporated in the work and use of tackles and machinery belonging to the contractor.

36.3 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 on any account, and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

36.4 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 contractors 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.

- 36.5 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, 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.

#### **LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

- 37 If the Contractor or his workman or employees shall injure or destroy and part of the building in which they may be working or any building, road, fence etc. continuous to the promises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or his prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a quality inferior to that contracted for; or otherwise not in accordance with the contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and re-execute the work and/or remove and replace with other the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.
- 37.1 In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. shall be removed and surfaces, cleaned simultaneously with completion of these items of work in individual rooms, quarters or promises etc. where the work is done, without waiting for completion of all other items or work in the contract. In case the contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the contractor. Before taking such action however, the Engineer-in-charge shall give three days notice in writing to the contractor.

#### **URGENT WORKS**

- 38 If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor unable or unwilling at once to carry it out as he may consider necessary. If the urgent work be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

#### **CHANGE IN CONSTITUTION**

- 39 Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindi Undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of condition 41 (j) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition-41.

## **TRAINING OF APPRENTICES**

- 40 The Contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub-contractor and other employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in the Scheduled-F and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

## **VALUATION AND PAYMENT**

### **RECORDS AND MEASUREMENT**

- 41 The Engineer-in-charge shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the contracted rates for each such items of work.
- 41.1 All items having a financial value shall be entered in measurement book, level book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.
- 41.2 Measurement shall be taken jointly by the Engineer-in-charge or his authorised representative and by the Contractor or his authorised representative.
- 41.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him or the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such a notice or fail to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.
- 41.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 41.5 Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the Corporation, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement.
- 41.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. code of practice at the time of tendering.

### **METHODS OF MEASUREMENT**

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

### **PAYMENT ON ACCOUNT**

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

- 43.1 Payment on account for amount admissible shall be made on certifying the sum by the Engineer-in-charge 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.
- 43.2 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 itself be conclusive evidence that any work or materials to which it relates is/ or accordance with the contract.
- 43.3 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

#### **TIME LIMIT FOR PAYMENT OF FINAL BILL**

- 44 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 these 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.
- (i) Contract amount not exceeding Rs. 5.0 lakhs : four months
  - (ii) Contract amount exceeding Rs. 5.0 lakhs: six months
- 45 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 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.

#### **OVER PAYMENTS AND UNDER PAYMENTS**

- 46 Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the contractor the same may be deducted by the Corporation from any sum then due or, which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation(which may be available with the Corporation) or from his security deposit; or he shall pay the claim on demand.
- 46.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact than the amount of the final bill figures the arbitration award.
- 46.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the contractor or 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 the contractor by the Corporation.



- 46.3 Provided that the aforesaid right of the Corporation to adjust over-payment 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.
- 46.4 Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the Corporation on any other contract or account whatsoever.

#### **ARBITRATION AND LAW**

##### **ARBITRATION :-**

47. 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 arbitrations 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. 50,000.00 (Rupees Fifty thousand only) 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 thereunder 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 with held on account of such proceedings.

The contractor shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator, shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitrator shall be such place as may be fixed by the arbitrator, in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties of this contract.

#### **LAWS GOVERNING THE CONTRACT**

48. 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.

## **SECTION – VII**

### **SPECIAL CONDITIONS OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT**

1. This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the general conditions of contract.
2. Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of this special conditions of contract.
3. The technical specification and standards of various works shall be specified in tender specification.
4. The work and services to be covered under this specification and the conditions therein are detailed in the following sections of the specification and these sections along with enclosed drawings and documents form a part of this tender specification.

<b>Section I</b>	<b>:</b>	<b>Notice Inviting Tender</b>
<b>Section II</b>	<b>:</b>	<b>Form of Tender</b>
<b>Section III</b>	<b>:</b>	<b>Article of agreement</b>
<b>Section IV</b>	<b>:</b>	<b>General Information</b>
<b>Section V</b>	<b>:</b>	<b>Conditions of Tendering</b>
<b>Section VI</b>	<b>:</b>	<b>General Conditions</b>
<b>Section VII</b>	<b>:</b>	<b>Special conditions</b>
<b>Section VIII</b>	<b>:</b>	<b>Technical specification &amp; scope of work</b>
<b>Section IX</b>	<b>:</b>	<b>Schedule of works</b>

5. Ground area (without any finish) shall be given for construction of temporary storage/shed. The contractor shall demolish all such temporary structures constructed by him for erection and clean the site, unless, otherwise instructed by the purchaser.
6. On arrival of material at site, the contractor shall open the packing, cases, inspect the materials, repair and replacement of materials damaged or lost in transit or at site should be done promptly by him at no extra cost to the purchaser.
7. The contractor shall arrange for all machinery, tools and tackles etc. as required for handling at site, erection of structures under this contract. No equipment will be available for hire from the purchaser other than specified.
8. No compensation shall be paid to the contractor for temporary idling of their workers, officers and equipments etc. for hocking/matching up of the works, awarded for the existing works extension which may arise due to non-availability of site, facilities etc. However, best effort shall be put up by the purchaser, without disrupting production of the operating plant, to extend all help and facilities at site to the contractor for carrying out their works satisfactory without any loss of time and man-hour etc.

### **9. PROGRESS REPORTS AND SCHEDULES**

The contractor shall submit to the purchaser, by the 3<sup>rd</sup> of every month 3(three) copies of a report in an approved proforma showing the progress made in construction, procurement activities of the works during the previous months. The report also indicate any delay with respect to the approved programme and corrective measures proposed by the contractor.

10. The contractor shall arrange for all approach facilities at his own cost as may be required during construction period.

**11. COMPLETION TIME**

The total time period for computing the entire job covered under this NIT specification is given /mentioned in the NIT which will be reckoned 15 days from date of Work Order / L.O.I. or handing over the site whichever is later.

**12. MEDICAL CARE**

The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, Medical facilities of UCIL may be available to the contractor on chargeable basis.

**13. DELAY IN COMPLETION**

If the contractor fails to complete the works within the time frame of completion the purchaser shall be entitled to impose liquidated damage a sum at  $\frac{1}{2}$  % of contract sum for each complete week between the time for completion and actual date of completion, maximum upto 7.5 % of the contract value in accordance to clause of the general conditions of Contract (G.C.C)

**14. Schedule of work**

The successful contractor will have to submit a programme of work in the form of Bar Chart and PERT Chart showing the tentative progress of work of design, fabrication, delivery, installation, commissioning, etc. within a reasonable time after receipt of LOI but before signing of the contract agreement, to the purchaser for his approval. The programme to be made in such a manner that it will cause minimum shut down to the operating plant. The programme to be made to complete the system within the stipulated time period. The submission to and approved by the purchaser of such programme shall not relieve the contractor of any of his duties or responsibilities, under the contract.

**15. Time Bar on payment**

Payment shall be released within 45 days after checking and entries made on measurement book and certification of the progress bill (R/A Bill) done by Engineer-in-charge. No claim whatsoever shall be entertained for late payment beyond 45(forty five) days for reasons attributable to the contractor.

**16. Contractor to follow security rules enforced by the owner**

The contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by the owner from time to time. Entry to the works premises of the owner is strictly restricted and only bonafide pass/permission holders are allowed.

**17. Price Escalation**

**No Escalation on any account would be payable under this contract.**

**18.0 MATERIALS TO BE SUPPLIED BY THE OWNER.**

**The** following materials will be supplied by the Owner to the contractor for execution of the works , at prices and conditions herein set forth.

- (a) Phenol, bleaching powder and detergent powder will be issued to contractor free of cost as per requirement, free of cost.

**19. CONDITION OF SUPPLY :**

- (a) Cement will be supplied at owner's stores at Jaduguda. The contractor shall take delivery of the materials at the stores as may be directed and shall transport them to the work sites at his own cost. All materials issued to the contractor shall be for the specific use on the works only and not for temporary works and for the construction of the contractor's site office and stores. Empty cement bags will have to be properly returned to the owner's store, otherwise the cost of the same as decided by the corporation will be recovered.
- (b) The contractor shall submit to the Engineer well in advance, the estimated monthly requirement of cement.
- (c) Wastage of cement issued to the contractor shall be allowed up to a maximum of  $\pm 3$  % of the theoretical consumption required to complete the work.
- (d) No recovery of materials issued by UCIL shall be made on actual quantity consumed for the works plus allowable wastage.
- (e) Cement issued to the contractor in excess of 103 % of the theoretical consumption required to execute the work shall only be taken back if it is in fresh condition and in full bags. For any cement unaccounted for by the contractor or otherwise rendered unsuitable for use while in contractor's custody. The Owner shall recover from the contractor the cost of cement at a penal rate mentioned below.

Penal Rate : for cement : Rs. 570.00 per bags.

- 20. The contractor shall have to provide suitable store buildings for proper storage of cement issued to him from time to time.
- 21. The contractor shall satisfy himself of the quality of materials received at the time of taking delivery from owner's stores. No claim whatsoever, will be entertained by the owner once the materials are issued to the contractor, in respect of any deficiency either in quality or in quantity.
- 22. The contractor shall submit reconciliation statement of cement drawn by him from the owner's stores one in every months. Failing compliance to this requirement, recovery of the cost of materials issued to the contractor at penal rates.

**23. Government Labour Act :**

The contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution of work. All necessary arrangement for labour security, Insurance, will have to be made by the Contractor at his own cost.

**24. Contractor Labour Act :**

According to provision of contract labour (Regulation & Abolition ) Act of 1979 and Contract ( Regulation and Abolition\_ Central Rules – 1971. Contractor engaging 20 or more contract labourers on any day are required to obtain the license from the Regional Labour Commissioner. In the event of the break of the aforesaid condition, the contractor shall be opened for action as deemed fit by the concerned labour authorities of the State/Central Government.

- 25. Four nos. water overhead tanks of different staging height (Upto 35 meters approx height ) are also to be painted with water proof cement paint. Earlier few bee hives had been observed at different part and height of the tank. If so, the site will be handed over to the contractor in as it is conditioned and the contractor will have to adopt suitable means to remove the bee hives with necessary safety precaution at his own cost.

26. **No escalation on any account whatsoever would be payable under this contract.**

27. **PAYMENT ON ACCOUNT:-**

- (a) Interim bills shall be submitted by the contractor at intervals mentioned in schedule-F on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- (b) Payment on account for amount admissible shall be made on certifying the sum by the Engineer-in-charge 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.
- (c) 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 itself be conclusive evidence that any work or materials to which it related is complete in all respects.
- (d) Pending consideration of extension of date of completion, inter payments shall continue to be made as herein provided.
- (e) 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 these items of the bill 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.
- (f) Final bill will not be entertained unless the same is accompanied by an affidavit in Form No. 'H' with particulars in Form No. 'N' as per Rules – 40 (10) of Jharkhand Mineral Concessional Rules – 1972. Transport Challan in Form No. 'F' in original will also be enclosed alongwith final bill.

Alternatively, Contractor will have to submit royalty clearance certificate towards the use of miner minerals used in the work from the District Mining Department.

**28. GUARANTEE**

- (i) Guarantee, whenever required by the contract, shall be furnished by the contractor to the owner on forms approved by the Engineer and shall be signed by both the contractor and the sub-contractor when the sub-contractor's work is involved.
- (ii) the contract assumes a proper degree of skill on the part of the contractor and all his workmen employed. The contractor shall consult with the engineer whenever in his judgement a variation in the work of construction in the quality of materials specified would be beneficial or necessary to fulfill the guarantees called for in the contract. Such variations shall be carried out by the contractor only when authorized by the Engineer in writing.

- (iii) The request for such changes shall be made before the contract agreement is executed otherwise guarantees will be understood to hold good for work as specified in the contract and any variation necessary to fulfill such guarantees shall be carried out by the contractor at his own cost.

## **29. CONTRACTOR'S SITE ESTABLISHMENT**

### Site office and stores

The contractor shall build at his own cost a suitable site office and necessary stores on the portion of the land allotted to him in an approved manner. The contractor shall maintain and keep his office and stores in good condition through out the execution of the works.

## **30. Contractor to assist in measurement**

The engineer shall except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. The contractor shall when he requires any part of parts of the works to be measured, give notice to the engineer or the engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should be contractor no t attend or neglect or omit to send such agent then the measurement made by the engineer or approved by him shall be taken to be the correct measurement of the work.

Except where any general or detailed description of the work in the schedule of items expressly shows to the contrary, all measurement be made according to the procedure set forth by the engineer.

## **31. Water**

- (a) **Water will be provided at a single point near work sit free of cost , but subject to availability otherwise contractor will have to arrange himself at their own cost for that no payment will be reimbursed by UCIL.**
- (b) **Contractor has to arrange/make their own arrangement from above point of water.**

## **32. Foreclosure of contract**

- 32.1 If at any time after acceptance of the tender the corporation decides to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequent of the foreclosure of the whole or part of the works.
- 32.2 That 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:



- a) Any expenditure incurred on preliminary site work e.g; temporary access roads, temporary labour huts, staff quarters, and site office storage accommodation and water storage tanks.
- b) The corporation shall have the option to take over contractor's material or any part thereof either brought to the 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 which the contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, be worked out taking into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the contractor.
- (c) For contractors materials not taken over by the corporation, reasonable cost of transporting such materials from site to contractors 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.
- (c) If any materials supplied by the Corporation are rendered 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, shall be paid to the contractor if so required by the corporation.
- e) Reasonable compensation for transport 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.

33. 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.

34. **ROYALTY**

Contractor will have to pay royalty charges to the concerned department towards the use of minor minerals such as sand , gravel , stone chief , stone boulder , rock , bricks , and morum etc. for the quantity consume in the work.

35. **VARIATION AND SCHEDULE OF QUANTITIES :**

The quantities set out in the schedule of items are the estimated quantities of permanent works only. The actual design and quantities may vary from those indicated in the tender documents due to the actual conditions of the site or due to other reasons.

The contractor shall carry out all the work up to a total variation  $\pm 15\%$  on the contract to price. All tendered rate shall remain firm within this limit. Any individual item may vary to any extent and to excluded altogether and extra items may be included rates for extra items not covered in CPWD, DSR – 2007 shall be based on market price of material and labour with 15 % extra to cover overhead and profits.

## **SECTION -- VIII**

### **TECHNICAL SPECIFICATION & SCOPE OF WORK**

## **SCOPE OF WORK**

### **The work to be considered under the scope of work.**

The premises indicating in the specification shall be executed properly and to be maintained clean. If at any time, any fault is found in your workmanship, no payment will be paid for that week ( ¼ th of the month ).

Minimum 08 ( Eight) sweepers/cleaner would be engaged for normal daily duty but it may be increased during lawn cleaning, grass cutting and other activities like schools function, special program etc. In-case, non-deployment of required manpower, recovery at double the rate of existing labour rate will be recovered from the R.A. Bills.

Rate must be quoted considering all the above scope of work and schedule of quantity per month basis.

Soft brooms, stick brooms, phenol, bleaching powder tools, tackles and transport etc. shall be arranged by the contractors at his own cost as per requirement. Only Phenol, detergent powder and bleaching power will be issued to contractor as per requirement from Estate Office, free of cost. The work shall be carried out between 6.30 AM to 12.00 Noon and 2.00 PM to 4.30 PM on all working days

Date : \_\_\_\_\_

Signature of the contractor

## SECTION -- IX

### **SCHEDULE OF WORKS**

## **SCHEDULE OF WORKS**

### **NOTES :**

1. Details of the items under this schedule shall be read in conjunction with the corresponding technical specification, drawings and allied tender documents.
2. The work shall be carried out as per construction drawings, specification, the description of each items in this schedule and / or instruction of the Engg-in-charge.
3. Items of work provided in this schedule but not covered in the specification shall be executed strictly as per instructions of the Engg-in-charge.
4. Unless specifically mentioned otherwise in the contract, the tender shall quote for the finished items and shall provide for the complete cost of labour, T&P materials, erection and dismantling of necessary scaffolding, levies, taxes, transportation, storage, repairs, rectification, maintenance until handing over revenue expenses, contingencies, overhead profits and all incidental items not specifically mentioned but reasonably implies and necessary to complete the works according to the contractor.
5. Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellation should be countersigned by the tenderer. In case of illegibility, the interpretations of the Engg-in-charge shall be final. All entries shall be in the English language.
6. The decision of the Engg-in-charge shall be final and binding on the contract regarding clarification of items in this schedule with respect to the other sections of contract.

### **In this schedule of items following shall apply :-**

R.M.	:	shall mean running meter
M2	:	shall mean square meter
M3	:	shall mean cubic meter
CM3	:	shall mean cubic centimeter
Tonne	:	shall mean metric tonne
Each	:	shall mean one
Kg	:	shall mean kilogram
T&P	:	shall mean tools and plants.

# **SECTION -- X**

## **SAFETY RULES**

### **SAFETY OF CONTRACTORS EMPLOYEE**

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. Contractor 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 Safety Officer (Mill) through their contracting Officers every accident involving.  
--- Their personnel, UCIL property or personnel, ---Property or personnel of other contractors working on the site.
- 4.1 Contractors must report to the Safety Officer(Mill) immediately on becoming aware of any accident of Type-A(See Appendix-I) giving the following information:-  
---Name of the informant, ---Nature and location of incident being reported, ---Name of supervisor/Engineer-in-charge, location and telephone number where he can be reached.
- 4.1.1 Contractors shall submit their investigation reports, through their contracting Officer, to the Safety Officer (Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A(See Appendix-2).
- 4.2 In the case of Type-B accidents (See Appendix-I), contractors shall submit their investigation reports, through their contracting officers, to the Safety Officer(Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A.
- 4.3 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form-B(See Appendix-3) and be sent to the Safety Officer(Mill) by the 7<sup>th</sup> of the next month.
- 4.3.1 Prime contractor reports shall include the mandays lost and occurrence of accidents under the jurisdiction of the sub-contractors.
- 4.3.2 Contractors shall submit a narrative on Safety activities and fire incidents for each month alongwith Form-B. The review should contain such items as personnel and programme chain, major project started and major problems.

## **APPENDIX – 1**

### **CLASSIFICATION OF ACCIDENTS**

#### **Type-A**

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

#### **Type-B**

Minor injuries which result in laceration, abrasion, contusion etc.

Disabling injuries but not requiring hospitalization.

## **APPENDIX – 2**

### **ACCIDENT INVESTIGATION REPORT**

Name of the contractor and Project :

Nature of the contract :

Name of the Engineer-in-charge :

Name of the injured person :

Age :

Address :

Date and Time of accident :

Place where the accident occurred :

Nature of job :

What was the injured person doing at the time of accident ? :

Description of accident (in detail) :

Nature of injuries :

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

What was wrong with working methods instructions? :

What steps should be taken to prevent/recurrence of such accident? :

Name of the Witness :

Safety representative's remarks with signature and date :



### **APPENDIX – 3**

(FORM – B)

SUMMARY OF ACCIDENT FOR THE MONTH OF.....

---

Name of the Contractor:

Name of the Project:

Name of the sub-contractor:

Name of the Safety representative  
of the project:

Total no. of persons working  
in the project:

Male

Female

Engineer:

Supervisors:

Labourers:

Total nos. of accidents(including type 'A' & 'B' accidents)

Disabling injuries

Non-disabling injuries

-----

-----

---

Agency

No.

No. of days lost/changed

Machine

:

Handling Materials

:

Full of persons

:

Hand tools

:

Fire/Explosive

:

Collapse of excavation/structure

:

Electric shock/burn

:

Miscellaneous

:

**Remarks:**

## SECTION -- XI

### SCHEDULE – 'B'

#### MATERIALS FOR ISSUE TO THE CONTRACTORS

SI No.	Particulars	Rate at which materials will be issued	Quantity	Place of Issue
1.	2.	3.	4.	5.

ONLY PHENYL, BLEACHING POWER, DETERGENT POWDER AND CARBOLIC ACID AS PER REQUIREMENT WILL BE SUPPLIED BY THE CORPORATION FREE OF COST.

SOFT BROOM, STICK BROOM, TOOLS AND TACKLES SHALL BE ARRANGED BY THE CONTRACTOR.

THE CONTRACTOR SHALL COVER ALL MATERIALS AT SITE WITH REQUISITE INSURANCE AGAINST THEFT, LARCENCY, FIRE TEMPEST AND FLOOD.

---

Signature of Contractor  
Date :

## **SCHEDULE – 'D'**

Sl.No.	Category of labourer	Wages per day (Rs.)	Remarks
1.	Un-skilled labourer	Contractor's are required to enquire from time to time from the govt. authorities the minimum wages rate payable and pay to the workman accordingly.	

Signature of Issuing Officer

Signature of Contractor

Date:

Date:

**Note:** It will be the responsibility of the Contractor to check-up time to time from the Government Authority the minimum wages rate payable and pay to the workmen accordingly.

## **SCHEDULE – (F)**

### **GENERAL CONDITIONS OF CONTRACT**

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	<b>Fifteen percent</b>
Retention Money	10 percent of the contract sum including earnest Money.
Time for completion of work	<b>12 (Twelve) Months</b>
Agreed liquidated damage	Up to a maximum 05 percent of the contract sum.
Defects Liability period	01(One) month from the date of handing over the site by the contractor after rectifying all the defects pointed out during joint inspection on virtual completion of work.
On Account Payment	<b>Bi-monthly R. A. Bills</b>
Security deposit returned after virtual completion	Fifty percent and remaining 50% after expiry of defect liability period
Insurance	As directed.
Authority for Appointing Arbitrator	Chairman and Managing Director.

**Name of the Work : Sweeping and Cleaning works in the AEC Schools at Jaduguda for the year 2014-2015.**

1. Three sets of schedule of quantities enclosed separately with this bid document and bidders are directed to submit their price offers ( schedule of quantities with rates) in triplicate. The second and third copy of schedule of quantities and Rates quoted shall necessary be photo / Carbon copy of the original duly signed by the Contractor.
2. Earnest money deposit will be accepted as per relevant clause mentioned under heading E.M.D.
3. Income – Tax, Sales Tax will be deducted as per norms of the Corporation , if applicable.
4. The Contractor should quote their rates considering minimum wages for unskilled labourers as per notification of A.L.C ( C ) , Chaibasa. In case of any increase in the minimum wages the same has to be paid by the contractor.
5. All terms and conditions like compensation for delay, termination of contract etc. will be governed as per UCIL's tender conditions.
6. Safety precaution should be maintained during execution of the work.
7. Successful bidders should obtain necessary workmen Insurance cover and shall submit to the corporation before the commencement of the work.
8. The entire work will have to be completed within twelve (12) months time.
9. The successful bidders shall have to comply with the provision of Contract Labour (Regulation and Abolition) Act, 1970 and Rules appended there under, if applicable to him.
10. Corporation reserves the right to accept or reject any or all bid either in full or part thereof or to split up if necessary without assigning any reason whatsoever.
11. Tenderers are directed to inspect the area / work site before quoting their rate.
12. On account payment: By Monthly R. A. Bill
13. Rates to be quoted in figure as well as in words
14. CONTRACTORS WILL HAVE TO FOLLOW: The successful tenderers shall have to comply with provision of Contract Labour ( Regulation & Abolition) Act, 1970, EPF & MP Act, 1952 and Rules framed there-under, if applicable, to him / them.
15. The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, postscripts, additions and alterations shall not be recognised unless confirmed by the tenderers signature. Tender shall submitted schedule of item(s) and rates(s) in triplicate duly signed and stamped on each page.
16. Besides above, the contractor shall provide the following materials to the Labourers engaged by him :-
  - a) Uniform - 1 set (Maroon Color) to each male and 01 No. White Saree with red border to each female at the time of commencement of work.
  - b) Gum boot – 1 pair , hand gloves- 1 pair, Helmet-01 No. and mask – 1 No.
  - c) Life buoy soap -02 Nos. per month; Bati Soap- 01 No. per month

Date:

Signature of contractor

URANIUM CORPORATION OF INDIA LIMITED  
JADUGUDA MINES

Schedule of Quantities for Sweeping and Cleaning works in the A.E.C. Schools at Jaduguda for the year of 2014-2015

Item No.	Description of work	Quantity	Unit	Rate per Unit	Total Amount
1	<p>Sweeping all class rooms floors, verandah outside lawn, concrete, path way etc. upto fenced area of the following school Buildings including collection of dry leaves, polypaper, paper, unwanted materials, garbage and disposal of the same up to a lead of 500 M</p> <p><b>No. of Intervals- Daily</b> <b>LOCATION</b></p> <p>a) Primary School (AECS-1)</p> <p>b) Secondary School (AECS-1)</p> <p>c) Primary School (AECS-2)</p> <p>d) Secondary School (AECS-2)</p>	12	Month		
2	<p>Cleaning of all toilets, W.C. Pans urinal squatting, urinal, drinking water taps area with phenol / bleaching powder in the following school buildings.</p> <p><b>No. of Intervals- Twice Daily</b> <b>LOCATION</b></p> <p>a) Primary School (AECS-1)</p> <p>b) Secondary School (AECS-1)</p> <p>c) Primary School (AECS-2)</p> <p>d) Secondary School (AECS-2)</p>	12	Month		
3	<p>Cleaning and sweeping entire school building floors with detergent powder / phenol and make the floors tidy condition.</p> <p><b>No. of Intervals- Once in a week</b> <b>LOCATION</b></p> <p>a) Primary School – AECS-1</p> <p>b) Secondary School – AECS-1</p> <p>c) Primary School- AECS-2</p> <p>d) Secondary School- AECS-2</p>	12	Month		

Item No.	Description of work	Quantity	Unit	Rate per Unit	Total Amount
4	<p>Cleaning of drains , chhajjas roofs, ceiling removing of rank vegetation, grass, dry leaves, grass, rubbish etc. and spreading of carbolic acid / bleaching powder as per direction of Engineer-in charge.</p> <p><b>No. of Intervals- Once in a week</b></p> <p>LOCATION</p> <p>a) Primary School – AECS-1</p> <p>b) Secondary School- AECS-1</p> <p>c) Primary School –AECS-2</p> <p>d) Secondary School –AECS-2</p>	12	Month		
		Total Amount (Rs.)			

Rebate , if any, .....

(Rupees \_\_\_\_\_)

Date : \_\_\_\_\_

Signature of the Contractor