

TENDER DOCUMENT
OF
N.I.T. NO.UCIL/BTN/MM/01

ITEM RATE TENDER

FOR

**UNDERGROUND DEVELOPMENT WORK AT
BHATIN MINES FROM 185 ML TO 250 ML
(Part-I)**

Techno-Commercial Part

**URANIUM CORPORATION OF INDIA LIMITED
BHATIN MINES**

INDEX

Items	Page No
Tender Issue Form	01
Notice Inviting Tender	02
Credentials	03
PRICE PART: Special Instructions to the Contractors	04
TABLE FOR FILLING UP THE RATE (Un-Priced Schedule)	05-10
SPECIAL CONDITIONS OF TENDER	
Scope of the Work	12-13
Technical Specifications	14-20
List of Free Supply from UCIL	21
Responsibility of UCIL	21-22
Responsibility of Contractor	22
Work Schedule	24
Drawings	24
Consumption Limits	24
Defect Liability Period	24
Extra Items	25
Escalation	25
Taxes	25
Security Deposit	25
FORMS	
Form of Tender	27
Bank Guarantee	28-29
Earnest Money	30-31
Security Deposit	32-33
Articles of Agreement	34
GENERAL CONDITIONS OF TENDER	
Definition	35-36
Scope and Performance	37
Work to be carried out	37
Inspection of Site	38
Sufficiency of Tender	38
Discrepancies and Adjustment of Errors	38
Security deposit	39
Deviation/Variation Extent of Pricing	39
Suspension of Works	40
Time and Extension for delay	41
Time and Progress chart	41
Tools and Plants	42
Materials	42-44
Labour	45-46
Permission	46
Setting out of Works	46
Completion Certificate	49
Compensation for delay	50
Force closure of contract in full or part	53
Cancellation of contract in full or part	
Valuations and Payments	57
Time limit for final payment	58
Overpayments and Underpayments	58
Arbitration and Law	59
Laws Governing the contract	60
Schedule-B	61
Schedule-C	64
Schedule-F	65
Drawings	

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

N.I.T. No. UCIL /BTN /MM /01

ITEM RATE TENDER

F O R

Underground Mine Development Work at Bhatin Mines from 185 ml to 250 m level

NIT No. UCIL /BTN /MM /01

1. To be deposited in duplicate in the tender box at the office of GM (Pers) IRs, Jaduguda by 3:00 pm on 19th January 2015.
2. Technical Part of Tenders shall be opened in presence of Contractors who may like to present at 3:30 pm. on 19th January 2015-at the office of -GM (Pers) IRs, Jaduguda

Details of Demand Draft:

Draft No..... Date.....

Amount.....

Name of Branch.....

Submitted by (Name and Address with seal of Contractor).....

Uranium Corporation Of India Limited
(A Govt. of India Enterprise)
(CIN : U 12000 JH 1967 GOI 000806)
Jaduguda Mines, P.O. Jaduguda Mines, Dist. Singhbhum (E), Jharkhand - 832102
(Phone 0657 2730122 /222 /353, Fax: 0657 2730322)

No. UCIL /BTN /MM /NIT/01

November29, 2014

NOTICE INVITING TENDER
(N.I.T No. UCIL /BTN /MM /01)

Sealed Item rate open tenders in two parts (Part-I Techno-Commercial Part & Part-II Price Part) in triplicate (one original plus two photo copy sets each self contained in all respects) in prescribed format are invited from contractors who have executed more than 1300 m (cumulative) linear development in underground metal mines in last three (03) financial years (2013-14, 2012-13 & 2011-12) with an average annual turnover of Rs. 1.5 Crores for last three (03) financial years (2013-14, 2012-13 & 2011-12) .

Name of the work	Underground Mine Development Work at Bhatin Mines from 185ml to 240 m level
Cost of tender documents	Rs 2000
Estimated value of work	Rs 110081064
Completion Time	36 months (Thirty-six months)
EMD to be deposited with tender	Rs 11 lakhs
Last date and time for submission of tenders (Both parts)	Up to 3:00 pm on 19 th January 2015
Date of opening of tenders (Technical Part)	At 3:30 pm on 19 th January 2015

This N.I.T and Tender document has to be downloaded from UCIL website www.ucil.gov.in. The downloaded Tender Document shall be filled and the cost of tender document shall be paid by the contractors in form of demand draft drawn on S.B.I, Jaduguda, (IFSC code-SBIN0000227) in favour of Uranium Corporation of India Limited, Jaduguda. The same draft shall be submitted along with the Tender. **Fax or e-mail tenders will not be entertained.** The submitted Tender Document must be accompanied with credentials / information sheets along with Completion Certificates/ Work Orders / Experience certificate from client of similar work. Without submission of requisite documents mentioned in the N.I.T., the Tender will not be considered / accepted without prejudice.

Sealed Tenders (Techno-commercial as well as Price Part) will be received at the office of G.M. (Pers.) IRs, Jaduguda up to 3.00 pm and Part- I (Techno - Commercial Part) will be opened at 3.30 pm on 19.01.2015 at the office of G.M.(Pers.) IRs, Jaduguda by the representatives(s) of Chairman & Managing Director in presence of contractors who may like to be present. The successful contractor shall have complied with provision of contract Labour (Regulation & Abolition) Act. 1970 and rule appended there under if applicable to him. The Price Part shall be opened only of the qualified Contractors. Tenders received without E.M.D. will be summarily rejected. Contractors are advised to quote the rate as per the N.I.T. The Corporation reserves the right to accept or reject or cancel any or all Tenders either in full or part thereof or to split up the work, if necessary, without assigning any reasons whatsoever. Commencement of the work is subject to the approval of the project by competent authority.

All notice Boards.

For CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED

CREDENTIALS

The credentials shall be as follows:

Sl. No	Particulars	Enclosures/Comments
1	The contractors should have executed more than 1300 m (cumulative) linear development in underground metal mines in last three (03) financial years (2013-14, 2012-13 & 2011-12)	
2	The contractors shall have an average annual turnover of Rs. 1.5 Crores for last three (03) financial years (2013-14, 2012-13 & 2011-12).	

PRICE PART

N.I.T. No - UCIL /BTN /MM /01

Special Instructions to the Contractors

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

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

Envelope-I: It should contain the Earnest Money Deposit /Bank Guarantee/ Cost of Tender in original along with two sets of photocopies.

Envelope-II: It should contain two more envelopes, viz. **Price Part-II Envelope** & **Technical Part-I Envelope**.

Price Part Envelope: It should contain the Price Offer in original and two sets of photocopies of the same Price Offer.

Technical Part Envelope: It should contain the **Technical Part** (*without price offered*) along with the **credentials etc.** and **two sets of photocopy of these documents**.

The credentials should carry **a declaration of fulfilling the credentials** 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 Contractor, 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 contractors without which tenders are likely to be rejected.

Signature of the Contractor with Seal

TABLE FOR FILLING UP THE RATE
N.I.T No. UCIL/BTN/MM/01

Schedule of Quantity for: UNDERGROUND MINE DEVELOPMENT WORK AT BHATIN MINES

Un-Priced Schedule

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
1	Excavation of 7-degree Access Decline (as per Drg No-1) at Bhatin Mines in hard /soft / weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	520	RM	TO BE LEFT BLANK			
(Rupees Only)							

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
2	Excavation of Drifts /X-Cuts in 1:200 gradient (as per Drg No-2) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	230	RM	TO BE LEFT BLANK			
(Rupees						Only)	

Sl. No	Description of Item	Quantity	Unit	Rate		Amount		
				Rs	P	Rs	P	
3	Excavation of Raises /Manholes in Raises in underground (for raise lengths: 0 m - 30 m) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	460	RM	TO BE LEFT BLANK				
(Rupees								Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount		
				Rs	P	Rs	P	
4	Excavation of Raises /Manholes in Raises in underground_(for raise lengths: <u>>30 m - 60 m</u>) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	410	RM	TO BE LEFT BLANK				
(Rupees								Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
5	Excavation of Raises /Manholes in Raises in underground_(for raise lengths: >60 m) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender	50	RM	TO BE LEFT BLANK			
(Rupees				Only)			

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
6	Stripping of Raises /Manholes in Raises in underground__(for raise lengths: 0 m - 30 m) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender	500	CuM	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
7	Stripping of Raises /Manholes in Raises in underground__(for raise lengths: >30 m - 60 m) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender	450	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
8	Stripping of Raises /Manholes in Raises in underground__(for raise lengths: >60 m) at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender	200	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
9	Excavation of Manholes in Decline /Drifts /X-Cuts /Ramps at Bhatin Mines in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	65	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
10	Stripping in hard /soft /weathered rock formations. Refer Clause No. 1.10 of Special conditions of tender.	1400	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
11	<u>Equipping</u> (fixing of rail, ladder way, joist, touch wire etc) and commissioning of winzes for hoisting of man and materials from 8 th A level to 2 nd level. (excluding cost of excavation, RCC work, structural & reinforcement steel) including fabrication, transportation, erection, tacking of reinforcement steel rods to the steel arches at all places and complete in all respects, including all material, labour, tools, tackles, plant, equipment, accessories as required and directed by the Engineer-in-charge	505	R M	TO BE LEFT BLANK			
(Rupees						Only)	

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
12	<u>Fabrication, Erection and Commissioning of Steel Chutes</u> at different locations in underground for embedding them in RCC or otherwise as per drawing. (excluding cost of excavation, RCC work, structural & reinforcement steel) including fabrication, transportation, erection, tacking of reinforcement steel rods to the steel arches at all places and complete in all respects, including all material, labour, tools, tackles, plant, equipment, accessories as required and directed by the Engineer-in-charge.	14	MT	TO BE LEFT BLANK			
(Rupees						Only)	

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
13	<u>Fabrication, Erection and Commissioning of plate inserts, pipe inserts, fencings, guards and other miscellaneous steel items</u> at different locations in underground for embedding them in RCC or otherwise as per drawing. (excluding cost of excavation, RCC work, structural & reinforcement steel) including fabrication, transportation, erection, tacking of reinforcement steel rods to the steel arches at all places and complete in all respects, including all material, labour, tools, tackles, plant, equipment, accessories as required and directed by the Engineer-in-charge.	40	MT	TO BE LEFT BLANK			
(Rupees						Only)	

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
14	Providing and laying reinforced cement concrete (RCC).) Refer Clause No. 2.11 of Special conditions of tender.	150	CuM	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
15	Providing and laying plain cement concrete (PCC). Refer Clause No. 2.11 of Special conditions of tender.	100	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
16	Brick work in Cement Mortar. 1:4 (1Cement: 4 coarse sand) in underground including cost of all materials, curing, labour & incidental charges, loading and transportation from surface to underground etc. but excluding cost of cement, sand and brick as per direction of Engineer-in-charge .	900	Cu M	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
17	Preparation & Maintenance of underground road by cutting, levelling, loading of aggregates (12mm, 20mm and 40mm down size) and transporting from surface to underground and spreading the aggregates and / or loose muck including cost of all labour and tools for the above but excluding cost of aggregates / loose muck as per the drawing and direction of engineer in charge.	830	R.M.	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
18	Construction of side R.C.C Refer Clause No. 2.11 of Special conditions of tender.	450	R.M.	TO BE LEFT BLANK			
(Rupees							Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
19	<u>Installation of rock bolts</u> of 20mm dia grouting 1.6 Mtr. Refer Clause No. 2.2.3.4 of Special conditions of tender.	155	Nos	TO BE LEFT BLANK			
(Rupees				Only)			

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
20	<u>Installation of rock bolts</u> of 20mm dia grouting 3.0 Mtr. Refer Clause No. 2.2.3.4 of Special conditions of tender.	1550	Nos	TO BE LEFT BLANK			
(Rupees				Only)			

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
21	<u>Fixing of wire mesh /chain link</u> Refer Clause No. 2.2.3.5 of Special conditions of tender.	800	Sq. M	TO BE LEFT BLANK			
(Rupees						Only)	

Sl. No	Description of Item	Quantity	Unit	Rate		Amount		
				Rs	P	Rs	P	
22	<u>White washing</u> of roof, floor and sides, after water spraying to remove the dust particles settled on the rock surface, with aqueous solution of lime, blue and fevicol with the help of compressed air using spraying nozzle including cost of all material, labour, tools and tackles and carriage from surface to underground and vice versa, but excluding cost of lime, blue and fevicol, complete as per directions of Engineer-in-charge.	313.83	Sq. M	TO BE LEFT BLANK				
(Rupees								Only)

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
23	<u>Painting</u> of metallic, rock or plaster surfaces after preparing the surface by removing dust, junk etc, applying the primer, including cost of all material, labour, tools and tackles and carriage from surface to underground and vice versa, but excluding cost of paint and emulsion, complete as per directions of Engineer-in-charge.	100	Sq. M	TO BE LEFT BLANK			
(Rupees Only)							

Sl. No	Description of Item	Quantity	Unit	Rate		Amount	
				Rs	P	Rs	P
24	Writing 3" to 6" size letters 3" to 6" size letters over metallic, rock or plaster surfaces after preparing the surface by removing dust, junk etc, applying the primer, including cost of all material, labour, tools and tackles and carriage from surface to underground and vice versa, but excluding cost of paint and emulsion, complete as per directions of Engineer-in-charge	200	Sq. M	TO BE LEFT BLANK			
(Rupees Only)							
Grand Total =							
(Rupees only)							

Total quoted amount Rs. _____

(Rupees _____ only)

Overall rebate, if any: _____(in figures) _____(in words)

Note:

1. All the rates quoted against items shall be written in figures and words without which tenders are likely 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 contractor 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. Validity of offer should be for a minimum period of six months from the date of opening of the offer.
6. The price offer should include all the prevailing taxes including Work Contract Tax, Service Tax etc.

SPECIAL CONDITIONS OF TENDER

1.0 SCOPE OF WORK

Bhatin Mine accessed from surface through adits (**Adit-4 at ground level is the main mine entry providing access to 2nd level**) and having two main large-section winzes (**about 4 m X 2.5 m cross-section**), viz. W₄₀₀ winze & W₂₄₀ winze (**Inclination 44 ½ - degree & 47-degree respectively**) with man winding facility for approaching lower levels shall be deepened and developed for switching over from conventional to trackless mining. Presently, W₂₄₀ winze hoisting up ore of 5th level (**85 m below ground level**) to 2nd level (**ground level**) from a depth of 100m (below ground) , which shall be deepened upto a depth of 250ml for hoisting up of ore of 8th (225m below ground) and above levels. . Similarly, W₄₀₀ Winze hoisting up ore of 6th (**155 m below ground level**) & 7th level (**185 m below ground level**) to 2nd level from a depth of 200 ml shall also be deepened upto 250ml for hoisting up of ore of 8th and above levels. The separate hoisting stations for both these winzes shall be located at a depth of about 20 metre below 8th level. The existing ore pass system shall be extended upto a depth of 245ml (20 m below of 2nd level) separately for each winze to facilitate the hoisting system. Deepening of winzes shall be done by raising from lower levels and widening the same to 4.0 m x 2.5 m cross-section. To facilitate the development of winzes, a decline (7⁰) of 5 m x 3.5 m cross section is planned from 7th Level to 25 m below of 8th level. The length of the decline is about 520 m. Once the decline reach at 250 ml (**i.e. 25 m below of 8th level**), raise shall start from there at connect it to the winzes and widening of the same shall thereafter. The waste rock generated during development shall be dumped in grizzly (grizzly opening 0.3m x 0.3m) at underground and the same has to be hoisted at 2nd level by means of skip. Since the skip capacity is 1 ton and it can accommodate a boulder size of 0.3m x 0.3m it is required to reduce the boulder size to feed it into the grizzly for which a rock breaker is required to deploy at the grizzly. The waste rock shall be removed from 2nd level to the bunker at distance of about 370 m at same horizon by locomotives with small tubs combination. The scope of work shall cover carrying out the development of decline including some ancillary activities as per the technical specifications and other terms and conditions of the tender document. The Decline /Ramps /Drifts /X-Cuts will have Manholes, Drains, Cross-drains, Switch-bays, Sumps, Loading bays etc. Pipelines, Cables, Lights, Ventilation Fans, and Ducts have to be extended near to the faces when they are advancing to provide good ventilation, illumination, working condition and prevent accumulation of water at the faces. The actual scope of work may be altered to suit the ground conditions at the time of excavation.

1.1 7⁰ Decline:

The portion of the Decline in hard rock will be as per **Drawing No-1**.

1.2 Drifts /X-Cuts

The Drifts /X-Cuts as per **Drawing No-2** will be driven at 1 in 200 gradients.

1.3 Ramp

The ramps as per will be driven at 8-degree upwards.

1.4 Raises

Raises are to be developed manually as per **Drawing No-1**. The cross-section of the raises will be 2.0 m X 2.0 m. Suitable ladders will have to be fitted for the persons to climb up and down safely. Platforms will have to be erected at appropriate locations for persons to work comfortably at the face. The tickler pipes should be extended as per requirement for providing face ventilation.

1.5 Manholes

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

1.6 Switch Bays

Switch Bays will have to be developed along the Decline /Drifts /X-Cuts /Ramps for housing the electrical switchgears, lighting transformers etc. The distance between any two consecutive Switch-bays shall be fixed by the Engineer-in-charge as per site requirement.

1.7 Loading Bays

Loading Bays as per **Drawing No-3** will have to be developed for transferring the muck loaded by LHDs in to the Mine Trucks. The distance between any two consecutive Loading-bays shall be fixed by the Engineer-in-charge as per site requirement.

1.8 Sumps /Pump Chambers /Sub-Stations etc.

The drawings for these excavations will be provided before execution of the work.

1.9 Disposal of Waste Rock

Disposal of waste rock at surface grizzly or other designated place as directed by engineer in charge as per site requirement.

1.10 Any Excavation at Bhatin Mines in hard /soft /weathered rock formations including all materials (except explosive, detonators, rock bolts, crib sets, chock mats, chain link, pipes, hoses, fittings, clamps, ventilation ducts, power and other cables, light fittings, bulbs, tube lights), all equipment (except Drilling Jumbo, LHD, Mine Trucks, electric pumps, pneumatic face pumps, ventilation fans, switch gears, circuit breakers, Gate end Boxes, Lighting transformers, cap lamps, charging rakes, and spares, consumables, fuel and lubricants for these equipment), all labour, plant, tools, tackles, all activities whatsoever like face preparation, drilling, blasting, ventilation, supporting, platform making, ladder fixing, mucking, dewatering, housekeeping, transportation of all materials from surface to underground and vice versa and all incidental miscellaneous works like fitting /laying /installation / charging /connection /disconnection / maintenance /repair of 1", 2", 4", 6". 8" pipes, fittings, valves, fans, ventilation ducts and cables, (signalling /lighting /power), switch gears, joint boxes, lighting transformers /lights and light fittings as per the direction of the Engineer-in-charge.

2.0 TECHNICAL SPECIFICATIONS

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

2.1 Introduction

2.1.1 Location

Bhatin Mines is located 5 km west of Jaduguda Mines & 7 km East of Narwaphar Mines and 5 km away from Rakha Mines Railway station in the Singhbhum East district of Jharkhand State.

2.1.2 Geology

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

2.2 Work Procedure

2.2.1 Face Preparation

2.2.1.1 Level & Flat Dip Faces

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

After completing the above stated work, sockets, if any, present at the face including those of the bottom holes, cut holes and side holes have to be thoroughly examined. Misfires, if any, should be treated as per procedure. All the sockets are to be washed thoroughly with the help of pressurised water, and cleaned with the help of scraper rods and blown with water with the help of a suitable blowpipe. All such sockets should be plugged with wooden socket plugs of appropriate sizes so that the drill men know the exact position of different sockets.

2.2.1.2 Raise Faces

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

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

Then the timber man carrying in his hand short length crowbars, polypropylene rope etc. should climb up to the raise face with utmost care and put the crowbars into the clamp holes near the face. He should dress down loose rock fragments that pose imminent threat to the platform making team before rising lifting up the rail clamps and planks.

Then the team should proceed to lift the rail clamps and planks by tying them to the polypropylene rope to make the platform. This should be followed by dressing down all the loose rock held tightly to the face, roof, floor and the sides that may pose danger to the drilling personnel. The polypropylene rope should be kept tied to the rail clamp or to the platform itself to help the drilling personnel climb up to the raise face with their drilling machine etc.

2.2.1.3 Face Marking

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

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

The Mining Mate who is responsible for giving the above markings should have in his possession a 2.0 / 3.0 m self withdrawing measuring tape, light but thin nylon threads of more than 20 m length, chalk stone, spirit level etc.

2.2.1.4 Drilling

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

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

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

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

2.2.1.5 Blasting /Fume Clearance /Water Spraying /Loose Dressing

The blasting will be done by Emulsion explosive of 40-mm /32-mm /25-mm diameter using aluminium delay electric detonators. Explosive and detonators will be delivered at about 10:00 am at the site once in a day. The powder factor of blasting will be mutually decided by the contractor and UCIL.

Blasting operation has to be carried out during the 'blasting time' fixed by the Mines Manager.

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

2.2.2 Clearing & Hauling up of Muck

The blasted muck will be loaded and hauled up to the waste disposal site at surface grizzly or any other designated place as directed by Engineer In-Charge.

2.2.3 Supporting

All the working places are to be supported adequately for the safety of persons and equipment and should be in conformity to the '**Systematic Support Rule (SSR)**'.

2.2.3.1 Temporary Support

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

2.2.3.2 Permanent Support

2.2.3.3 Steel & RCC Arching

In the weak rock strata the decline /ramp /drift will be supported by 30-cm thick RCC arching of roof, floor and sides (in skin to skin contact with the rock) with /without 150 – 250 mm steel joist arches embedded in it along the sides and the roof.

2.2.3.4 Rock Bolting

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

2.2.3.5 Chain Link Support

Where in the opinion of the Engineer-in-charge, either due to the poor strata condition or otherwise, 'Chain Link Support' needs to be provided for securing the roofs and sides of any particular workings, Galvanised Chain Link (50-mm mesh X 3.0 mm diameter X 2.0 m width) has to be erected by anchoring it to rock bolts with bearing plates.

2.2.4 House Keeping

2.2.4.1 Drainage

Side RCC drains, for trapping and coursing down the seepage water, of minimum 20 cm side-wall / floor thickness, 300-mm X 300 mm finished internal cross-section, have to be excavated & constructed along the Decline /Ramps /X-Cuts /Drift etc in any one side as per the direction of the Engineer-in-charge with Cross-drains at suitable intervals. Heavy-duty steel grating covers will have to be laid over the Cross-drains for heavy vehicles to pass over them.

2.2.4.2 Haulage Road Preparation

The haulage road has to be prepared and maintained by cutting, levelling transporting and spreading of aggregate (12mm, 20mm and 40mm down size) with proper cambers and ceiling clearance.

2.2.4.3 De-watering

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

2.5 Laying of Pipe Lines, Ducts, Cables & Lights

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

2.6 Ventilation

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

2.7 Manholes

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

2.8 Survey

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

2.9 Over Excavation

The excavated '**dimensions**' and the excavated '**cross-sectional area**' of any working should not be less than the '**designed dimensions**' and '**designed cross-sections**' as per its drawing. These excavated dimensions and cross-sectional area of any working **should not exceed** the designed dimensions and cross-sectional area **in normal working conditions**.

Payment for excavations will be based on the designed cross-sectional area only.

Payment for any PCC /RCC work will be based on the designed cross-sectional area that will not exceed the designed cross-sectional area in normal working conditions. The **excavated cross-sectional area** of any working will be determined by systematic joint measurements of its **cross-sectional dimensions** at every 2.0-m interval.

If in the opinion of the Engineer-in-charge, given in writing, any rock strata is found to be unstable and excavation can not be controlled within the above stated limit, additional payment will be made for the extra excavation at mutually agreed rate.

2.10 Supervision

2.10.1 General

2.10.1.1 Mining Mate

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

2.10.2 Mechanical Work

Work related to installation, commissioning, testing, operation, maintenance, lifting, loading etc. of any equipment or mechanical installation will have to be carried out under the supervision of duly qualified and experienced mechanical engineers and mechanics.

2.10.3 Electrical Installations

Any work whatsoever involving any electrical installation shall be carried out under the direct supervision of shift electricians who will have to be available in all the three shifts. All such electricians will have to report to a qualified electrical supervisor holding the general charge of all the three shifts.

Whenever the electrical supervisor proceeds in leave, he will have to authorise another persons having similar qualifications to perform his duties during the period of his absence.

2.10.4 Civil Engineering Work

The civil engineer or experienced supervisor of contractor will have to be present during the concreting operation for supervision and monitoring. All planning, preparations and executions of civil work should be under his direct control.

2.11 RCC /PCC Work

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

The contractor shall collect **sample cube-casts** for each round of concreting and make arrangement for sending the same to the test laboratory of UCIL located at Narwapahar Mines for testing.

Reinforced cement concrete (RCC) work 1:1.5:3 (1 Cement: 1.5 coarse sand : 3 graded stone aggregate using, 20mm and 12.5 mm down screened and washed) and placing it in underground wall, roof, floor etc. in skin to skin contact with rock including any loading and transportation from surface to underground, rod binding /tacking, machine mixing, placing and mechanically vibrating, including cost of platform making, shuttering, and reinforcement etc. (excluding the cost of aggregates, sand, cement and deformed bars for reinforcement) complete in all respects as per specification and direction (thickness and shape as per drawing) at any level and placing it anywhere by Concrete Placer especially for roof lining at any level in underground.

Plain cement concrete (PCC) work 1:1.5:3 (1 Cement: 1.5 coarse sand : 3 graded stone aggregate using, 20mm and 12.5 mm down screened and washed) it in underground wall, roof, floor etc. in skin to skin contact with rock including any loading and transportation from surface to underground, machine mixing, placing and mechanically vibrating, including cost of platform making, shuttering etc. (excluding the cost of aggregates, sand, cement and deformed bars for reinforcement) complete in all respects as per specification and direction (thickness and shape as per drawing) at any level and placing it anywhere by Concrete Placer especially for roof lining.

Weep Pipe and Holes

In saturated formations, the contractor shall install weep pipes to prevent mixing of water with newly placed concrete.

Record of pours

The contractor shall maintain a record of all pours showing dates, quantities, location, weather and temperature conditions, a tabulation of the code number of all cylinder /cube-cast and result of all slump tests. A copy of the record will be made available to UCIL.

Forms

Design and construction of the forms must be such that their shape and alignment shall be maintained throughout their use and **the lining emplaced shall be free from bulges, surface honey combs**

and other defects and mortar leakages is minimum. Forms whose shapes or alignment get disturbed due to repeated use will have to be repaired /replaced by the contractor with new ones.

All work shall, unless specified otherwise, conform to the latest revision of relevant Indian Standard Specifications and codes of practice.

Contact with Rock

Unless stated or otherwise permitted in writing by the Engineer-in-charge, the PCC /RCC work will have skin to skin contact with the rock strata.

2.12 Fabrication, erection and commissioning of steel structure

Fabrication of Steel Arches and Erection in Decline/ Fabrication, Erection and Commissioning of Steel Chutes/ Fabrication, Erection and Commissioning of plate inserts, pipe inserts, fencings, guards and other miscellaneous items at different locations in underground for embedding them in RCC or otherwise as per drawing (excluding cost of excavation, RCC work and steel) including fabrication, transportation, erection, tacking of reinforcement steel rods to the steel plates, pipes etc. at all places and complete in all respects, including all labour, tools, tackles, plant, equipment, accessories as required and directed by the Engineer-in-charge.

2.13 Procedure for Receiving Free Issue Materials.

All the materials which are to be supplied free of cost to the contractor will be provided at Bhatin work site once in a day on working days only, during the scheduled hours fixed by UCIL.

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

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

2.14 Written Intimation of Leave in Certain Cases.

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

2.15 Site Organisational Structure

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

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

3 LIST OF FREE SUPPLY FROM UCIL

- 3.1. Emulsion Explosive of 80% strength and electric detonators as per mutually agreed powder factor.
- 3.2. Drill Jumbo, Diesel LHD, Mine Trucks, without any operator and also Electric Pumps, Pneumatic Face Pumps, Ventilation Fans. UCIL will also provide the spares, consumables, lubricants and fuel for operating and maintaining all these equipment. The number and type of such equipment to be deployed will be decided mutually considering the productivity, availability & safety aspects based on the current practice at UCIL. The issue of fuel and consumables will be as per UCIL norm.
- 3.3. Compressed air at pressure 6 Kg/cm² and electrical power at ⁴¹⁵ V +/-10 %, shall be available in underground as per present establish network. Contractor has to extend compressor air pipe and power cable as required from the existing available point to a point approved by engineer-incharge.
- 3.4. Cement, bricks, aggregates, sand, reinforcement and structural steel required for permanent structures related to mine development work up to the designed quantity including permissible wastages, but **including** any kind of shuttering and supporting material required for RCC work.
- 3.5. Switch gears, Circuit Breakers, Gate End Boxes, Change over switches, Lighting Transformers (440 V /110 V), liquid level controllers, power and other Cables (excluding welding cables), light fittings, bulbs, and tube lights, cable clamps.
- 3.6. The contractor employees who are required to go underground will be issued cap lamps from the cap lamp room just before they proceed underground. It has to be returned back by the person concerned to the cap lamp room as soon as he returns back from underground.
- 3.7. Pipes, hoses, fittings, clamps only for permanent installations or for face work. Ventilation Ducts. Pneumatic Cylinders, 3-way valves for chutes.
- 3.8. Rock Bolts, Rail Clamps, Rope Ladders, Steel Ladders with Clits, Eye Bolts, D-Clamps, Crib sets, Chock mats, Chain link etc for supporting work only. Heavy-duty steel grating covers for covering the cross-drains.
- 3.9. Paints, emulsions & Primers for painting the permanent steel structures, pipelines and for general painting and writing over walls or other surfaces.
- 3.10. Drinking water from a nearest fixed point.
- 3.11. 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.

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

4 RESPONSIBILITY OF UCIL

- 4.1 Emulsion Explosive of 80% strength and electric detonators will be provided once in a day at mutually agreed time on working days only.
- 4.2 UCIL shall provide the base survey station for different excavations and carry out check survey at intervals to find out errors and deviations of different workings. All the measurements for clearing of bills will be carried out jointly with UCIL surveyor.

4.3 UCIL will provide broad technical specifications for different drawings based on which the contractor will prepare the detailed drawing that is to be approved subsequently by the Engineer-in-charge prior to its execution.

5 RESPONSIBILITY OF CONTRACTOR

5.1 The contractor shall periodically paint /whitewash /distemper to maintain proper house keeping and aesthetics of all his infrastructure, equipment and facilities (in conformity with all legal and statutory requirements).

5.2 The contractor is liable to hand over a clear site after the completion of the job at its own cost and risk.

5.3 The contractor will deploy his own supervisors, Foreman, Mining Mate, Blaster, Workmen etc for the smooth carrying out of all the activities specified in the contract.

5.4 The daily maintenance and repair of all the equipment provided by UCIL like Jack hammer, oiling, greasing, tyre changing, tightening of bolts, washing, changing of hoses, and statutory checks of vehicles etc. will be the responsibility of the contractor.

5.5 Running maintenance of the vehicles, equipments etc are the responsibility of the contractor.

5.5.1 All Tools & tackles, hand shovels, iron pans, pickaxe, hammer handsaw, chisel etc. Tools, Tackles, Lifting equipment, Slings, D-shackles, clamps, safety Belts, have to be provided and maintained by the contractor in safe and working order.

5.5.2 Maintenance and consumables for pneumatic loaders and Drilling Machine (Jack Hammer), grinding of TC rods is the responsibility of the contractor.

5.6 **Drawings:** The detailed drawings for any purpose will have to be prepared by the contractor based on the tentative drawings provided by UCIL and they have to be submitted to the Engineer-in-charge before starting the work for approval.

5.7 The mining challans, if any, of all minor minerals, if any, used during the concreting has to be submitted by the contractor before the final bill.

6.0 Safety, Environment and Laws of the Land.

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

6.1.1 The contractor should take care to maintain a healthy environmental condition and also maintain good house keeping of the area under its control.

6.1.2 The contractor will create, maintain, man of First Aid Room & Station as per the Mines Rule, 1955.

6.1.3 The contractor shall deploy the entire range of manpower including Mine Foremen, Mining Mates, Blasters, Surveyors, Mechanical /Civil /Electrical Engineers & Supervisors, Electricians, Mechanics, Competent persons and any other persons whose deployment may be required for the completion of the work at no additional cost.

7.0 Procedure for Engaging Persons as per this Tender.

7.1.1 **All persons** before their actual engagement in any work **will have to be medically examined** and in case found to be medically fit will be considered for engagement. Cost of medical examination shall be borne by contractor.

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

- (i) Proof of Medical Fitness in the prescribed format.
- (ii) Proof of Date of Birth.
- (iii) Identification Proof.
- (iv) Any other document required for the execution of the work.

7.1.3 **All the persons** who are required **to be imparted vocational training** under the Mines Vocational Rules, 1966 will have to be imparted vocational training at the Group VTC, Jaduguda **before engaging them in the actual operations.**

7.1.4 The contractor will also **submit to the Bhatin Mines Gate In-Charge a list of persons engaged** by him. He has to update this list as and when any person is employed newly or is terminated from the work as far as practicable contractor shall engage persons from the surrounding villages.

7.1.5 The engagement of all the persons will be provisional and subject to police verification of the credentials of the person.

7.2 Security, Law & Order.

7.2.1 The safety and security of all the materials stored at the site, all installations and of the persons employed by the contractor will be the responsibility of the contractor.

7.2.2 **The contractor will manage and handle all the security and local problems** affecting the execution of its work.

7.2.3 While recruiting any person to work in any position under this contract, **the local people should be taken into confidence.** Selection of such persons from places outside the local area should be done only when persons from local area who are capable of executing the desired work are not available.

7.3 General

7.3.1 Accommodation of the entire employees, supervisors, engineers and trainees etc deployed by the contractor will be the responsibility of the contractor.

7.3.2 All the work to be executed by the contractor shall be as per the drawing, document, instruction provided by UCIL.

7.3.3 All activities, materials, equipment, spares, consumables, labour, tools, tackles, irrespective of whether stated or indicated anywhere in the tender document or not, but required for ensuring the proper quality of the work or to meet any statutory requirement or for the proper completion of the work, will be in the scope of the contractor and he will have to execute it.

The rates for the items that could not be envisaged /predicted at the time of award of the contract, but required to be executed for the completion of the work, shall be computed at the mutually agreed rate.

7.3.4 All jobs /work of contractor will be examined by our supervisors /engineers and other managerial staff for quality, safety other statutory requirement and their progress.

7.3.5 It will be the responsibility of the contractor to ensure that all documents, property of UCIL handled by the staff engaged by him are in safe custody at all times.

7.3.6 The contractor shall ensure that all the persons appointed by him always maintain proper official decorum; punctuality, privacy and official secrecy as far as their allocated work is concerned.

7.3.7 The contractor shall maintain all equipments, machine parts, except major works in LPDT, ST, Drill Jumbo, Pump, Winders, Compressor, and Sub-station. However, the routine and running maintenance shall be in the scope of the contractor.

7.3.8 In case of any accident of the workmen engaged by the contractor the compensations shall be borne by the contractor as per prevailing laws.

8.0 WORK SCHEDULE

The work will have to be completed within a period of **36 months**. There will be **mobilisation period** of 01 (**ONE month**) from the date of issue of **LOI**.

Commencement of the work is subject to the approval of the project by competent authority.

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

9.0 DRWAING

The drawings provided in the tender document are for tendering purpose only. The following drawing shall form a part of tender specification and read in conjunction with the same.

Particulars	Drawing No
Decline and Raise (Winze)	1
Drift /X-Cuts	2
Loading bays	3

10.0 CONSUMPTION LIMITS

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

11.0 DEFECT LIABILITY PERIOD

The defect liability period will be for a period of **SIX months**.

12.0 EXTRA ITEMS

Extra item of work for completion of offer/work:

Any extra item of work or services which are not specially mentioned or have not been foreseen at this stage but are required to complete the work in every respect in accordance with the specification, required for safe operation and guaranteed performance, shall be part of the scope of the work. The extra items of work shall be paid for at the rates to be mutually agreed. The time period of contract shall also be extended suitably, if required.

Contractor to furnish monthly account of open/extra items of work:

The contractor shall send to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the contractor's failure to comply with this condition if the contractor has at the earliest practicable opportunity notified the Engineer in writing that he intends to make a claim for such work.

13.0 ESCALATION

The wage escalation will be paid as per formula mentioned below up to the scheduled completion date including duly approved Time Extension, if any, on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time extension.

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

Where,

- WE = Wage Escalation Value.
VWD = Value of work done in Rupee executed during the relevant month.
W1 = Wage in rupees per man day payable to lowest rated unskilled adult male mazdoor as per notification of ALC (C), Chaibasa on the last date of tender submission.
W2 = actual wage in rupees per man day payable to lowest rated unskilled adult male mazdoor as per notification of ALC (C), Chaibasa during the period under consideration.
WC = Wage component of the work done.

The value of WC in this contract will be 45%, this shall remain valid if contract get extended.

14.0 TAXES

The Contractor shall include all the prevailing taxes, duties etc. that shall be borne by UCIL if applicable. If there is an increase in the Work Contract Tax etc after the reopening of the revised price bid, UCIL should bear it. As far as the Sale Tax /VAT is concerned, Form J, VAT-407 if not applicable, is to be submitted by the contractor.

15.0 SECURITY DEPOSIT

The security deposit for this tender with Earnest money deposit will be 10%. The contractor shall deposit 5% in the form of Bank Guarantee and 5% shall be deducted from RA bill at the rate of 10% till 5% SD is achieved.

FORMS

FORM OF TENDER

To

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

Dear Sir,

With reference to the tender invited by you for..... I/We have examined Special Conditions and General conditions, Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We hereby offer 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 withincalendar months from the date of commencement of work.

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

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

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

Yours faithfully,

Signature :.....
Address :.....
.....

Name of partners of the Firms :

1.
2.
3.
4.

BANK GUARANTEE

DETAILS OF CREDENTIALS / INFORMATIONS SHEET ABOUT THE CONTRACTOR

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

1. Name of the Firm/Company of the contractor
2. Name & address of the Chief Executive / Chairman & Managing Director of the firm with Telephone No. if any
3. Registered Office and address of the firm with Telephone No. and Fax No. if any
4. Address for Correspondence/all communications with the firm
5. Name, designation, address of the person authorised to deal with this tender/work
6. Nature of the registration of the firm Limited Co. / Private Limited / Partnership Co. /Proprietorship Firm
7. Registration No. with date and Registering Authority
8. Address of the office/work site of the Contractor, nearest to the place of the work being tendered.
9. Particulars about the professional persons employed by the firm
10. Details of the work experience of the firm
12. Financial Particulars:
 - (a) Authorised Capital :
 - (b) Paid up Capital :
 - (c) Working Capital limit in cash/credit for bills : Branch:_____

Purchase/discount-forms etc. from the bank Value of

- Rs. _____
- (d) Loans and advance taken :
(e) Loan and advance outstanding :
(f) Value of work/turnover done during preceding three years:

- (g) Audited balance sheet and profit & loss :
account for the last 3 years

Furnish copy of Income Tax Return for the last :
three years

Income Tax PAN/GIR No :
Excise Duty Regd. No :
Contract Labour Regulation & Abolition Act :
Regd. No.

Any other relevant Regn. No. if any :

Details of ownership of various construction :
equipments furnished as enclosed

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

Name and signature of Authorised Representative of Contractor

BANK GUARANTEE FORM FOR EARNEST MONEY

This deed of Guarantee made this _____ day _____ of Two thousand _____ 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 managing thereof be deemed to include its successors and assigns.

Whereas M/s. _____ (hereinafter referred to as Contractor) 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 contractor has requested UCIL to exempt them from payment of Earnest Money in Bank Draft and in lieu of the Contractor depositing Earnest Money in Bank Draft, UCIL has agreed to accept a Bank Guarantee for equivalent amount.

And whereas the Contractor has approached the Guarantor and at their request and in consideration of the agreement arrived at between the Contractor 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 Contractor furnishing a Bank Guarantee in lieu of Earnest Money in Bank Draft for a sum of Rs. _____ the Guarantor do hereby consent irrevocably to undertake and promise to pay a sum of Rs. _____ to UCIL without demur and merly on demand from them, in case the contractor 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 Contractor 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 Contractor 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 Contractor before proceeding against the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtain against the guarantor notwithstanding any security which UCIL may have obtained from the Contractor, shall at the time when proceedings are taken against the guarantor, remain outstanding or unrealised.

4. The guarantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective any concession or time being granted by UCIL to the contractor 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 Contractor 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 Contractor 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 Contractor 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 context, include its legal representatives, successors or assigns, for _____ (Name of work) letter of intent / Work Order No. _____ dated _____ described in the Agreement based on the Terms and conditions contained in the Agreement and whereas by the said Agreement CORPORATION has agreed to pay the CONTRACTOR in terms of the said Agreement.

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

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

Now the conditions of this Guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions and stipulations of Agreement including covenants, considering Bank Guarantee stipulated therein on the part of the CONTRACTOR (as principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of CONTRACTOR the CONTRACTOR shall satisfy and discharge the damages sustained by the CORPORATION thereby, upto the amount of this Bank Guarantee herein, then the obligation herein shall be null and void, but otherwise shall be in full force and effect for a period of _____ months i.e. upto _____. From _____. But no alterations in the terms of the said Agreement made between CORPORATION AND CONTRACTOR or the extent or the nature of

the materials supplied, completed and maintained thereunder and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the said Agreement on the part of CORPORATION shall in any way release the CONTRACTOR from any liability under the Guarantee herein.

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

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

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

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

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

PRINCIPAL
For and behalf of (Name of Firm)

SURETY
For and behalf of (Name of Bank)

ARTICLES OF AGREEMENT

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz :
 - (a) Tender Notice No.....Dated
 - (b) The Drawings
 - (c) The Tender
 - (d) The General Conditions of Contract
 - (e) The Specifications
 - (f) The Special Conditions
 - (g) The Schedule of Quantities
 - (h) Design Data and Technical Specifications (if any)
 - (i) General Information and Guidance for Contractors
 - (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

INTERPRETATION AND DEFINITION

Singular and Plural

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

Headings and marginal notes to Conditions

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.

Definition

3 (a) 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.

(b) The 'Accepting Authority' shall mean the authority mentioned in Schedule "F".

(c) 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.

(d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company.

(e) The 'Contract Sum' shall mean :

- (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 Contractor as finally accepted for the various items.

f. A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day. "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.

g. '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.

h. '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.

i. Schedule (S) is referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the corporation or the standard schedule of rates prescribed by the Corporation and the amendment there to issued from time to time.

j. 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.

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

l. '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.

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

n. 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.

4.0 SCOPE AND PERFORMANCE

4.1 Contact 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.

4.2 None of these documents shall be used by the Contractor for any purpose other than that of his contract.

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

5.0 Work to be carried out

The work to be carried out under the contract shall except as otherwise provide in thses conditions, include all labour, materials, tools, equipments and transport which may be required in preparation of and for and in full and entire execution and completion of works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing positions 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.

6.0 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, the form and nature of the site, the quantities and nature of the work and material necessary for the completion of the work and material 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.

7. Sufficiency of Tender

Description of item in the schedule of Quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion, maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. 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 contractor shall be inclusive of all taxes, duties and other statutory levies.

8. Discrepancies and Adjustment of Errors

8.1 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.

8.2 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.

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

8.4 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 contractor, 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 emended shall carry 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 contractor. Any rounding off of totals in various sections of Schedule of Quantities or in General summary by the contractor, shall be ignored.

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

f) In case of Lump Sum contracts based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect o which varies Rs. 20,000/-, whichever is less, than the errors shall be rectified and the rectification dealt with as for deviations/ variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices insert by the contractor in the bill of Quantities.

9. Security deposit

9.1 The Contractor shall permit the Corporation at the time or making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 10% on the gross amount of bill till the sums and deducted amount to the figure shown in of Schedule-F.

(a) 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 maybe deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

(b) 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 31 hereof etc. On expiry of the Defects liability period (referred to in Condition 33 hereof) or on Payment of the amount of the final Bill payable in accordance with Condition 49, 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.

10. 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) to 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 alterations, omissions, additions or substitution shall form part o 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 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 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 Condition 52.

10.1 The time or 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 as 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; pls.
- (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 or 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 Schedules of Quantities may form part of the contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, aiming that at the lowest applicable rate or the same item of work in the other Schedules of Quantities.
- (ii) If the rate for any altered, additional or substituted item or work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate or the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived of quantities from 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 Bills 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 or such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, 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 rates (s). For this purpose the purchase voucher etc. will be produced by the contractor to the Engineer-in-charge.

11. Suspension of Works

11.1 The Contractor shall on receipt of the order in writing off 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 or any of the following reasons :-

- (i) on account of any default on part of the Contractor; or

- (ii) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (iii) for safety of the work or part thereof

12. Time and Extension for Delay

12.1 The time allowed for execution of the works as specified in the Schedule 'F' or the extended time, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date of 15th day after 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 to forfeit the Earnest Money/Security Deposit absolutely.

13.0 Time and Progress Chart

13.1 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 item of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or section 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 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 work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed).

13.2 If the works be delayed by force major, or abnormally bad weather, or

- (a) serious loss or damage by fire, or
- (b) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (c) Delay on the part of other Contractors tradesman engaged by corporation in executing work not forming part of the Contractor
- (d) Non-availability
- (e) Non-availability or break-down of Tools and plant to be supplied or supply Corporation, or
- (f) 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 contently his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

13.3 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.

13.4 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.

14.0 Tools and Plants

14.1 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.

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 the contractor at a rate to be fixed by the Engineer-in-charge.

14.2 The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from heavy of any changes 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 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.

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

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

14.5 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 shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise 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.

14.6 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 contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

15.0 MATERIALS

15(a) 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.

15(a)1 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 requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.

15(a) 2 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 and intimate to the Contractor in writing, inform the Contractor whether samples are approved by him or not, If sample 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.

15(a)3 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 to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. 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.

15(a)4 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 or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against 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 directions issued by the Corporation but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawing and /or specification issued after submission of the tender.

15(a)5 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.

15(a)6 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 (b) Materials to be supplied by the Corporation:

Materials to be supplied by the Corporation are shown in Schedule-B which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.

15 (b)1 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.

15 (b)2 For the materials listed in Schedule-B 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 programmed. Such materials 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 payment is being made to the Contractor, from any sums then due or which may after become 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.

15 (b)3 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.

15 (b)4 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 require to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less 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.

15 (b)5 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 deterioration or damage which may have been caused to the said materials list in the custody of the Contractor.

15 (b)6 If on completion of works the contractor fails to return surplus materials out of these 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 rate.

15 (b)7 **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 so adjust the progress of the work that their labour may not remain idle 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.

15(c) **GENETRAL**

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.

15(c) 1 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 work shop 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.

15(c) 2 Materials supplied by the Corporation and brought to the site by the contractor shall not be removed of 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.

16.0 **LABOUR**

The contractor shall employ labour in sufficient number 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.

16.1 The contractor shall furnish to the Engineer-in-charge at the intervals as decided by Engineer in Charge, a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances and or which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed maternity Benefit as provided in the Maternity benefit Act'1961 or Rules made there under and the amount paid to them.

16.2 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.

16.3 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.

16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.

16.4(a) 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'1945" 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.

16.5 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 no observance of the said Act.

16.6 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.

16.7 In the event of the contractor committing a default or breach of any of the provisions of aforesaid Acts and rules made there under/amended from time to time or furnishing any information or submitting or filling any from/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 of 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.

16.7.1 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.

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 Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

17.0 Permission

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 indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extent him operations beyond these areas.

In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a license subject to the following and such other terms and conditions as may be imposed by the licensor :-

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

17.1 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.

18.0 Setting out the works

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all labour and setting out the works and responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability period unless the Engineer-in-charge directs their earlier removal.

19.0 Side 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.

20.0 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 owner, tenants or the Corporation and shall be disposed of as the Engineer-in-charge.

21.0 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.

22.0 Treasure Trove, Fossils Etc.

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

23.0 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 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

24.0 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.

25.0 Contractor's Supervision – site Supervision 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.

26.0 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 authorized 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.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is place thereon. The contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless the considered it unnecessary and advices 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.

26.2 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.

27.0 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 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.

27.1 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 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.

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

27.3 If the contractor shall be dis-satisfied 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.

28.0 Removal of workmen.

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.

29.0 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 view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and / or making openings 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.

30.0 Working during Night or on Sundays and Holidays.

Subject to any provisions to the contrary contained in the contract, one of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

31.0 Completion Certificate.

31.1 As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of 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. No 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 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 fulfill such requirements and dispose of the scaffolding, surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

31.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part being hereinafter in this conditions referred to as the relevant part) then not with standing anything expressed or implied elsewhere to this contract :-

31.2(a) 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 31(1) above provided the contractor fulfils his obligations under that Condition for the relevant part.

31.2(b) The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

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

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

32.0 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.

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

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

- (a) Completion period (as originally stipulated) : 10 per cent. Not exceeding 6 months
- (b) Completion period (as originally stipulated) : 7½ per cent. Exceeding 6 months and not exceeding 2 years.

(c) Completion period (as originally stipulated : 5 per cent. Exceeding 2 years.

32.2. 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.

33.0 **Defects Liability Period**

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

34 **Responsibility**

From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize, 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 Corporations 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.

34.1 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 in Schedule – C, 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 in Schedule –F 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.

34.2 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 favor 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.

34.3 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.

34.4 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 provide always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify, the Corporation against any compensation or damage caused by the Expected Risks.

34.5 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 E.P.F. & M.P.Act'1952 or any modifications thereof or any 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 agents, 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 thereof.

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

34.7 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.

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

34.9 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 recover the same as debt due from the Contractor.

35.0 Facilities to other Contractors.

The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized 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.

36.0 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.

36.1 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.

37.0 **Sub-contracts.**

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

38.0 **Instructions and Notices.**

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.

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

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

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 authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

39.0 FORCE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

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

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

(a) Any expenditure incurred on preliminary site work e.g., temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.

(b)(i) 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

(b)(ii) 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.

(c) If any materials supplied by the Corporation are tendered surplus, the same except normal stage 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.

(d) 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.

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.

40.0 Termination of Contract for Death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying 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.

41.0 Cancellation of Contract in full or part.

If the Contractor:

(a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge : or

(b) Commits default in complying with any of the terms and 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 :: or

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

(d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to 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.

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

f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - confide methods of competitive tendering or

g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for 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 value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or

h) 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 debenture holders to appoint a Receiver or Manager or

i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or

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

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

41.1 The Accepting authority shall on such cancellation have power to

(a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or

(b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

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

41.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as

aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

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 building etc. and apply the proceeds of sale thereof, towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

41.4 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc. shall 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.

42.0 Liability for Damage, Defects or Imperfections and Rectification thereof

If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskilful workmanship or that any materials are of a quality inferior to that contracted for ; or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as own expense, notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

42.1. In case of repairs and maintenance works, splashes and dropping from white washing, paintin, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items or work is done, without waiting for completion of all other items or work in the Contract. In case the Contractor fails to comply with the requirements of this Condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the Contractor.

43.0 Urgent Works

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

44.0 Changes in Constitution

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

45.0 Training of Apprentices

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

46.0 VALUATIONS AND PAYMENT: RECORDS AND MEASUREMENT

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

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

46.2 Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.

46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him or the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send as authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken to be correct measurements of the work.

46.4 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

46.5 Measurements shall be signed, and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the measurement book against both parties engaged in taking the measurement.

46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at Site as per the latest I.S. Code of practice at the time of tendering.

47.0 Method of Measurement

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

48.0 Payment of Account

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

48.1 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.

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

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

49. 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

50.0 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.

51.0 Overpayments and Underpayments

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due

or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit; or he shall pay the claim on demand.

51.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

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

51.3 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.

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

52.0 ARBITRATION AND LAW

52.1 Arbitration

Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director of Uranium Corporation of India limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman and Managing, 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.

It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Corporation that the bill is ready for acceptance of the Contractor, the claim of the Contractor will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. 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 venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

COST OF ARBITRATION

Upon every or any such reference, the costs of and incidental to the reference and award respectively shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

WORK TO CONTINUE

Work under the Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the Contract, no payment due or payable by the Corporation shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matters of the arbitration.

53.0 LAWS GOVERNING THE CONTRACT

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

SCHEDULE – B

MATERIALS FOR ISSUE TO THE CONTRACTOR (Free of cost)

Schedule-B

FREE ISSUE ITEMS (BHATIN MINES)

Mining, Safety and Misc Items

Sl. No	Particulars	Place of Issue
1	Explosive	Bhatin Mines (Store)
2	Detonators	Bhatin Mines (Store)
3	Rock Bolts	Bhatin Mines (Store)
4	Crib Sets	Bhatin Mines (Store)
5	Chock Mats	Bhatin Mines (Store)
6	Chain Link	Bhatin Mines (Store)
7	Angle ladder	Bhatin Mines (Store)
8	Timbers	Bhatin Mines (Store)
9	Rope Ladders	Bhatin Mines (Store)
10	Sal Planks (1"/2"/1.5")	Bhatin Mines (Store)
11	Auxiliary Fan	Bhatin Mines (Store)
12	Duct Pipes	Bhatin Mines (Store)
13	30 lb/yd. rail	Bhatin Mines (Store)
14	60 lb/yd. rail	Bhatin Mines (Store)
15	Fish Plate(30lb/yd)	Bhatin Mines (Store)
16	Fish Plate(60lb/yd)	Bhatin Mines (Store)
17	Nut Bolt	Bhatin Mines (Store)
18	Dog Nail	Bhatin Mines (Store)
19	Rail Sleeper	Bhatin Mines (Store)
20	Joist	Bhatin Mines (Store)
21	Upright. Spares and consumables	Bhatin Mines (Store)
22	Rail Clamps	Bhatin Mines (Store)
23	D Clamps	Bhatin Mines (Store)
24	4" G.I Pipe	Bhatin Mines (Store)
25	2" G.I Pipe	Bhatin Mines (Store)
26	1" G.I Pipe	Bhatin Mines (Store)
27	63mm HDPE Pipe	Bhatin Mines (Store)
28	90mm HDPE Pipe	Bhatin Mines (Store)
29	63mm HDPE End	Bhatin Mines (Store)
30	90mm HDPE End	Bhatin Mines (Store)
31	1" Valve	Bhatin Mines (Store)

32	2" Valve	Bhatin Mines (Store)
33	4" Valve	Bhatin Mines (Store)
34	2" Flange	Bhatin Mines (Store)
35	3" Flange	Bhatin Mines (Store)
36	4" Flange	Bhatin Mines (Store)
37	1" Socket	Bhatin Mines (Store)
38	Pipe Bending Machine	Bhatin Mines (Store)
39	Grouting Pipe	Bhatin Mines (Store)
40	1" Bend	Bhatin Mines (Store)
41	2" Bend	Bhatin Mines (Store)
42	4" Bend	Bhatin Mines (Store)
43	3" Heliflex pipe	Bhatin Mines (Store)
44	1" Hose with Fitting	Bhatin Mines (Store)
45	1/2" Hose with fitting	Bhatin Mines (Store)
46	Gumboot	Bhatin Mines (Store)
47	Mining Shoe	Bhatin Mines (Store)
48	Helmet	Bhatin Mines (Store)
49	Caplamp belt	Bhatin Mines (Store)
50	Safety Belt	Bhatin Mines (Store)
51	Hand Gloves	Bhatin Mines (Store)
52	Dust Respirator	Bhatin Mines (Store)
53	Ear Plug	Bhatin Mines (Store)
54	Ear Muff	Bhatin Mines (Store)
55	Goggles	Bhatin Mines (Store)
55	Nylon Rope	Bhatin Mines (Store)
56	500 KVA Underground Transformer (6.6 KV / 440 Volt),Dry type as per CEA Regulations 2010	Bhatin Mines (Store)
57	NGR for Transformer	Bhatin Mines (Store)
58	7 Panel HT VCB, 400 Amps, 6.6 KV	Bhatin Mines (Store)
59	7 Panel HT VCB, 400 Amps, 6.6 KV	Bhatin Mines (Store)
60	9-Panel,440 Volt ACB power distribution board comprising of	Bhatin Mines (Store)
	A)1200 Amps ACB-03 Nos	Bhatin Mines (Store)
	B) 630 Amps ACB -02 Nos	Bhatin Mines (Store)
	C) 400 Amps ACB-04 Nos	Bhatin Mines (Store)
61	250Amp, MCCB with ELR as per CEA regulation 2010	Bhatin Mines (Store)
62	HT 6.6 KV Copper conducted cable 3 core x 95 sqmm	Bhatin Mines (Store)
63	LT 1.1 KV grade Cable, 3 core x 185 sqmm, Copper, 440 Volt	Bhatin Mines (Store)
64	LT 1.1 KV grade Cable, 3 core x 70 sqmm, Aluminum, 440 Volt	Bhatin Mines (Store)
65	Trailing cable, 50 sqmm, 5 core DGMS approved	Bhatin Mines (Store)

66	Gate end box with ELR as per CEA regulation 2010	Bhatin Mines (Store)
67	Winder Motor, 75HP	Bhatin Mines (Store)
68	100 HP Fan Motor & Starter mining type as per CEA regulation 2010	Bhatin Mines (Store)
69	Multistage Pump Motor , 70 HP	Bhatin Mines (Store)
70	Multistage Pump starter mining type as per CEA Regulations 2010, 70 HP	Bhatin Mines (Store)
71	50 HP motor	Bhatin Mines (Store)
72	50HP starter mining type as per CEA Regulations 2010	Bhatin Mines (Store)
73	15 HP Motor	Bhatin Mines (Store)
74	15 HP starter mining type as per CEA Regulations 2010	Bhatin Mines (Store)
75	10 HP Motor	Bhatin Mines (Store)
76	10 HP starter mining type as per CEA Regulations 2010	Bhatin Mines (Store)
77	Lighting Transformer for U/G mines,10KVA	Bhatin Mines (Store)
78	LED type Caplamp complete fitting	Bhatin Mines (Store)
79	Caplamp rack with charger for LED caplamp	Bhatin Mines (Store)
80	Complete tube light fitting,110V for U/G lighting	Bhatin Mines (Store)
81	Power consumption during 03 year development work (03 shift per day). Cost taken as per present JSEB rate .	Bhatin Mines (Store)
82	Avg. power Consumption in month 105000 KWH @ rate Rs. 5.40. Total KWH for 03 year work approx. (105000X36) = 3780000 KWH.	Bhatin Mines (Store)
83	Fixed contract demand 1000KVA cost @ rate Rs.235.00. Total KVA for 03 year work (1000X36)= 36000KVA	Bhatin Mines (Store)
84	Sub-station (Panel erection, cable laying, material lowering and other related jobs)	Bhatin Mines (Store)
85	Spares for Jumbos	Bhatin Mines (Store)
86	Cable trenching and cable laying, VCB installation and connection	Bhatin Mines (Store)
87	Boomer	Bhatin Mines (Store)
88	ST-3.5	Bhatin Mines (Store)
89	MT (ST710)	Bhatin Mines (Store)
90	Lubricant (1B+1ST+1MT)	Bhatin Mines (Store)
91	Tyre (1B+1ST+1MT)	Bhatin Mines (Store)
92	AMC(1B+1ST+1MT)	Bhatin Mines (Store)
93	Feed 25L+Rotation unit 24L+Bm Ext	Bhatin Mines (Store)
94	Torque converter 15L+Transn 18L+Engine 40L	Bhatin Mines (Store)

Signature of
Issuing Officer -----

Date -----

SCHEDULE - C

TOOLS AND PLANT OF UCIL TO BE HIRED TO THE CONTRACTOR

Sl. No.	Particulars	Number available	Hire charges per unit per working day (Rs.)	Frequency of Maintenance	Value per Unit	Place of Issue	Number required by the contractor
<p>-----NIL-----</p>							

SCHEDULE - F

REFERENCE TO GENERAL CONDITIONS OF THE CONTRACT

Clause
No.

3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to Overheads and profit	Ten Percent
9.	Security Deposit	10% (Ten percent) of the contract sum including earnest Money.
12.	Date of commencement	as stipulated in the LOI/Work Order
12.	Date of completion of work	36(Thirty Six) months
32.1	Agreed liquidated damage	Upto a maximum of 5 percent of the Contract value as per clause 32.1
33.	Defect Liability Period	6 months from the date of handing over the site by the contractor after his rectifying all defects pointed out during joint inspection on virtual completion of the work.
48.	On Account payment	Monthly bill
	Refund of security deposit	50% of security deposit to be released after completion of work and 50% after completion of defect liability period
34.	Insurance	as directed
52.1	Authority for appointing arbitrator.	Chairman & Managing Director, UCIL