

# TENDER DOCUMENT

OF

NIT No: UCIL/BGT/MECH/03/18, Date: 27/04/2017

Name: **Repair / Maintenance Work of Different Types U/G Equipments at Bagjata Mines**

URANIUM CORPORATION OF INDIA LIMITED  
(A Govt. Of India Limited)  
PO Jaduguda Mines, Dist: East Singhbhum  
Jharkhand 832102

URANIUM CORPORATION OF INDIA LIMITED  
(A Government of India Enterprise)  
P.O. JADUGUDA MINES - 832102  
Dist. Singhbhum (E), Jharkhand

**NIT No: UCIL/BGT/MECH/03/18**

ITEM RATE TENDER

F O R

**Repair / Maintenance Work of Different Types Underground Equipments at Bagjata Mine**

**(NIT No: UCIL/BGT/MECH/03/18 on Dated 27/04/2017)**

1. To be deposited in duplicate in the tender box at the office of Manager (Admn), Jaduguda by 12.00 hours on 05-05-2017
2. Technical Part of Tenders shall be opened in presence of Tenderers who may like to present at 15.30 hrs on 05-05-2017

Issued to: \_\_\_\_\_  
(Name of contractor)

Signature of Officer issuing the

Tender Documents: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Cash Memo No.:

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

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

**NIT No: UCIL /BGT /MECH/03/18**

**Date: 27/04/2017**

**NOTICE INVITING TENDER**

(NIT No: UCIL /BGT /MECH/03/18)

Sealed Item rate tenders in two part (Part-I Techno-Commercial in single set & Part-II Price Part in triplicate one original and two duplicate) copy are invited from contractors with following pre qualification criteria (PQC)

1.0 The contractor shall have the experience of mechanical related work at underground Metalliferrous Mines

2.0 The contractor must have completed

- one similar work not less than 80 % of the estimated value of the work or
- two similar works not less than 50 % of the estimated value of the work or
- three similar works not less than 40 % of the estimated value of the work

3.0 Minimum average turnover of six (06) lakh in last three financial years i.e. 2013-14, 2014-15 and 2015-16 on the Balance Sheet and P & L account

4.0 PF registration certificate copy, Service tax R.C. copy, PAN no must be submitted

Name of the work	Repair / maintenance work of different types of U/G equipments at Bagjata Mine
Cost of tender documents	Rs 1500 /- to be submitted through SBI challan or SBI collect
Estimated value of work	Rs 18,03,915/- (rupees Eighteen lakh three thousand nine hundred fifteen only)
Completion Time	03 months (Six months)
EMD to be deposited with tender	Rs 36000 /- only
Last date and time for submission of tenders (Both Parts)	Up to 12.00 noon on 05-05-2017
Date of opening of tenders (Technical Part)	Up to 3:00 PM 05-05-2017

The tender document having full details, Terms, Conditions & Specifications of works as well as details conditions of tendering is available at UCIL website [www.ucil.gov.in](http://www.ucil.gov.in). Downloaded filled tender documents are to be submitted in two parts (i.e. Part-I: Technical & Commercial part and Part-II: Price Part ) along with a separate envelope containing a SBI challan or SBI collect of Rs 1500/ (cost of tender document) to the office of Manager ( IR & Personnel)UCIL, PO. Jaduguda Mines, East Singhbhum District, Jharkhand – 832 102 so as to reach him on or before the date and time fixed for receiving the tender. Tenders received without Earnest Money Deposit will be summarily rejected. Tender documents submitted in any other form like email, fax message etc shall not be entertained.

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

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

For CHAIRMAN & MANAGING DIRECTOR  
URANIUM CORPORATION OF INDIA LIMITED

All notice boards

PART I

**TECHNO COMMERCIAL PART**

NIT No: UCIL /BGT /MECH/03/18  
Special Instructions to the Bidders

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

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

- Envelope-I: Part I should contain Technical offer along with credentials etc, Earnest Money Deposit /Bank Guarantee in original single set
- Envelope-II: Part II should contain sealed price offer in original with two sets of photocopies.
- Envelope-III Envelope containing a Bank Challan of Rs 1500/ (cost of tender document)

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

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

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

Signature of the Bidders with Seal

PART-II  
**PRICE PART**

**TABLE FOR FILLING UP THE RATE**

NIT No: UCIL /BGT /MECH/03/18

Repair / maintenance work of different types of underground equipments at Bagjata Mine

Sl. No	Description of Item	Qty	Unit	Unit Rate in Figure and words	Total Figure and words
	Repair and Maintenance of Load Haul Dumpers, Low Profile Dump Trucks, Drill Jumbos and Services Vehicle at Bagjata Mine both surface and underground in all three shift including Sunday. Daily average physical attendance shall be twenty seven (27) in which there shall be 15(fifteen) numbers of skilled & 12(thirteen) numbers of unskilled persons with minimum 32 person on roll, with tools & tackles and with all kinds of taxes including service tax and PF, Bonus, Insurance and any other statutory expenses like VTC, Initial & Periodical Medical Examination etc as per direction of Engineer's In Charge and Engineer's representatives	3	month		

Gross Total in words for six (03) month: Rupees ----- only

Overall rebate, if any: \_\_\_\_\_ (in figures) and \_\_\_\_\_ (in words)

Gross Total after rebate if any: Rs ----- (in figure) and Rupees -----

----- (in words)

**Note:** 1. All the rates quoted against items shall be written in figures and words without which tenders are liable to be rejected. If any discrepancy is observed then rate in words will be taken in to account.

2. Overall rebate, if any, should be mentioned in above column only and written elsewhere shall not be considered.

3. The Bidders must duly sign all the pages of tender document along with the seal of his agency.

4. The description of the items given in the Price schedule is only a brief description of the work and in case of any ambiguity, contradiction, omission, doubt; one has to refer to the general and special conditions of the tender.

5. Price bid shall be including with all the prevailing taxes, duties etc. and any other statutory expenses except service tax that shall be borne by UCIL if applicable. If the Bidders have to pay the service tax, the same shall be reimbursed to him by UCIL on production of documentary evidence.

Signature of contractors with seal

## SPECIAL CONDITIONS OF TENDER

NIT No: UCIL /BGT /MECH/03/18

### 1.1 Introduction

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

### 1.2 Production of mine

The mine production is through underground decline mine by heavy earth moving trackless machineries like loaders, dumpers and drill jumbo which vary as per requirement.

### 2.0 Surface Facilities:-

2.1 Power: Either by JSEB Power supply or otherwise by 750 KVA DG Set on emergency.

2.2 Compressed air : Three KES-160 Electric Compressors has been installed at Compressor House and each compressor has a capacity of 1000 cfm. One no GA 2007 Atlas Copco compressor is also installed to meet the purpose.

2.3 Stowing Plant: A stowing plant is in operation to pump sand to the mine for filling the open spaces mined out.

2.4 Maintenance garage: There is a maintenance garage equipped with 12Ton EOT crane, a garage compressor, a grease pump and vehicle washing machines

### 3.0 Under ground workings :-

The upper working levels of Bagjata Mine are accessed through a 7-degree Decline. These working levels are 60-m level, 100-m level, 150-m level and 175m level.

3.1 Ventilation:-Two no PV-160 Fan is to be installed for main Ventilation. Other fans are installed for Auxiliary Ventilation.

3.2 Pumping:-Pumping of Mine water from underground is basically being done by KSB & KDP- Pumps, VASA pump.

3.3 Transport of material:-Various U/G mining equipments are being used for the purpose.

### 4.0 Detail of equipments etc

The equipment specification is as follows:-

4.1 Loaders: ST-3.5 Make Atlas Copco/any other equivalent Atlas Copco Loaders

Quantity: 02 Nos. The detail of machine is given in operation and maintenance manual

4.2 Loaders: ST 710 Make Atlas Copco quantity 03 nos and the detail of machine is given in operation and maintenance manual Dumpers: MT431B Make Atlas Copco /any other equivalent Atlas Copco

4.3 Low Profile Mine Truck: MT 431 B Make Atlas Copco quantity 04 nos and the detail of machine is given in operation

4.4 Drill jumbos: Boomer281/Rocket Boomer 281 Make Atlas Copco quantity 03 nos and the detail of machine is given in operation

5.0 Condition of production equipments, Equipment Date of commissioning and Running hrs are given in the following table.

Table I

Sl No	Equipments	Model	Proj Sl No	Date of commissioning	Eng Hrs/Drill meters
1	LHD	ST 3.5	ST-1	13.12.05	22926.3
2	LHD	ST710	ST-2	20.11.08	15001.4
3	LHD	ST710	ST-3	15.01.09	9122.3
4	LHD	ST710	ST-4	01.07.09	15030.5
5	LHD	ST 3.5	ST-5	29.10.05	18214.7
6	LPDT	MT-431B	MT-1	30.10.07	15490.8
7	LPDT	MT-2	MT-2	12.04.06	18912
8	LPDT	MT-3	MT-3	18.04.06	18127.5
9	Drill Jumbo	B-1	Boomer 281	24.12.03	654576
10	Drill Jumbo	B-2	R.Boomer 281	08.01.09	622197
11	Drill Jumbo	B-3	R.Boomer 281	24.12.08	661074

#### 6.0 Maintenance schedule:

There is a schedule maintenance hours of all the equipments as provided in the manual which should be followed strictly so as to avoid major failures. All the diagnostic approach to repair shall be strictly followed as per the manuals of the respective equipment.

#### 7.0 SCOPE OF WORK

- Daily maintenance
- All subassembly repair
- Schedule maintenance
- Troubleshooting diagnosis
- Provision of manpower for maintenance and storage of material etc
- Any other activity/work necessary to maintain the machine on working condition etc
- Providing required set of machine in each shift.
- Maintenance of records related to machine repair and maintenance including statutory records.

## 8.0 TECHNICAL SPECIFICATIONS

It will be the responsibility of the tenderer to work as per the technical specifications given in the following paragraphs.

### 8.1 Scope of supply of UCIL regarding oil and hose requirement for the equipments

- Oil requirement for the equipments are as follows:
- Engine Oil: 15W40
- Transmission Oil: C4 SAE30
- Hydraulic oil: Servo system 46
- Drilling Oil: Servoneum 100R
- Gear oil: gear oil 90
- Grease: MP grease
- Special grease: Tisona 2
- All kinds of hoses

The contractor shall be given the above mentioned item as per UCIL standard at Bagjata Mine. The contractor has to give intimation of requirement of aforesaid items 30 days before the consumption.

### 8.3 Mobilisation

Mobilisation shall be completed within 15 days of issue of LOI / work order.

### 8.4 Period of contract

The period of contract shall be 06(Six) months plus 15 days mobilisation period. The quantity may be increased to + 10% subject to approval of competent authority.

## 9.0 Engagement of locals and materials etc

(a) Tenderer shall at his own cost arrange for all materials in their scope, stores, lubricants, spares, tools and tackles etc. and maintenance/repairs of the Equipments required/deployed for the work. The UCIL shall have no liability whatsoever on this account.

(b) Tenderer should deploy local persons as much as possible to achieve smooth maintenance of equipment for production of ore.

## 10.0 Records, Inspection etc

Tenderer shall maintain proper records in English/Hindi of the equipments etc., regarding work done, daily attendance of employees, payment to the employees etc. UCIL shall have the right of access to such records and inspection of those records or to call for any or all these records. Tenderer shall be bound to comply with such instructions.

## 11.0 Specific Provision if not mentioned

UCIL shall have the right to give any instruction to the tenderer necessary for the safe and orderly execution of the work and/or to forthwith remedy/modify/remove/stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the tenderer shall be obliged to comply with the same, without any claim for compensation for the same. In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contain herein, the decision of the Engineer-in-charge shall be final and binding on the tenderer.



## 12.0 Provision of Law, Rules etc

All work have to be done by the contractor as per the provision of Mines Act 1952, Metalliferous Mine Regulation 1961, Mine Rule - 1955, Indian Electricity Act and rules, EPF/MP Act 1952, Minimum wages Act and rules, contract labour (Regulation & Abolition) Act, 1970 with contract rule 1971, Atomic Energy Act 1962, Indian Explosive Act & Rules and all other laws applicable to Metal Mines in regards to the works awarded. The tenderer shall comply with all amendments to the above acts.

## 13.0 Claims, reimbursement etc

In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the tenderer or his employee or any accident involving the employees/dumpers/ equipments of the tenderer or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act/rules/Regulations/Bye-laws/Orders, by the tenderer, the tenderer shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the tenderer against all such claims.

## 14.0 Damage to company properties

If the UCIL suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the party of the his representative/employees or from the dumpers/equipments of the contractor, the value of the same as assessed by the UCIL shall be recovered from the tenderer's bill/security deposit. The decision of the UCIL on this regard shall be final and binding on the tenderer.

## 15.0 Deduction of Extra Payments

The UCIL shall have full right to deduct any excess payment/ penalties/claims dues/taxes/levies etc. deductible/recoverable from the tenderer as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the contractor for any amount payable to him against this contract or any other contract with the UCIL.

## 16.0 Engaging Persons as per this Tender

(a)Tenderer shall deploy adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the tenderer and a copy of the same shall be furnished to the Mines Manager/Engineer-in-Charge, Bagjata as and when required.

(b)Tenderer shall issue on identity card/employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

(c)Tenderer shall not engage any person of less than 18 years of age or females during night hours as required by relevant law. The skilled persons shall have experience of six years of same nature of work in mine.

(d)Tenderer shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge.

(e)The Mines Manager, Bagjata/Engineer-in-charge shall have the authority to ask for the immediate removal of any employees of the tenderer from the site for any reason and tenderer or his authorized representative shall be bound to comply with the instructions in this regard.

(f) The successful tenderer have to release their workmen employed against this work for safety/environmental training at V. T. Centre, Jaduguda as per requirement assessed by Engineer in charge at their own cost.

### 17.0 Accommodation

Tenderer shall arrange for housing accommodation of his employees and the UCIL shall have no responsibility/liability whatsoever in this regard.

### 18.0 Compensation in case of accidents etc

In case of any accident to any employee of the tenderer arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the workmen's compensation Act, 1923 or any amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

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

In case of any accident occurs or any injury is caused to any employees of the UCIL by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor's representative/employees, the compensation for the same, as provided in law or as assessed by the UCIL shall be recovered from the tenderer along with the costs and expenses incurred by the UCIL on the same.

### 19.0 Claim of employee of tenderer

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

### 20.0 Responsibility of contractors

In the case of any danger, accident, in the course of execution of the work, Tenderer shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.

### 21.0 Insurance and labour License

Necessary workmen insurance coverage and labour license, if required shall be obtained as per working rules by the contractor for required Nos. workmen to be engaged for this work at his own cost for the whole period of the contract and shall be furnished to the UCIL before commencement of the work. In addition to the above, all the vehicles engaged for this job shall be fully with Insurance coverage. All the machineries, engaged against this work shall also be insured by the successful tenderer for the entire period of the contract at their own cost and insurance shall be done before commencement of this work.

## 22.0 Availability of equipments and record keeping.

The availability of equipments is to be kept as such so as to produce targeted production per day and for miscellaneous jobs as per requirement.

Based on the maintenance done each shift, daily mechanic report, engine hour report, oil consumption report, tyre record, spares consumption report, daily attendance record, battery record, drill tooling record, brake testing record are to be kept for reference for DGMS,ISO etc.

Also, a monthly breakdown report and the status of machines are to be prepared by the bidder.

## 23.0 Brake test

Brake test of equipments is required to be tested at site, Bagjata on specified dates in presence of authorised representative of UCIL and to ensure the filling of check list daily or weekly.

## 24.0 Canteen facilities

Canteen facilities to Contractor's labours on chargeable basis may be provided by UCIL on request of the contractor at the discretion of UCIL, subject to availability.

## 25.0 First-aid facilities

Limited first-aid facilities to the extent available at working site shall be extended to Contractor's employees on chargeable basis at the discretion of the UCIL.

## 26.0 Time Schedule

The quantum of work as given in the tender and work order should be completed within 03 (Three) months plus 15 days mobilisation period.

## 27.0 Quoted Rate

The rate quoted by the tenderer shall be treated as complete in all respects including all taxes, duties and other levies of the Government/ local authorities. However if any increase in taxes duties, levies etc. after opening of price part be paid by the tenderer and will be compensated by UCIL on production of documentary evidence of payment.

## 28.0 Undertaking etc

Tenderer shall give an undertaking in engine hours and drilling hours indemnifying the UCIL against all risks and liabilities whatsoever arising out of accident etc. during course of execution of work.

## 29.0 Contract Labour Act:

Before the actual commencement of work, Tenderer will have to get a Labour license from the ALC, Chaibasa (Central)for engaging the labourers and he will be governed by all the provision of the Contract Labour Act 1970 (Regulation & Abolition).

## 30.0 Scope of Bidder:

The contractor shall provide three numbers skilled supervisor, twelve skilled, fifteen semi-skilled, and one unskilled person to execute the jobs.

### 31.0 UCILs Responsibility

UCIL will provide the material, spares, consumables and services free of cost required to undertake the repair and maintenance work.

1. Power at 415 V +/-10 %, 50 Hz +/-5 %, from a fixed point from the sub station as when required.
2. Compressed air at about 6 Kg/cm<sup>2</sup> from the compressor house at a fixed point as and when required
3. Drinking water from a fixed point as per actual requirement
4. Provide shelter for Main office space, site offices, Workshop and restroom for Mechanics and associates. Provide lockers for maintaining spares and consumables.
5. All safety items like safety shoes /safety gum boots, safety helmets, safety belts, ear muffs, ear seals, safety goggles, gas cutting goggles, welding masks, ear muffs, hand gloves, polypropylene ropes, and all other safety gadgets.
6. Site /area illumination arrangement of the entire area handed over as per the requirement.
7. Fuel and lubricants for the equipments.
8. Repairing and overhauling of individual parts which required special tools, Jig, fixtures, skill etc shall be done by UCIL and not included in the contract.

### 32.0 Duration of Maintenance

Maintenance either schedule maintenance, breakdown maintenance shall be carried out during 24 hours of a day.

### 33.0 RA Bill etc

One Running bill can be raised by the contractor for every month. Bill shall not be paid if statutory requirements are not fulfilled.

### 34.0 Payments

Tenderer shall bear all costs and expenses for the execution of the contract. The UCIL shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract. However payments shall be done on actual attendance on proportion of desired attendance. In case payment of labourers engaged for this work has not been made on stipulated payment day, UCIL shall compel the tenderer to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the tenderer.

### 35.0 Safety Item and PPE

The UCIL shall provide all relevant personal protective Equipment and other safety accessories.

### 36.0 Defect Liability

There will be no defect liability period for this work.

### 37.0 Security Deposit

Total amount of Security deposit shall be 10% of the awarded value of work. Five Percent amount shall have to be deposited as initial security deposit at the time of execution of agreement and balance 5 % of Security Deposit shall be recovered @ 10 % from each RA Bill.

### 38.0 Tax etc

The Bidders shall include all the prevailing taxes, duties etc. except service tax that shall be borne by UCIL if applicable. If the Bidders have to pay the service tax, the same shall be reimbursed to him by UCIL on production of documentary evidence. If there is an increase in the Work Contract Tax after the reopening of the revised price bid, UCIL should bear it. As far as the Sale Tax /VAT are concerned, Form J, VAT-407 if not applicable, is to be submitted by the Bidders.

### 39.0 Penalty

Daily average physical attendance shall be twenty seven (27) in which there shall be 15(fifteen) numbers of skilled & 12(twelve) numbers of semiskilled persons with minimum 31 person on roll. Payments shall be done on actual attendance on proportion of desired attendance. In case of failure to maintain 85 % attendance there shall be penalty of 5% of bill amount claimed.

### 40.0 Any Claim, Reimbursement etc

Any claim, reimbursement etc falling out of the purview for which RA bills are paid will be put up to the General Manager (Mines). General Manager (Mines) will constitute a committee which will go through the above and give its recommendations which will again be examined by the following committee

1. Mines Manager
2. Mechanical Engineer not below the rank of Supdt
3. A representatives of DGM rank from finance department

These recommendations with comments of Engineer-in-charge will be put up to Director (Tech) for final decision on any clams etc.

**FORM OF TENDER**  
NIT No: UCIL /BGT /MECH/03/18

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

Signature :.....

Address :.....

.....

Name of partners/Directors of the Firms:

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



Excise Duty Regd. No

:

Contract Labour Regulation & Abolition Act :  
Regd. No.

Any other relevant Regn. No. if any :

Details of ownership of various constructions :  
Equipments furnished as enclosed

In case of any litigation with client within last :  
Five years, please furnish the details.

Name and signature of Authorised Representative of Tenderer/Contractor



## BANK GUARANTEE FORM FOR EARNEST MONEY

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

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

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

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

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Tenderer furnishing a Bank Guarantee in lieu of Earnest Money in Bank Draft for a sum of Rs. \_\_\_\_\_ the Guarantor do hereby convenit irrevocably to undertake and promise to pay a sum of Rs. \_\_\_\_\_ to UCIL without demur and merely on demand from them, in case the tenderer make any default or commits any breach in the performance, observance or discharge of the terms and conditions contained in the said Tender.
2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the said Tenderer has committed any breach of default in the performance, observance or discharge of the terms and conditions of the said Tender and the decision of UCIL shall be final and binding on the guarantor irrespective of the fact whether the Tenderer admits of denies the default or questions the correctness of any demand made by UCIL in any court or Tribunal or Arbitration proceedings or before any Authority.
3. It shall not be necessary for UCIL to proceed against the said Tenderer before proceeding against the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtains the guarantor notwithstanding any security which UCIL may have obtained from the Tenderer, shall at the time when proceedings are taken against the guarantor, remain outstanding or unrealised.
4. The grantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective any any concession or time being granted by UCIL to the tenderer and the guarantee shall remain in full force and effect irrespective of any other change in terms, conditions, stipulations or any variations in the terms of the tender

and irrespective of whether notice of such change or variation is given to the guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said tender is hereby specifically waived by the guarantor.

5. The guarantor hereby agree that it shall not be released from this guarantee by any forbearance, exercise or non-exercise of any of the powers of heights under the Tender by UCIL against the Tenderer or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so releasing the Guarantor irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is given to the Guarantor or not.

6. The Guarantee herein contained shall not be determined or prejudiced by the liquidation or winding up or insolvency or any change in the constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or this may hereafter become due to UCIL are paid in respect of any liability or obligation of the Tenderer under the tender subject, however, that UCIL shall have no right under this guarantee after expiry of the validity of this guarantee unless this guarantee is extended by mutual agreement.

7. The guarantor hereby undertake not to revoke this guarantee during the period it is in force except with the previous consent of UCIL in writing.

8. Any claim or dispute arising under this guarantee shall be enforced settled in the courts of law at Jamshedpur, Jharkhand State.

9. The guarantor hereby declares that it has power to execute this guarantee under its Memorandum and Articles of Association and the Executants has full powers to do so on its behalf under the power of Attorney dated \_\_\_\_\_ granted to him by the proper authorities of Guarantor.

10. IN WITNESS whereof the \_\_\_\_\_ (Bank) has hereunto set and subscribed its hands the day, month and year first above written.

11. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. \_\_\_\_\_ and \_\_\_\_\_ will remain valid till \_\_\_\_\_(date) unless an action to enforce a claim under the guarantee is filed against us within \_\_\_\_\_. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.

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

WITNESS:

Name and Address

Signature

\_\_\_\_\_  
\_\_\_\_\_

## BANK GUARANTEE FORM FOR SECURITY DEPOSIT

Name of the Bank :

Address of the Bank :

Guarantee No :

Date :

Date of Expiry :

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

Limit of Liability :

Whereas Uranium Corporation of India Limited (hereinafter referred to as the CORPORATION) having its registered office at Jaduguda Mines P.O. and Dist. East Singhbhum, Jharkhand-832 102 which expression shall, unless repugnant to the context, includes its legal representatives, successors and assigns, have entered into an Agreement (hereinafter referred to as the Agreement) with M/s. \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR) having its registered office at

\_\_\_\_\_ which expression shall, unless repugnant to the contest, include its legal representatives, successors or assigns, for \_\_\_\_\_ (Name of work) letter of intent / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ described in the Agreement based on the Terms and conditions contained in the Agreement and whereas by the said Agreement CORPORATION has agreed to pay the CONTRACTOR in terms of the said Agreement.

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

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

Now the conditions of this Guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions and stipulations of Agreement including covenants, condemning Bank Guarantee stipulated therein on the part of the CONTRACTOR (as principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of CONTRACTOR the CONTRACTOR shall satisfy and discharge the damages sustained by the CORPORATION thereby, up to the amount of this Bank Guarantee herein, then the obligation herein shall be null and void, but

otherwise shall be in full force and effect for a period of \_\_\_\_\_ months i.e. up to \_\_\_\_\_ From \_\_\_\_\_. But no alterations in the terms of the said Agreement made between CORPORATION AND CONTRACTOR or the extent or the nature of the materials supplied, completed and maintained there under and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the said Agreement on the part of CORPORATION shall in any way release the CONTRACTOR from any liability under the Guarantee herein.

We do hereby undertake to pay the amount due and payable under this Bank Guarantee without any demur, merely on demand from CORPORATION stating that the amount claimed is due by way or the loss or damage caused to or suffered or would be caused to or suffered by CORPORATION by reason of any breach by the said CONTRACTOR (as principal) of the terms and conditions obtained in the said Agreement or by reason of the said CONTRACTOR's (as principal) failure to comply with any of the conditions with regard to the Agreement set out in this Bank Guarantee. Any such demand made on the CONTRACTOR under this guarantee.

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

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

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

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

IN WITNESS WHEREOF, the CONTRACTOR (as principal) and surety have executed this Guarantee and have affixed their seals on this date \_\_\_\_\_. Now withstanding any thing contained herein before our liability under the present Guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) and shall remain in force for a period of \_\_\_\_\_ months i.e. up to \_\_\_\_\_ from \_\_\_\_\_. Unless a suit or action is instituted to enforce the claim under the Guarantee within 6 (Six) months from the said date all your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

PRINCIPAL

SURETY

For and behalf of (Name of Firm) For and behalf of (Name of Bank)

## ARTICLES OF AGREEMENT

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz :
  - (a) Tender Notice No.....Dated .....
  - (b) The Drawings
  - (c) The Tender
  - (d) The General Conditions of Contract
  - (e) The Specifications
  - (f) The Special Conditions
  - (g) The Schedule of Quantities
  - (h) Design Data and Technical Specifications (if any)
  - (i) General Information and Guidance for Tenderers
  - (j) Any other document specifically mentioned herein as forming a part of the Agreement.
3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor here by covenants with Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.
5. The several parts of this contract have been read to us and fully understood by us. AS WITNESS OUR and this.....day of .....

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

In the presence of .....

Signed by the said .....  
Contractor

In the presence of .....

# GENERAL CONDITIONS OF TENDER

NIT No: UCIL /BGT /MECH/02/18

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

## DEFINITION

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



11 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned to cover all over-heads and profit.

12 The 'Site' shall mean the lands and /or other places on, under in or through which the work is to be executed under the Contract including any other lands of places which may be allotted by the Corporation's or used for the purposes of the contract.

13 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion maintenance of the works.

14 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.

15 A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.

16 The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

## FILLING UP THE TENDER FORM

1. Rates - The tenderers are required to quote the rates against all items of the schedule of Quantities in words and figures clearly, failure in this respect is liable to render the tender incomplete. The incomplete tenders may be rejected.
2. The tenderer shall submit along with the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, condition of contract etc. or Schedule of Quantities is required, the same can be obtained by the Tenderer's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.
5. Receipts for payments made on account of a work when executed by a firm (partnership) must also be signed by the several partners except where the Contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each items of the work. The quantities shown therein an approximate only, being given as an indication of the scope of the work in accordance with his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it the rate stated for the particular item of work, subject only to any adjustments that may be provided for in the General Conditions. It is to be clearly understood that no work will be paid for under more than one item or more than once under any item.
7. The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenders without having been so filled in, and complete he shall request the Corporation to have this done before he complete and delivers his tender.
8. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various classes of work involved, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time specified in the contract. In compliance with this, the tenderer shall along with tender furnish, a list of major works executed by him during three previous years, the Banks with which he has dealings, the Bankers Certificate a copy of the profit and loss account and balance sheet for the year the proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest years.

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

10 The tender form must be filled in English and all entries must be made by hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing, or unsigned, the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderer. Over-writing of figures is not permitted to comply with any of these conditions will render the tender invalid. No advice of any change in rate or conditions after the opening of the tender will be entertained.

11 Item rates should be submitted in duplicate and the 2nd copy shall necessarily be Xerox/Carbon copy of the original copy duly signed by the Bidders

## EARNEST MONEY

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

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

The Earnest Money will be refunded (Through RTGS mode of bank payment only) to the unsuccessful tenderers within a reasonable time without any interest. The Earnest Money deposited by the successful tenderer will be retained towards the Security Deposit for the duly fulfilment of the contract but shall be forfeited if the Contractor fails to deposit the requisite Security Money, execute the agreement and/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).

## SECURITY DEPOSIT

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

Upon acceptance of the tender, the successful tenderer shall within ten days of the written acceptance of his tender, deposit with the Corporation the requisite amount to make the Security Deposit 5 % (five per cent) of awarded value of jobs. Such sum shall be deposited by the Contractor in any of the forms stipulated hereunder.

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

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

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

Refund of Security Deposit - One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per Condition.

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

## PRE TENDERING ACTIVITY

1 Inspection of Site - The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require availability of labour, Water, electric power and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The inspection of the site is to be carried out by the tenderer at there cost and risk. The corporation will not pay any amount against this.

2 Sufficiency of Tender - Description of item in the Schedule of Quantities is brief and therefore shall be reading conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations u under the contract and all matters and things necessary for the proper completion, maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the works. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the tenderer shall be inclusive of all taxes, duties and other statutory levies.

## CONTRACTORS RESPONSIBILITY AT WORK

1 The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.

2 The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall 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 Defect Liability Period unless the Engineer-in-charge directs their earlier removal.

3 Site Drainage - All water which may accumulate on the site during the progress of the works or in trenches and excavation shall be removed from the site to the satisfaction of the Engineer-in-charge and the Contractor's expense.

4 Nuisance - The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

5 Materials obtained from Excavation - Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.

6 Treasure Trove, Fossils Etc. - All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.

7 Protection of Trees - Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within one metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

8 Watching and Lighting - The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.

9 Contractors Supervision-Site Supervisory Staff - The contractor shall engage and keep at site, qualified technical staff engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.

10 Inspection and Approval - All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

11 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement, of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-charge or his authorised representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considered it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-charge.

12 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

13 Uncovering and Making Good - The contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

14 None of the documents issued by the Corporation to the Contractor shall be used by the Contractor for any purpose other than that of this contract.

15 Facilities to Other Contractors - The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Corporation may enter into in connection with or ancillary to the works.



16 Sub-Contracts - The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

17 The Contractor must follow the instructions of the Corporation's representative and carry on the work as per Corporation's directions. Prevailing UCIL's General Conditions of Contract pertaining to the execution of Work shall be applicable and binding on the Contractor.

18 In case the Contractor fails to perform in partially or wholly, the Corporation will have right to get the work done partially or wholly, at their option departmentally or by some other agency and if any extra cost is incurred thereby, the same will be recovered from the Contractor's bill or Security Money.

19 The Contractor will be held responsible for any accident or damage to his vehicle or to his staff or any other person or property and any compensation payable shall be borne by the Contractor. In case the compensation is paid by the Corporation on the account of the Contractor, the same shall be recovered out of any amount due to the Corporation on any account as the Corporation deem fit. If for any Act of the Corporation is involved in litigation/Court case, the entire responsibility for all cost incurred by the Corporation for defending/conducting the court case should evolve on the Contractor and the expense thus incurred by the Corporation should be met by the Contractor. The Corporation shall have full powers to realise these charges by deduction from any dues to the Contractor, or from the Security Deposit.

20 The Contractor will have to make his own arrangements for accommodation of his labour and staff.

The vehicles engaged must be fully road worthy and have full valid papers.

## RESPONSIBILITIES AND POWER OF CORPORATION

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

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

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

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

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

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

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

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

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

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

11 All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

12 The Contractor or his Agent shall be in attendance at the site/sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had given to the Contractor himself.

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

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

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

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

## LABOUR

1 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

2 The Contractor shall furnish to the Engineer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer-in-charge or to the officer so nominated. Contractor should also inform the number of female workers who have been allowed maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

3 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

4 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

5 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, or any other law relating thereto and Rules made there under from time to time.

6 The Contractor shall be liable to pay his contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.

7 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Act.

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

9 In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under/amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.

10 Model rules for Labour Welfare. The Contractor shall at his own expense comply with or cause to be complied with Model Rules for labour Welfare as provided under the Rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

11 Failure to comply with model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

12 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at Site and the Contractor shall on no account be allowed to extent him operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall be a licence subject to the following and such other terms and conditions as may be imposed by the licence :-

- (i) that he shall pay a nominal licence fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him,
- (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,
- (iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge,
- (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

13 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

14 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

15 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

16 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

## TIME SCHEDULE

1 Suspension of Works - The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-

- (i) on account of any default on part of the Contractor,
- (ii) for proper execution of the marks or part thereof for reasons other than the default of the Contractor,
- (iii) for safety of the works or part thereof.

2 Time and Extension for Delay - The time allowed for execution of the works as specified in the Special terms and conditions, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty forfeit the Earnest Money/Security Deposit absolutely.

3 Time and Progress Chart. - As soon as possible after the Contract is concluded the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

4 The delay due to the following reason may be considered for not imposing fine what so ever on the contractor.

force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, delay on the part of other Contractors or tradesman engaged by Corporation in executing work not forming part of the Contract, non-availability of stores, which are the responsibility of Corporation to supply, non-availability or break-down of Tools and Plant to be supplied or supply by Corporation, any other cause which, in the absolute discretion of the Corporation, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall to all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

5 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## PAYMENT

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

2 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

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

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

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

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

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

7 Overpayments and Under payments - Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the amount. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the withstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

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

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

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

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

12 Any expenditure arising out of preliminary site work e.g.; temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks will be paid as per the contract

13 Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

14 The contractor shall if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

15 Market Rate-Percentage addition to cover overhead addition to cover overhead and profit. : Ten per cent.

Retention Money: 10 (Ten) per cent in form security deposit will be kept till the final bill is settled.

## DEFECTS LIABILITY PERIOD

1 The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period mentioned hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

2 From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Corporation's T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.

3 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contract in favour of the Corporation, provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

4 Where the Corporation building or a part thereof is rented by the Contract he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.

5 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify caused by the Excepted Risks.

6 The Contractor shall at all times indemnify the Corporation against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agent, or servants) and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other Law relating thereto.

7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.

8 The Contractor shall prove to the engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period.

9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

10 If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recovery the same as debt due from the Contractor.

11 In case the Job / Work is divided in part or so the defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

## LEGAL REQUIREMENT

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

- The Mines Act.
- The Indian Electricity Act,
- The Indian Explosive Act,
- The Minimum Wage Act.1948
- The Indian Atomic Energy Act.
- The Employees Provident Fund Act
- Atomic Energy Act
- Workmen Compensation Act 1923
- Payment of Gratuity Act 1972
- Employees P.F. and Miscellaneous Provision Act 1952
- Maternity Benefit Act 1951
- Contract Labour (Regulation & Abolition) Act 1970
- Payment of Wages act 1936
- Equal Remuneration Act 1979
- Payment of Bonus Act 1965
- Industrial Disputes Act 1947
- Industrial Employment (Standing Orders) Act 1946
- Trade union act 1926
- Child Labour (Prohibition & Regulation) act 1986
- Inter-state Migrant Workmen's (Regulation of Employment & Conditions of service) Act 1979
- Factories Act 1948

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

1 This contract shall be governed by the Indian laws for the time being in force and it shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand within the ordinary Civil Jurisdiction of the Competent Courts in the District, Singhbhum.

2 Minimum wages to be payed as fixed by Assistant Labour Commissioner, Central, Chaibasa from time to time for different category of labour as fixed.

3 Contract Labour Act : As a transport contractor you should obtain a licence from the competent authority for engaging the labourers as required under the provision of the Contract Labour Regulation & Abolition) Act 1970 and Rules framed there under as applicable to Central Government Undertakings. The licence may be shown to the competent authority as required.

4. Formalities Regarding the Contract: Before commencing the work, Contractor will have to take Third Party Insurance and Insurance to cover risk for Injury/Accident of labourers engaged. The Insurance Policies should be submitted to Accounts Department of UCIL, Indemnifying the UCIL from all liabilities under Workmen Compensation Act for Accident / Injury etc.

5 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

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

## SAFETY

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

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

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

3. Contractors shall have at least one person fully trained in First Aid present at the site of work all the time.

4. Contractors must report to the Officer In-charge through their contracting officers every accident involving. (a) their personnel, (b) UCIL property or Personnel, (c) Property or personnel of other contractors working on the site, (d) Name of the Person/s, (e) Nature and location of incident being reported, (f) Name of Supervisor/Engineer-in-charge, location and telephone number where he can be reached.

5. Contractors shall submit their investigation reports, in the format provided, through their contracting officer, to the Officer In-charge immediately but not later than 3 working days after the occurrence of accident.

6. Monthly summary of accidents and cases of fire shall be prepared by each contractor and be sent to the Officer In-charge.

7. Prime contractor reports shall include the man days lost and occurrence of accidents under the jurisdiction of the sub-contractors.

8. Contractors shall submit a narrative on safety activities and fire incidents for each month. The review should contain such items as personnel and programme change, major project started and major problems.

9. All safety appliances and protective clothing shall be provided to the workers by the Contractor at his cost.



## TOOLS, PLANT, EQUIPMENT AND MATERIAL

- 1 The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work other than specified in the contract.
- 2 If the Contractor requires any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to Contractor at a rate to be fixed by the Engineer-in-charge.
- 3 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognised holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has in fact, remained idle with the Contractor because of the Suspension, provided the Contractor, in case the period of suspension exceeds 11 days returns Corporation's T & P to the place from where it was issued.
- 4 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidar's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of Engineer-incharge unless such damage is caused because of negligence of crew provided by the Corporation.
- 5 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Corporation's T & P was not the Contractor's expectations.
- 6 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 7 The contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.
- 8 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.
- 9 The Contractor shall at his own expense and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the Contract.

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

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

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

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

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

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

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

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

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

19 All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall, on completion or on foreclosure of the work be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

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

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

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

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

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

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

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

25 The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

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

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

## ADDITIONAL WORK

1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor.

(a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus

(b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge. Rates for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows :-

(i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the Contractor the applicable rate shall be taken from the Schedule of Quantities of that at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

(ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more Schedule of Quantities form part of the contract, the rate shall be derived from the nearest similar item in other Schedule of Quantities.

(iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of work shall be carried out at the rate entered in the C.P.W.D Schedule of Rates current rate then, plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Measurement Contracts based on item rates or Lump-sum contracts based on Bill of Quantities or Percentage Rate Contracts.)

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

## DISCREPANCIES

1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract.

4 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules :

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

(b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

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

(d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General Summary by the tenderer, shall be ignored.

(e) In case of Lump Sum contractors based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/- whichever is less than the errors shall be rectified and the rectification dealt with as for deviations/variations, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the contractor in the Bill of Quantities.

## CANCELLATION OF CONTRACT

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

If the Contractor at any time makes default in proceeding with the work with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge.

If the Contractor commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.

If the Contractor fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

If the Contractor commits default in unauthorised transfer/removal from the wok site of any material for which payment has been claimed or indulge in unauthorised transfer/removal of materials/tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.

If the Contractor shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation.

If the Contractor shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge.

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

If the Contractor being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditor shall be given to the Contractor for the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor.

If the Contractor being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court or debentures holders to appoint a receiver or manager; or

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

If the Contractor assigns, transfer, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

2 The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as a whole or only such items of work in default from the Contract. The Accepting Authority shall on such cancellation have powers to:

(a) Take possession of the site and any materials, constructional plan, implements, stores, etc., thereon; and /or (b) Carry out the incomplete work by any means at the risk and cost of the Contractor.

3 On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of Contractors' materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

4 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor shall be called upon in writing to pay the same within 30 days.

5 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

6 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

7 Termination of Contract for Death.

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



## ARBITRATION

Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman and Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

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

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

## DECLARATION SHEET

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

Tenderer's Name \_\_\_\_\_ :

Authorised representative's Signature :

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

Authorised representative's Signature :