URANIUM CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
NARWAPAHAR MINE
EAST SINGHBHUM, JHARKHAND -832111
CIN: U 12000 JH 1967 GOI 000806, Ph no 0657 2741035

TENDER DOCUMENT

OF

N.I.T. No.- NWP / 998

(E-Tender)

PART-I

(Techno Commercial Part)

(OPEN TENDER)

"Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand."

Period of Contract: Two years (24 Months)
Type: Works Contract (Item Rate)

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N.I.T. No. NWP / 998 (e-Tender)

I T E M R A T E CONTRACT

F O R

"Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand."

1) Tenders (Technical Commercial Part & Price Part) to be accepted in https://etender.gov.in up to 13.11.2026 on 3.00PM.

2) Tenders (Technical Part) shall be opened at 14.11.2026 on 3.30PM.

Note: - Without filling the credential sheets in tender with copies of work order & completion certificate and last three years profit & loss statement and balance sheets, along with other PQC conditions stipulated in the tender will be disqualified in Techno Commercial bid without any prejudice.

Signature of Tenderer with Seal

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PART –I (TECHNO COMMERCIAL PART)

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EAST SINGHBHUM, JHARKHAND -832111
CIN: U 12000 JH 1967 GOI 000806, Ph no 0657 2741035

No. UCIL/NWP/MECH/39/2026 Dt. 23.10.2026

NOTICE INVITING TENDER NO. NWP/ 998 (e-Tender)

1) Uranium Corporation of India Limited invites open Tenders on E-mode from the eligible, Bonafede, reliable and resourceful domestic contractors for the following works: -

1	Name of work	Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand.
2	Estimated value of the work contract including GST & excluding "Additional Service"	Rs 1,21,55,630.00/- (Rupees One crore twenty-one lakhs fifty-five thousand six hundred thirty only).
3	Period of Contract	Twenty-four (24) months.
4	Cost of Tender documents (to be deposited through SBI Challan)	Rs. 1000.00/- (One thousand only)
5	Earnest Money Deposit	Rs. 1,21,556.00/- (one lakh twenty-one thousand five hundred Fifty-six rupees only).
6	Date of Commencement of uploading of Tender document form:	23.10.2026 at 12:00 PM
7	Last date of uploading & submission of filled tender document (Techno commercial Price Part)	13.11.2026 at 3:00 PM
8	Last Date of Submission of Document in Hard Copy like EMD, Cost of Tender document Challan and (Current Valid Exemption Certificate if any)	13.11.2026 at 3:00 PM
9	Date & Time of Tender Opening Technical Part-I	14.11.2026 at 3:30 PM
10	Date & Time of Price part of the Tender Part-II	Shall be intimated to technically qualified bidder.
11	Publication of Corrigendum	Any corrigendum to the tender shall be published in company website and E- Procurement website (www.etender.gov.in) only. Contractors are advised to visit website regularly to keep themselves updated of any change /modification in the tender.

2)Pre-Qualification Criteria:

The bidder who wishes to participate in the tender shall fulfill the following eligibility criteria. The Bidder who does not fulfill the Qualifying Criteria shall be summarily rejected.

1.) Average annual financial turn over during the last 3 years ending 31st March of the previous financial years, should be at least 36.47 Lakhs (Thirty-Six Lakhs Forty-Seven Thousand rupees only). It should be audited from the C.A.

2). Experience of having successfully completed "Similar Works" during last 07 years ending last day of month previous to the one in which application are invited should be either of the following: -

a) Three similar completed works each costing not less than the amount equal to Rs. 48.62 Lakhs (Forty-Eight Lakhs sixty-two Thousand rupees only) or

b) Two similar completed works each costing not less than the amount equal to Rs. 60.78 Lakhs (Sixty Lakhs Seventy-Eight Thousand rupees only) or

c) One similar completed work costing not less than the amount equal to Rs. 97.25 Lakhs (Ninety-Seven Lakhs twenty-five thousand rupees only).

3). Similar works means "Mechanical maintenance works at Mines"

4). Contractors must submit work order & completion certificate (with value) against each work.

III) Instructions to the contractors

Documentary proof of all the above documents shall be uploaded along with tender. No tender will be accepted by Post / Courier except requisite documents as mentioned in clause no 3.

a) The corporation requests the contractors to visit the proposed work site to well acquaint about the site work before filling the rate/ submit the tender. There will be no variation in price schedule after award of the work.

b) ThetendersaretobeuploadedatUCILe-procurementsite**http://www.etenders.gov.in** on or before due date fixed for receiving the bid.

c) The intending tenderer shall upload necessary documentary evidence to prove their past experience, capabilities and financial resources to do such type of works at e-procsite:https://www.etenders.gov.in.Hard /Original copy of the Earnest Money Deposit & SBI Challan (enclosed in page no-10) of tender fee along with Tender Acceptance Letter(Enclosed in page No.)will have to submit in the closed envelope subscribed with NIT No. NWP / 998 at O/o Manager (Personnel), Narwapahar Mine, P.O. Narwa Mines, Dist: East Singhbhum, Jharkhand – 832111 which should reach on or before Dt. 13.11.2026 Up to 03:00PM. Tenders received without requisite documents if any is likely to be rejected. Tenderer shall submit EMD in the form of Demand draft in favour of UCIL and scanned copy of same is to be uploaded in e-procsite:https://www.etenders.gov.in.

d) In case organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-procsite.http://www.etenders.gov.infor exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs. Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE contractors /Tenderer their Bid/Tender shall not be entertained and shall be treated as rejected.

e) The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt to tenders but there is no bar to seek clarification or authentication of submitted documents. However, in case of poor response, with a view to increase the competition, admission of additional documents to meet the Pre-Qualification Criteria may be allowed subject to the condition that;

a) Poor Response implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

C) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

f) In case of poor response, the additional document may be asked from the contractors, after the submission of bid.

g) The Corporation reserves the right to accept or reject any or all tenders either in full or part there for to split up the work if necessary, without arranging any reasons whatsoever.

h) UPLOADING/SUBMISSIONOFTENDER

a. Tenders to be in separate two parts (Part-I, Part-II).

b. Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e.; **Part-I: Techno-commercial part and Part-II: Price Part**. Tenders are to be uploaded as per prescribed format, supported by relevant papers asked for.

First of all, only Techno-commercial part (Part I) of the offer will be opened and Price part (Part II) of only those tenderers, who qualify Techno- Commercially, will be opened at later date. Date of opening of Price part will be intimated to Techno-commercially qualified tenderers later on.

LIST OF DOCUMENTS TO BE UPLOADING/SUBMITTED IN PART-I.

a. Filled Tenderer's Acceptance letter as enclosed.
b. Proof of deposit of Cost of tender document &EMD, if applicable.
c. Filled in proposal exhibit sheets.
d. All other relevant documents in support of PQC, NIT, etc.

For Uranium Corporation of India Limited

[2.]Instruction to the Contractor

Item rate contract tenders are invited on behalf of the Chairman & Managing Director, Uranium Corporation of India Limited, Jaduguda for **"Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand."**

a) The tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of tender. Should the tenderer modify or withdraw his tender within the said period of six months from the date of opening the tender, earnest money deposited by the tenderer shall be forfeited and no tenders will be issued further to such tenderer.

b) The works are required to be completed within Twenty-four months as mentioned in NIT/special conditions of contract latest from the seventh day after the date on which the Engineer-In-Charge issues written orders to commence the work/as per L.O.I. or from the date of handing over of the site, whichever is later, in accordance with the phasing. If any, indicated by the Corporation in the tender documents.

c) Chairman& Managing Directors shall be the Accepting Officer (Authority) hereinafter referred to as such for the purpose of this contract.

d) Tenderes are advised to inspect and examine the site and its surroundings and satisfy themselves about the nature of work before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work of the tender whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

e) Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of consideration and rates at which stores, tools and plants, etc. will be issued to him by the Corporation and local conditions and other factors bearing on the execution of the work.

f) A tenderer should quote the rate(s) tendered in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

g) All rates shall be quoted on the tender form.

h) In the case of item rate tender, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.

i) The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same works.

j) Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.

k) L1 should be decided on over grand total price of all the items & quantity.

l) The tender shall be accompanied by tender cost and earnest money even working contractors shall not be

exempted from payment of Earnest Money Deposit.

m) On acceptance of tender, Earnest Money will be treated as part of the Security Deposit. Failure of the successful tenderer to carry out the tender work shall entail forfeiture of the Earnest Money and Security Deposit entirely.

n) Uranium Corporation of India Limited, Narwapahar will return the earnest money without any interest to unsuccessful tenderer on production by the tenderer of a certificate of Engineer-in-charge.

o) A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.

p) The Corporation does not bind themselves to accept the lowest tender or to give any reasons for their decision.

q) The Corporation reserves to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the quoted rates.

r) All applicable taxes/GST in respect of this contract will be reimbursed by corporation at actual, against the submission of documentary evidence by the contractor.

s) The escalation of minimum wages will be covered by the corporation, as per formula mentioned at special condition of contract, s. no. 30.

t) All other terms & condition shall be applicable as per general conditions of UCIL's tender norms.

u) This notice of tender shall form part of the contract documents.

v) Conditional tender, without cost of tender & E.M.D. amount tender shall be cancelled without any prejudice.

w) There is a provision in Tender Cum Auction i.e. Reverse Auction (e-RA), It is to be followed as per provision / conditions of CPP. The Auction is in based on the overall turnkey value.

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[03]Statutory obligation of contractor for mandatory maintenance various FORM/Format SBI CHALLAN(Annexure-1)

Uranium Corporation of India Limited	**Uranium Corporation of India Limited**	**Uranium Corporation of India Limited**
Branch Copy	**Contractor / Candidate / Supplier Copy**	**UCIL Copy**
Advt. No. / NIT No. _____	Advt. No. / NIT No. _____	Advt. No. / NIT No. _____
SBI Branch Name: **JADUGODA (00227)**	SBI Branch Name: **JADUGODA (00227)**	SBI Branch Name: **JADUGODA (00227)**
A/C No. : **35769323064**	A/C No. : **35769323064**	A/C No. : **35769323064**
Contractor / Candidate / Supplier: **Name:**_____	**Contractor / Candidate / Supplier:** **Name:**_____	**Contractor / Candidate / Supplier:** **Name:**_____
Amount **Rs.** _____	Amount **Rs.** _____	Amount **Rs.** _____
Bank Charges**Rs.** _____	Bank Charges**Rs.** _____	Bank Charges**Rs.** _____
Total Amount: _____	Total Amount: _____	Total Amount: _____
Amount in Words: _____	Amount in Words: _____	Amount in Words: _____
Journal No. _____	**Journal No.** _____	**Journal No.** _____
Depositing Branch Name / Code	Depositing Branch Name / Code	Depositing Branch Name / Code
Contractor / Candidate / Supplier Signature	**Contractor / Candidate / Supplier Signature**	**Contractor / Candidate / Supplier Signature**
Authorised Official Signature	Authorised Official Signature	Authorised Official Signature
Important Instructions 1. Candidate should deposit the fees at any SBI branch. 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration / Ref. No.	**Important Instructions** 1. Candidate should deposit the fees at any SBI branch. 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration / Ref. No.	**Important Instructions** 1. Candidate should deposit the fees at any SBI branch. 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration / Ref. No.

[04]GENERAL INFORMATION

Project	: Uranium Mining
Executing Agency	: Uranium Corporation of India Limited (A Govt. of India Undertaking) JadugudaMines,Dist East Singhbhum Jharkhand - 832 102.
Site	: Narwapahar

Location: Narwapahar

Narwapahar Mine is located in Singhbhum thrust belt of Jharkhand with latitude 22^0 4' N and longitude 86^0 16' E. It is situated about 12 Km west of Jaduguda and about 13 Km south east of Tatanagar Railway Station.

General Topography:

The site is undulating with small hill near the center of the site and there are a few mounds and ponds in the area. The natural drainage of the area is towards west and north-west. The grade level of the area is between 155 Mtr. and 190 Mtr. above M.S.L.

[5] GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

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

1. **Rates**: Tenderers are required to quote the rates against all items of the Schedule of Quantities in words and figures clearly.
2. If any clarifications regarding specifications, conditions of contract etc. or Schedule of Quantities are required, the same can be obtained by the Tenderer's from the office of Mechanical department, UCIL, Narwapahar, P.O.: Narwa Mines, Dist.: East Singhbhum, Jharkhand State – 832 111.

3. In the event of the tender being submitted by a firm (partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

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

5. Tenderer is required to **deposit as Earnest money** a sum as such mentioned in N.I.T. in the following forms and attach the official receipt thereof failing which the tender shall not be considered. No interest shall be allowed on the Earnest Money deposited.

   a) Demand Draft/D.A.C./T.D.R./F.D.R. to be pledged in favour of Uranium Corporation of India Limited from State Bank of India, Jaduguda or from any nationalized bank of schedule banks. OR
   b) Tenderer may submit B.G. for security deposit issued by any national bank of schedule bank in favour of M/s. Uranium Corporation of India Limited, Jaduguda with tenure of contract claim period a part from above condition of 5 (a).

   c) Please refer to Clause – 9 of General Conditions of contract. The Earnest Money will be refunded to the unsuccessful Tenderer within a reasonable time without any interest. The Earnest Money deposited by the successful tenderer will be retained towards the Security Deposit for the due fulfillment of the contract but shall be forfeited, if the contractor fails to deposit the requisite security money, execute the Agreement/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).

6. **EMD is liable to be forfeited if**:
   1. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
   2. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
   3. In case bidder submits false/fabricated documents.

   4. In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.

5. Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.

6. The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

7. Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/stores/works for which the tender is floated) by the authority competent to conclude supply/ contract orders.

8. In specific tenders where there may not be good response or for any other reasons, EMD can be waived with prior approval of competent authority before finalization of tender.

9. EMD may be adjusted against security deposit of the successful bidder.EMD of unsuccessful bidders and successful bidder where SD is not applicable should be returned immediately once the L1 bidder is decided.

10. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled /nationalized Bank. The genuineness of BG should be checked from the issuing bank.

11. In repetitive/routine works, Vendors may submit EMD in the form of Security Deposit. The vendors depositing security deposit EMD of Rs 50,000/- shall be allowed to quote any number of works for works up toRs. 10 lacs and Vendors depositing Rs 1 lacs shall be allowed quote any number of works for works up to 20 lacs, without submission of EMD. The EMD exemption shall be allowed as long as SD remains with the UCIL. In case of default by the bidder (when L1backs out) the 2 % of estimated cost shall be recovered from the security EMD lying with UCIL. In cases when L1 defaults in more than one works and when the recovery is more than SD, the recovery shall be affected from the other bills of the defaulter bidder. The vendors who don't want to submit Security Deposit shall also have an option of submitting work wise EMD @2 % of estimated cost.

7. **Security Deposit:** The total amount of Security Deposit shall be 10% of the awarded contract sum of the work. Upon acceptance of the Tender, the successful tenderer shall within ten days of the written acceptance of his tender, deposit with the Corporation an amount equal to 5% of Contract value as an initial Security Deposit including the amount of Earnest Money. The balance 5% of contract value will be recovered from the monthly R.A. bill @10% till the full amount of security deposit is realized.

8. After acceptance of tender document, if the tenderer fails to pay the Security deposit as specified above, after written notice to him such acceptance, the sum deposited by him as Earnest Money shall be forfeited. The tenderer shall not be allowed to increase/withdraw his tender within six months from the date of opening of the tender and if he does so the Earnest Money deposit may be forfeited.

9. Accepting authority shall have the right to reject all or any of the tenders, if not fulfill the eligible criteria of tender and will not be bound to accept the lowest.

10. The memorandum, the form of tender and the Schedule of materials to be supplied by the Corporation and their issue rates should be filled and completed in the office of the Corporation before the tender form is issued, if a form is issued to an intending tenderer without having been so filled in, and complete he shall request Corporation to have this done before he completes and delivers his tender.

11. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various clauses of work involved, and that he has sufficient capital and plant to enable him to execute the same successfully and to complete it in the time framed in the contract. In compliance with this, the tenderer shall along with tender, furnish a list of major works executed by him during three previous years, the Bank with which he has dealings, the Banker's certificate a copy of the profit and loss account and balance sheet for the year the year proceeding the year in which the tender shall be submitted and Income Tax and Sales Tax Clearance Certificate, for the latest year. The tenderer must deposit dully filled in format for credential/Information sheet about the Tenderer as per enclosed format with past experienced certificate and completion certificates.

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

13. DISPUTE RESOLUTION MECHANISMS AND JURISDICTION:

a. CONCILIATION: Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliate on.

b. MEDIATION: Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for mediation to settle under mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

c. AMRCD: Any disputes or difference between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or difference shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between central Public Sector Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Government Department(s)/ Organization(s) shall be taken by either party for its resolution to AMRCD.

d. ARBITRATION: Any disputes pr differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of his contract.

e. JURISDISTION: If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

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06. FORMS

INDEX

I) TENDERACCEPTANCELETTER.

II) DECLARATION FORMS.

III) ARTICLES OF AGREEMENT.

IV)UNDERTAKING NOT TO GIVE ANY GIFT /INDUCEMENT INCONNECTION WITH SECURINGANY FAVOUR IN DEALINGWITH UCIL.

V) SECRECY / CONFIDENTIALITY AGREEMENT.

VI) PRE-CONTRACT INTEGRITY PACT.

VII) PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE.

VIII) PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT.

IX) PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT.

X)PROFORMA FOR BANK GUARANTEES FOR SECURITYDEPOSIT.

FORM OF TENDER

Form–I

TENDER ACCEPTANCE LETTER

(To be given on Company Letter head)

(DepartmentusermayaskforTenderAcceptanceLetterinsteadofaskingSignedTenderDocumentfromthecontractors. This isa sample format; User may revise it as per their Tender Conditions)

Date:_____

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: _____

Name of Tender /Work: -

"Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand."

Dear Sir,

_____

_____

1. 1/We have downloaded/ obtained the tender document(s)for the above-mentioned Tender/Work from the website(s) namely :
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from PageNo.to (including all documents like annexure(s), schedule(s). etc which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department; organization too have also been take into consideration, while submitting this acceptance letter
4. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /corrigendum(s)in its totality /entirety.
5. I/WedoherebydeclarethatourFirmhasnotbeenblacklisted/debarredbyanyGovt.Department/Publicsector undertaking.
6. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of contractor with Official seal)

Form-II

DECLARATION FORMS

Tender Notice No./NIT No.: ----------Date ----------

Name of Work- **"Outsourcing of Miscellaneous Mechanical jobs of Underground Diesel Equipment at Narwapahar Mine, Jharkhand."**

Dear Sir,

I/We, the undersigned, having examined the Tender documents as above hereby submit this tender amounting to the sum as per the enclosed filled in price proposal in Part-2 and should the same be accepted, hereby undertake to execute the complete works as set forth in the scope of work, Technical specification andTenderdrawingsinaccordancewiththeconditionsoftendering,Specialconditionsofcontract,Generalconditio ns of contract or in default thereof to forfeit and pay to Uranium Corporation of India Limited, the sum of money mentioned in the relevant portion of tender document.

I/We, agree to abide by this Tender for the period of six (6) months from the date fixed for opening of the Techno- commercial part (Part I) and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I/We, undertake tocompletethewholeworkscoveredunderthistenderwithinaperiodof…….

From the date of letter of acceptance.

The Earnest Money for a value of Rs……. As required in Notice Inviting Tenders in the form of

……...is being enclosed duly endorsed in favour of Uranium Corporation of India Limited.

If this tender is accepted, I/We shall deposit the sum to constitute the security deposit required by the relevant terms of contract.

We also undertake, as required, to enter into a contract with Uranium Corporation of India Limited, by executing an Agreement in the prescribed contract Agreement Format enclosed along with this tender document and till such time the agreement be not executed, we shall be bound by the terms and conditions of the tenderdocumentandsubsequentletter, minutes of discussions and letter of acceptance.

Signature of Tenderer

Date_____

Witness Name :

Address of Witness :

Form-III
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ TWO THOUSAND ……...at Jaduguda between M/s. Uranium Corporation of India Limited (A Government of India Enterprise) having its Registered office at Jaduguda Mines, Dist: East Singhbhum, Jharkhand – 832 102 (herein after referred to as the Corporation) which of one part of M/s. _____ having it's Registered Office at _____ (herein after referred to as Contractor) which expression shall unless repugnant to the context includes its successors and/or assigns of the other part.

WHERE AS UCIL invited Tenders to be submitted for the work of _____ _____ mentioned in Tender document submitted by the Contractor as laid down in Annexure – A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure – A. AND WHEREAS after consideration of the Tender submitted the Contractor UCIL accepted the said Tender as in Annexure – A along with Annexure –B, C & D.

AND WHEREAS one of the conditions embodied in the Tender submitted the contractor and accepted by UCIL was that the contractor upon acceptance of his Tender shall enter into an agreement with UCIL and shall deposit the sum of Rs. _____ (Rupees _____ only) in a manner mentioned in the same Tender as in Annexure – A and it's subsequent modifications as in Annexure – D duly endorsed in favour of UCIL for the due observance fulfillment and performance by the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by UCIL.

And whereas UCIL has called upon the Contractor to execute the presents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions and Special conditions of Contract herein after referred.
2. The Corporation's LOI/Work Order Reference No. _____ along with the following documents shall be deemed to form and be read and construed as part of this agreement as thoughtfully written out and set forth herein.

    a. ANNEXURE – A: Tender Document for ____ as specified in Tender specification vide N.I.T. No.
    b. ANNEXURE – B: Bank Guarantee of Security Deposit
    c. ANNEXURE – C: Detailed Bar Chart
    d. ANNEXURE – D: Various correspondence and Minutes of Meeting to be read with Annexure – A as listed below:
    1.

2.

3.

4.

In the event of discrepancy or ambiguity this agreement and any of the documents described above this agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions of the documents (a) to (d) inclusive, the priority of these documents shall be settled in accordance with the order (d) to (a) i.e. the document executed on a later date prevailing over the document executed earlier.

1. The contractor hereby covenants with the corporation of construct, complete and maintain the works in conformity in all respects with the provisions of the Agreement and as specified in the above documents (a) to (d) inclusive.

2. 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 tie and in the manner, prescribed by the Agreement and set-forth in the above documents (a) to (d) inclusive.

3. All notices called for by the terms of this agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following address:

URANIUM CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)

4. The corporation and the Contractor agree that this contract agreement including annexed documents (a) to (d) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this contract agreement, except as may otherwise be specifically provided in this contract agreement.

5. Both parties shall make best individual to set amicably among themselves in a dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties or not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement. This contract agreement is made in all good faith and executed in two identical counterparts, one for the corporation and the other for the Contractor.

IN WITNESS THEREOF, the Corporation and the Contractor have executed this contract agreement the day and year first above written. URANIUM CORPORATION OF INDIA LTD

_____

in the presence of

_____ _____

signed by the said CONTRACTOR

_____

in the presence of

Form-IV

UNDERTAKING NOT TO GIVE ANY GIFT /INDUCEMENT IN CONNECTION WITH SECURING ANY FAVOUR IN DEALING WITH UCIL

Date:

To,
M/s. Uranium Corporation of India Ltd
PO Jaduguda Mines,
Dist -East Singhbhum
Jharkhand - 832102

I / We …..... am / are a Vendor / Customer of Uranium Corporation of India Ltd (now onwards to be referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with securing / being granted favour (s) in my / our dealings with the corporate office of the company and / or its any field units.

To immediately report any gift and / or inducement sought by any employee of the Company granting favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature……...

Name……...……..

Title……..

Name of the Company and Address (with Seal)……..

Form-V

SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of _____, 20- - by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand 832102, India (hereinafter called "UCIL") on one part and _____, a company duly incorporated under ....., with its registered office ..... (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH:

WHEREAS:

A. UCIL intends to purchase _____ from _____ (Name of the company).

B. _____ (Name of the company) intends to produce _____ at their project in _____ (Name of the place) and intend to sell the same to UCIL

C. The parties, therefore, intend to enter into anMoU and subsequently an agreement for the sale and purchase of _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term "Confidential Information" means:

(1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.

(2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.

2. Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:

(i) at the time of its disclosure hereunder is in the public domain,

(ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),

(iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or

(iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of UCIL, …… (name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

9. This Agreement shall be governed by and construed in accordance with Indian laws.

10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with UCIL and the duplicate with …… (name of the party).

1. For _____
2. Witness:

(Name)
Designation

For Uranium Corporation of India Ltd.

Witness:
(Name)
Designation

Form-VI

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on …… day of the month of …… year …….. Between Uranium Corporation of India Ltd (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. …… ……. (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not; provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

3. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

2 **Previous Transgression**:

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

3 Earnest Money (Security Deposit)

1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and

without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified by the RFP).

2. The Earnest Money / Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

4. Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required: -

2. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

3. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

4. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

7. To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8. To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.

9. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

10. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

11. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

a. The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the

Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

b. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Independent Monitors

1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

a. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

b. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

c. The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9 Validity

The validity of this Integrity Pact shall be from date of its signing and up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

9.1 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

10 The Parties hereby sign this Integrity Pact at _____ on_____.

BUYER	BIDDER
Signature	
Name of the Officer	
Designation	
Witness	Witness
1	1
_____	_____
2	2

Form-VII

PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____M/s _____ (Tenderer's name & address), having its registered office situated at _____(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 832102, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').
AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs._____ (Rupees _____ only) being ____% (_____percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the UCIL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that UCIL shall have the 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 or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer 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 us

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We_____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the _____ day of _____ 20__

_____Bank

(Signature with name in Block letters with designation,
Attorney as per distribution of Attorney No._____dt. _____)

Bank's Common seal

Form-VIII

PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

WHEREAS on or about the _____ day of _____M/s _____ (Tenderer's name & address), having its registered office situated at _____(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ , Uranium Corporation of India Ltd a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 832102, , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms & conditions of the contract advance payment of Rs._____(Rupees_____) is to be made by UCIL to the tenderer, which the tenderer is to repay to 'UCIL', and whereas 'UCIL' has agreed in pursuance of the said terms and conditions of the contract to make advance payment of Rs._____ (Rupees _____) to the tenderer furnishing a bank guarantee in the manner herein contained.

We _____ Bank, in consideration of the UCIL having agreed to pay to the tenderer an advance payment of Rs. _____ (Rupees _____only) hereby agree and undertake to indemnify the UCIL and to keep the UCIL indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____only) against any damage of loss caused to or suffered by or that would be caused to or suffered by the UCIL by reason of any breach or non-fulfillment by the tenderer of any of the terms and conditions contained in the said Work order/Contract.

We further agree that interest at the rate of 12% per annum will be paid by us to the Contractor from the date of demand for payment till the actual date of payment made by us.

AND WE _____ Bank, do hereby undertake to pay on demand and without any demur to the UCIL any sum not exceeding the said sum of Rs. _____ (Rupees _____ only) as may be ascertained by the UCIL as the damage or loss that the UCIL may have suffered by reason of breach or non-fulfillment of any of the terms and conditions of the said Work Order/Contract by the tenderer.

AND WE _____ Bank hereby further agree that the decision of the UCIL as to whether the tenderer has committed breach of any such terms and conditions of the said Work Order/Contract or not and as to the amount of damage or loss assessed by the UCIL on account of such breach, would be final and binding on us.

This guarantee shall come into force simultaneously with your making the said advance payment to the tenderer and shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

Our guarantee shall remain in force until _____ (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6 (six) months from such date, all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities there under.

WE _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the _____ day of _____ 20__

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No._____dt. _____)

Bank's Common seal

Form-IX

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No._____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs._____ (Rupees_____ only), under _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 832102 , India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs._____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____Bank (hereinafter called the said Bank) do hereby undertake to pay to UCIL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by UCIL including the question as to the tenability of the claim of the UCIL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to UCIL on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the UCIL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till UCIL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the UCIL that the UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the UCIL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the UCIL or any indulgence by the UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _____Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the _____ day of _____ 20..

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No._____dt. _____)

Bank's Common seal

Form-X

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____M/s _____ (Tenderer's name & address), having its registered office situated at _____(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand-832102, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').
AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. _____ (Rupees_____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus, interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that UCIL shall have the 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 or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to

the said tenderer 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 us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We_____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the _____ day of _____ 20__

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No._____dt. _____)

Bank's Common seal

08.GENERAL CONDITIONS OF CONTRACT

A). INTERPRETATIONS AND DEFINITIONS

1. **Singular and Plural**

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

2. **Heading and Marginal Notes to conditions: -**

Heading and marginal notes to these General Conditions shall not be deemed to form part there of or be taken into consideration in the interpretation or construction thereof or of the Contract.

3. **Definitions:**

a). Corporation shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines - 832 102, in the state of Jharkhand and includes a duly authorized 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, 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 unincorporated company, or successors of such firm or company as the case may be and permitted assigns or 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) It is case of Item Rate Contracts, So the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.

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

g). `Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.

h). `Excepted Risks are risks due to riots (otherwise than among Contractors' 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 god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

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

j). Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.

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

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

m). `Urgent Works shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.

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

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

B). **SCOPE AND PERFORMANCE**

1. **Contract Documents:**

The Contractor shall be furnished, free of charge, two certified true copies of the Contract documents except standard specification, 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 the 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 other Inspecting Officer.

1.1 None of these documents shall be use by the Contractor for any purpose other than that of this Contract.

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

2. **Works to be carried out:**

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

3. **Inspection of site:**

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general, he shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4. **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, in 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 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 variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

5. Discrepancies and Adjustment of Errors:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed preference to small-scale drawings and the figured dimensions in preference to drawing measured scale and the special conditions in preference to General Conditions.

5.1 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.

5.2 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 there in according to drawings and specifications or from any of his obligations under the Contract.

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

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

b). In the event of 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 totaling in the amount column and carrying forwarded totals shall be corrected.

d). The totals of various sections of Schedule of Quantity appended and amended shall be carried over to the general summary and the tendered such amended accordingly. The tendered sum so altered shall, for the purpose of the tenders be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of quantities or in general summary by the Tenderer shall be ignored.

e). In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications 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 inserted by the Contractor in the Bills of quantities.

6. Security Deposit:

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

(a). Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

(i). For deposit up to Rs. 5,000/-: Cash/Demand Draft payable at SBI, Jaduguda/Hartopa.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Indian schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by SBI, Jamshedpur/Hartopa or PNB, Jamshedpur or as mentioned in Para 9(a)(iii).

iii). for deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by SBI, Jaduguda/ Hartopa or Punjab National Bank, Jamshedpur. Bank Guarantee obtained from any Indian nationalized bank of schedule banks to be jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.

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

(c). Refund of Security Deposit: Initial Security Deposit 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.

(d). On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request 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.

7. Deviation/Variation Extent & Pricing:

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or

substitution for the original specification, drawings, design 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 substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition 52.

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

(a). In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus

(b). 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

(c) Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows: -

(i). If the rate for additional, altered or substituted items of works 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, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

(ii). If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.

(iii). If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of the work shall be carried out at the

rate entered in the C.P.W.D. Schedule of Rates (current) 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 Contract is 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 for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor 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 proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose, the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

8. Suspension of works:

The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the process of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for and 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 works or part thereof.

9. TIME AND EXTENSION FOR DELAY:

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 the essence of the Contract. The execution of the work 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.

9.1 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 items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed 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 before 3/4th of such time has elapsed.

9.2 If the works be delayed by

(a) . Force majeure, or

(b). Abnormally bad weather, or

(c). Serious loss or damage by fire, or

(d) . Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or

e). Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or

(f). Non-availability of stores which are the responsibility of Corporation to supply, or

(g). Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or

(h). 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 delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

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

9.4 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 requests by the Engineer-in-charge.

10. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter refer to as T & P) required for execution of the work.

10.1 If the Contractor required 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.

10.2 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in

writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.

10.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkidars) 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 the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.

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

10.5 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 as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days' notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

10.6 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 authorized 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.

11.0 **MATERIALS**:

11 (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.

11 (a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.

11 (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, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

11 (a) 3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at 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 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. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

11 (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 other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish Indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

11 (a) 5. All charges on account of Octroi, Terminal or Sales Tax and other duties or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

11(a) 6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.

11 (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.

11 (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 all on payment before the materials are issued to the Contractor.

11 (b) 2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/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 and certify that balance of materials supplied is available at site.

11 (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 whatever description as may be required.

11 (b) 4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges 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.

12 (b) 5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.

11 (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 pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

11.(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 bedelay 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 nor may there by any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

11(c). **GENERAL**

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

11(c) 1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

11(c) 2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.

12. L A B O U R

The Contractor shall employ labour in sufficient numbers to maintain the required rate of 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.

12.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on 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 under 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.

12.2 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.

12.3 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.

12.4 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, 1952or any modifications thereof or any other Law relating thereto and rules made there under from time to time.

12.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of `The Employees State Insurance Act, 1948' as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer- in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him.

The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.

12.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

12.6 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.

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

12.7.1 **Model Rules for LabourWelfare**: 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 on materially incorrect statement or reports from the Engineer-in-charge in such matters,
based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

13. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licenser may impose conditions as:

(i) That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him

(ii). That such use or occupation shall not confer any right of tenancy of the land to the Contractor

(iii). That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.

(iv). That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.

13.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain 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.

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

14. **SIDE DRAINAGE**: All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor expenses.

15. **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, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

16. **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.

17. **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 articles 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.

18. **PROTECTION OF TREES**:
Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1.0 Mtr. of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

19. **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 works or the public.

20.**CONTRACTOR'S SUPERVISION - SUPERVISORY STAFF**:

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

21. **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.

21.1 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 placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. 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.

21.2 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.

22. **DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE**:

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

22.1 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 Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.

22.2 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 pulling down, removal or breaking up thereof.

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

23. **REMOVAL OF WORKMEN**:

The Contractor shall employ in and about the execution of the works 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 or to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is 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.

24. **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 re-in state and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening or through reinstating and making good the same shall be borne by the Contractor.

25. **WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:**

Subject to any provisions to the contrary contained in the Contract none of the permanent works shall be carried out during night or on Sundays or on 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.

26.1**COMPLETION CERTIFICATE:**
As soon as the work is complete, 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 certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been

executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge.

If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or 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.

26.2 If at any time before completion of the 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 of the same (any such parts being hereinafter in these conditions referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this Contract.

26.2 (a). Within ten days of the date of completion of such items or group 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) as above provided the Contractor fulfils his obligations under that condition for the relevant part.

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

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

27. **COMPENSATION FOR DELAY**

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding taxes and duties)

(b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

(c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

(d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.

(e) All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.
(f) The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
(g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

28. **DEFECTS LIABILITY PERIOD**

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

29. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for anydamage or loss that may occur 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 of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.

29.1 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 or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs 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 utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

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

29.3 Where the Corporation building or a part thereof is rented by the Contractor, 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.

29.4 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, cost of charge and expenses whatsoever in respect of or in relation thereto

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

29.5 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 Maternity Benefit Act – 1961, E.P.F. (M) Act 1952, or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

29.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there

29.7 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, if any.

29.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his 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.

29.9 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 premiums 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.

30. **FACILITIES TO OTHER CONTRACTORS**:

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

31. NOTICES TO LOCAL BODIES

The Contractor shall comply with and give all notices required under any governmental authority, interment, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before make 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.

31.1 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 by-laws of any local authority in respect of the works.

32. SUB CONTRACTS

The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting authority.

33. 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 Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
33.1 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 above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

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

33.3 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work site order Book" maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instruction by the Contractor, he shall be furnished a certified true copy of such instructions.

34.FORE 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 hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage or which he might have derived from the execution of the works in full, which he did not derive in consequence of the fore closure of the whole or part of the works.

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

(ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of 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 rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not Exceeding those at which these were originally issued less allowance for any deteri-oration 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 tohis 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.

35. TERMINATION OF CONTRACT FOR DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if

the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractors firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. 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.

36. **CANCELLATION OF CONTRACT IN FULL OR IN 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 the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.

(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 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 inducement 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 - bonafide 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.

37. 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.

37.1 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.

37.2 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 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 to the Contractor.

37.3 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.

37.4 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.

38. **LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATIONTHEREOF:**

If the Contractor or his workmen 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 that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract 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 the case may be and/or remove the materials or articles at his own expense not withstanding 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 other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surface 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 of 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 Contractor.

39. **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 as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

40. **CHANGE IN CONSTITUTION:**
Where the Contractor is a partnership firm, prior approval in writing of the accepting authority shall be obtained before any change is made to 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 ensure as provided for in the said condition 41.

41. **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 as directed by E.I.C. 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, the employer under the Act including the liability to make payment of apprentices as required under the act.

42**. 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 Contract rates for each such items of work.

42.1 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.

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

42.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractors fails to attend or send an 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 by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.

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

42.5 Measurement 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 the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.

42.6 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.

43. **METHOD OF MEASUREMENTS**:

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/Specifications not withstanding 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/Specifications,

measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

44. **PAYMENT ON ACCOUNT**:
Interim bills shall be submitted by the Contractors at intervals mentioned in Schedule - F on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
44.1 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.

44.2 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 in accordance with the Contract.

44.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.
45. **TIME LIMIT FOR PAYMENT OF FINAL BILL**
The Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) 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 theperiod 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. 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 deals 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 extended date of completion of the works or items of work in question.
46. **OVER PAYMENTS AND UNDER PAYMENTS**
Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his securityDeposits or he shall pay the claim on demand.

46.1The 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 reserves 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.

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

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

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

ARBITRATION AND LAW

47. ARBITRATION:

Except where otherwise provided for in the Contract, all questions and disputes 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 abandonment thereof, shall be referred to the sole arbitration of the Chairman & 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 & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates 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 reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the 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 his predecessor left it. It is also a term of this Contract that no person other than a person appointed by such Chairman & 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 the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the

amount for amounts claimed in respect of each such dispute.

47.1 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.

47.2**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.

47.3 **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.

48. **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 of Singhbhum (East).

09. SPECIAL CONDITIONS OF CONTRACT

1. The contractor has to arrange the following on his own.
   a. Sewing machine.
   b. Painting spray guns.
   c. Hot vulcanizing machine.
   d. Best quality and rugged tyre pressure gauge.
   e. All safety appliances including personal protective equipment like safety belt, helmet & gumboots.
   f. Tools and tackles required for all the jobs(excluding special tools)

2. The corporation will provide the contractor with the following (on non- chargeable basis)
   a. Compressed air point for painting.
   b. Consumable items such as grease, lubricants, tyre, tube, repair patches/solutions, paint, thinner, painting brushes, etc.
   c. Suitable jacks for wheel assy. changing.
   d. High pressure water for equipment cleaning.
   e. High pressure grease gun.
   f. Hardware items such as wheel Stud, wheel lug nut, rim lock, fasteners etc.

3. Shifting tyres and other heavy items from Narwapahar stores to the work spot will be totally the contractor's responsibility. However, the UCIL will spare truck/ tractor trailer/ fork lift/ crane etc depending on necessity and availability.

4. The contractor must maintain his work spot in safe condition by making suitable arrangements as required from time to time and as required by law such DGMS etc.

5. It will be totally the contractor's responsibility to maintain the highest standards of housekeeping in his work spot before, during & after completion of all the works.

6. The contractor shall engage only suitable and suitably qualified manpower in sufficient numbers (as per the job requirements) in all the three shifts and on all working days (including Sundays) excluding the UCIL's holidays. The contractor should arrange insurance coverage for at least 18 (Eighteen) nos. workmen as per underground working rules for the whole period of contract and it shall be furnished to the UCIL before commencement of the work to indemnify theUCIL against all risks, damages, losses, claims for compensation etc. arising from contract in question. He shall depute the minimum required manpower in each of the three shifts (Subject to a maximum of 18 persons in a single day) on every working day as per the directions of the Engineer - In - Charge. He shall be prepared to engage all the eighteen work men on a single working day whenever required.

7. The contractor must engage a competent supervisor for each work wherever it is in progress. The supervisor should keep in constant touch with the Engineer - in - Charge/ his representative for any matter regarding his work and submit a report on the completion of the job/ shift.

8. The contractor must maintain job wise registers giving the details of the jobs done shift wise. This register must be signed by the contractor's supervisor and Engineer's representative at the end of each shift and signed by the Engineer - in - Charge at the end of each day.

9. Cleaning and maintenance of the contractor's own tools and tackles and machinery is his own responsibility and the corporation will not have any hand in it. The contractor's machinery, tools and tackles should be kept in secure and safe manner. Cleaning agents such as petrol, diesel etc for cleaning his equipment should be arranged by the contractor himself.

10. The contractor shall arrange for housing accommodation of his employees and the corporation shall have no responsibility/liability whatsoever in this regard.

11. The Engineer-in-charge shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorized representative shall be bound to comply with the instructions in this regard, the contract may be terminated.

12. In case of any dispute in the matter of payment to the employee of the contractor, the decision of the Engineer-in-charge shall be final and binding on the contractor.

13. a) In case of any accident, the contractor shall ensure that, the victims get First Aid and medical treatment without any delay and information of such accident should be passed on to the Mine Time Office and Engineer-in-charge at the earliest. In case of any accident to any employee of the contractor arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the workmen's compensation Act, 1923 or any amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

The contractor may also be called upon by the UCIL to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee, as payable in the case of company's employees.

b) In case of failure on the part of the contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the company and cost/charges/expenditure incurred or spent by the corporation in this regard shall be recovered from the contractor's bills/dues/security deposit.

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

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

16. The contractor shall comply with the provisions of Mines Act/Regulations Rules/applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the corporation or statutory authorities to ensure the safety of the employees/equipments deployed by him, at his own cost.
17. In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the corporation or statutory authority, to remove the danger and ensure safety of employees of the contractor/corporation.
18. The corporation may terminate the contract by giving 30 days notice, without any assigning any reasons whatsoever for the same.
19. Without prejudice to the right of the corporation as contained in clause 18 above, the contract may be terminated partly or fully and these security deposits forfeited, at the discretion of the corporation without any notice to the contractor, in the following eventualities.

a). If the work is not progressing to the satisfaction of the corporation.

b). Pertaining to the safety or satisfactory execution of the work. Breach of any terms and conditions of thecontract or violation of any statutory Act/Regulations/Rules/Bye-laws/Orders by the contractor.

c).Stoppage of work on his own accord or unsatisfactory performance by the contractor. Assessment of the C&MD in this regard shall be final.

d). Offering or giving or agreeing to give any person in the corporation's service or to any other persons on his behalf, of any gift or consideration or any kind of inducement or reward for doing or for bearing to do or having done of having forborne to do any act in relation to obtaining of execution of this or any other contract from the corporation.

e). If the contractor has obtained the contract from the corporation as result of ring tendering or other non-bona fide methods of competitive tendering or by fraudulent manner or in factious name.

f). If the contractor is declared insolvent or the firm/company goes into liquidation.

g). If the contractor/assigns/transfers/sublets or attempts to assign/ transfer/sublet the entire work or any portion thereof.

h). Failure to bring trucks/equipments to the site and start the work as directed.

i). If it is found that the contractor has not been complying with the rules, regulations, and statutory obligations pertinent to his force. The decision of the C&MD for in this regard shall be final.
j). If the contractor indulges in any corrupt practice/illegal activity/ irregularity/misconduct.
k). If it comes to the notice of the Engineer - in - Charge that the contractor has engaged any bonded labour.
l). For any other reasons which the corporation considers prejudicial to its own interest or to the interest of the public.
20. In the event of termination of contract under clause 19 above, the corporation shall have the right to the get balance work executed by engaging any alternative agency/agencies or incurring expenditure and recover from the contractor, the said expenses/extra expenses incurred in this regard.

21. After termination of the contract, the work executed by the contractor shall be jointly measured. In

case, the contractor or his representative does not attend the joint measurement, in spite of being notified in this regard, such measurement shall be carried out by the corporation on its own and the measurement so arrived it shall be final and binding on the contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of all penalties, recoveries, etc. recoverable from the contractor as per the terms and conditions of the contract.

22. The rate quoted by the tenderer will be treated as excluding's or other taxes, the rates quoted shall be valid for the complete duration of the contract and no change on account of rates will be entertained except GST &labour escalation stated.

23. Conditional tender will be summarily rejected.

24. Quantity variation - ± 10%, i.e., the executed quantum of work during the contract period may vary within these limits. The contractor has to execute the work awarded (If any, either against time extension or value extension) up to a maximum limit of 110% of the contract value against this tender.

25. The work is to be carried out in running underground mine and contractor will be governed by all the rules and regulations of underground working. AERB safety guide lines shall strictly be followed in the work.

26. The tenderer will be responsible for the safety of material under his control and all the material should be accounted for till the completion of contract.

27. The contractor should arrange for cutting of trees/ bushes etc if required at the work site at no extra cost.

28. The contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoity, fire, tempest, flood etc.

29. Minimum wages as applicable and as fixed by ALC(C), Chaibasa from time to time have to be paid by the contractor to his workmen and all registers& documents have to be maintained.

30. Escalation will be paid as per formula given below

$$WE = LC \times \frac{(W2 - W1)}{W1} \times VWD$$

Where: WE = Wage escalation, VWD = Value of work done in rupees during the relevant month
W1 = Minimum wages of underground worker as on submission of price bid or revised price bid whichever is later.
W2 = Minimum wages of underground workers during the month under review.
LC = Labour component of the work done= 0.80

31. The works have to be carried out as per the provisions of Mines act -1952, Metalliferous Mines Regulations - 1961, Mines Rules - 1955, Indian Electricity Act and Rules, Minimum wages Act and Rules, Contract Labour (Regulation and Abolition) Act 1970 with Contract Rules -1971, Bonus Act, and other laws applicable to metal mines, Employees' Provident Funds & Miscellaneous Provisions (EPF & MP) Act, 1952 etc. in regards to the works awarded.
32. The tenderer shall have Provident Fund Code/Number.

33. All the workers deployed by the Contractor (Or sub-contractors) shall be enrolled as members of Provident Fund and shall have Universal Account Numbers (UAN).

34. The bills of the Contractor will be cleared subject to the submission of a certificate by him that all the workers employed by him directly or indirectly are registered for EPF and that the contributions due to them have been credited to their respective accounts.

35. Income tax: Income tax as per rules shall be recovered from bills.

36. Duration of contract: 24 months from the date of starting work.

37. Labour Insurance and Execution agreement should be done by the successful contractor before the commencement of work without which the contractor will not be allowed to start the work. Initial training at VT center will be given as per rules. All workmen will be covered in underground insurance.

38. Mode of Measurement: The mode of measurement is the quantity (Nos.) of items.

39. Penalty: In case of non-deployment of the requisite manpower by the successful tenderer on any working day/shift, penalty will be imposed as follows as per the discretion of the Engineer - in - Charge:

(i). By deducting the proportional amount of the contract amount for a single day/shift considering 365 days or by

(ii). Making the contractor perform the work for the number of working days/shifts equal those affected.

40. The contractor shall be responsible for fulfilling all his obligations toward person(s) deployed under the labour laws namely Minimum wages act, Workmen Compensation Act, EPF Act, Payment of Wages Act, Insurance / ESIC Act, Bonus Act, Earned Leaves or other labour rule & regulation applicable and amended time to time.

41. Contractor has to make online payment Strictly as per the Minimum Wages Act to his employees before 7th of every month irrespective of clearance of bill from UCIL. Proof of making payment has to be produced along with the monthly bills submitted by the contractor.

If the successful contractor fails to make payment to their employees before 7th of every month, UCIL as responsible principal employer will pay minimum wages and provident fund as advance to contractual personnel and recovery of the payment shall be made from the contractor. In case of being similar instance second time, short closing of contract will happen and black listing procedure against the contractor shall be initiated.

10. SAFETY OF CONTRACTOR'S EMPLOYEES

1.0 The contractor shall at all times take all reasonable precautions for the safety of employees including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws, in addition to the safety provision already included in the safety requirement recommended by the V.T. Centre, Narwapahar for a specific contract.

In the event that the contractor fails to comply with this provision, the Engineer-in-charge may, without prejudice to any other legal of contractual rights, issue an order stopping all or any parts of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting office. The contractor shall make no claim for an extension of time or stoppage.

2.0 Contractors shall have a full-time safety officer/Engineer when the contractor employs 500 or more persons or when engaged in especially hazardous work. In the case of contractors employing fewer than 500 persons, his safety representative shall be employed in high supervisory capacity and his safety duties may be in addition to other technical or administrative duties.

3.0 Contractor shall have at least one person fully trained in First-Aid present at the site of work all the times.

4.0 Contractors must report to the V.T. Centre, Narwapahar through their Engineer - in - Charge every accident involving their personnel, UCIL property or personnel, property or personnel of other contractors working on the site.

4.1 Contractor must report to V.T. Centre, Narwapahar through Engineer - in - Charge immediately on becoming aware of any accident of Type - A (See Appendix - 1) giving the following information.

Name of the informant:

Nature and location of incident being reported:

Name of supervisor/Engineer - in - Charge, location and telephone no. where he canbe reached:

4.1.1 Contractor shall submit their investigation reports, through their engineer-in-charge, to V.T. Centre immediately but not later than three working days after the occurrence of accident in the Form - A (See Appendix - 2).

4.2 In the case pf Type - B accidents (See Appendix - 1), Contractor shall submit their investigation reports through their Engineer-in-charge, to V.T. Centre immediately but not later than three working days after the occurrence of accident in the Form - A.

4.3 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form - B (See Appendix - 3) and be sent to V.T. Centre, Narwapahar by the seventh of next month.

4.3.1 Principal contractor shall report the man days lost and occurrence of accidents under the jurisdiction of sub-contractors.

4.3.2 Contractor shall submit a narrative report on safety activities and fire incidents for each month along with Form - B). The review should contain such items as personnel and programme change, major project started and major problems.

A P P E N D I X - 1

1. Fatal Injuries.

2. Serious injuries such as fracture, dislocation, severe burns etc. necessitating hospitalization.

3. Any injury to give or more persons.

4. Accidents resulting in damage by fire, explosion etc.

Type - B

1. Minor injuries which result in lacorxation, contusion etc.

2. Disabling injuries but not requiring hospitalization.

A P P E N D I X - 2

(F O R M - A)

A CCIDENT INVESTIGATION REPORT

Name of the Contractor and Project :

Nature of the Contract :
Name of the Engineer-in-charge :

Name of injured person :
Age :
Address :

Date & time of Accident occurred :

Nature of job :

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

Description of accident in details :

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

What was wrong with working methods/instructions :

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

Name of the witness : 1. 2.

[11]

S C H E D U L E – D

Sl. No.	Category of Labour	Wage per day	Remarks
1	Skilled/Semi skilled/Unskilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Notice by Asstt. Labour Commissioner (C) Chaibasa, Jharkhand Region from time to time	

Signature of Contractor: _____

Date: _____

S C H E D U L E - F

REFERENCE TO GENERAL CONDITIONS OF THE CONTRACT

Condition No.

(a) Accepting Authority	Chairman & Managing Director, UCIL
(b) Market rate percentage Addition to overheads and Profit.	Not applicable
(c) Security Deposit .	10% of the contract price.
(d) Refund of Security Deposit	50% of total Security deposit immediately after payment of final bill.
(e) Date of commencement	15 days from issue of L.O.I./Work order date.
(f) Date of completion	**24 (Twenty-four) months** from the date of Commencement.
(g) Agreed liquidated damage	Up to a maximum of 5% of the contract clause of ALD.
(h) Defect Liability Period	One month from the date of repairing
(i) Insurance	**As required & Instruction of E.I.C.**
(j). On Account payment	**Monthly**
(k) Authority for appointing Arbitrator.	Chairman & Managing Director, UCIL

****

12. SCOPE OF WORK

Outsourcing of miscellaneous mechanical jobs of underground diesel equipment at Narwapahar.

Detailed scope of work: -The following details of work and supervision of job is made for scope of Contractors.

(1). REMOVAL AND FITTING OF WHEEL ASSEMBLIES OF UNDERGROUND MINING EQUIPMENTS - BOTH AT SURFACE AND IN - SIDE AT UNDERGROUND.

1. Wheel assembly sizes: 18.00x25,17.50x25, 14.00x25, 12.00x24, 12.00x20,10.00x20, 10.00x15and9.00x20. Any other size tyre will also have to be changed occasionally as per requirement, under the instruction of Engineer-in-Charge.
2. The new/repaired wheel assembly has to be taken to the work spot from the new/repaired tyre stack.
3. The old tyre assembly dismantled from the equipment should be brought and placed size wise in the tyre repair area immediately after fitting the new/ repaired wheel assembly.
4. All the tools and tackles such as spanners, jacks, wooden sleepers, levers etc., required for the job should be taken from the designated place and carried to the work spot. They should be brought back and properly stored again in the designated place immediately after completion of the work.
5. The contractor must ensure that the tyre inflation pressure is correct for the equipment and that there are no leakages prior to fitment of wheel assy. He should also ensure that the lock ring /plate of wheel assembly are secure in the irrespective places.
6. It has to be ensured that all the wheel lug nuts are properly and evenly tightened to the required torque (to be displayed by the Engineer - in - Charge) on every occasion. Any damaged wheel studs/ lug nuts have to be brought to the attention of Engineer-in-charge/his representative and replaced immediately
7. The make and serial numbers of the changed tyres (old and new) along with their position (front left/right, rear left/ right) should be recorded properly equipment wise in a register and communicated to the Engineer-In-charge/ his representative and the end of each shift.
8. The contractor should also maintain an updated summary of the different sizes of wheel assemblies replaced on weekly basis so that the total quantity can be checked at any time.
9. The jobs are to be carried out in all three shifts on all working days

(including Sundays) except on company's holidays.

(2) DISMANTLING OF TYRES/ TUBES FROM WHEEL ASSEMBLY AND REFITTING AFTER REPAIR.

1. Tyre sizes: 18.00x25, 17.50x25, 14.00x25, 12.00x24, 12.00x20,10.00x20 10.00x15 and 9.00x20.In addition to these sizes, any other size has also to be repaired occasionally(if needed) as directed by the engineer -in-Charge.
2. All the repaired wheel assemblies should be stacked properly size- wise at the designated place.
3. All the tyres of the repaired wheel assemblies have to be properly inflated to the correct pressure as per the tyre inflation chart provided by Engineer -in-Charge. Zero leakage has to be ensured.
4. Contractor has to maintain a good quality and rugged tyre pressure gauge at this own cost. However, tyre inflation arrangement will be provided by the UCIL. Utmost care has to be taken while inflating tyres.
5. While repairing/ inflating tyres, the contractor must use the safety enclosure (to be fabricated by him with the material provided the UCIL) as per safety requirements.
6. All the wheel rims should be cleaned thoroughly to remove dirt, dust, rust etc., using proper tolls such as wire brush.
7. All the wheel rims should be repaired for deformities, if any, such as dents, bends etc., as and when required.
8. All the wheel rims should be painted thoroughly as and when required.
9. Inspection of groove provided for 'O' ring on rim and replacement of 'O' ring on every fitment in case of tubeless tyres and repairing of tubes by using cold/ hot vulcanizing process.
10. Date of repair of the tyre should be indicated by paint on it after repairing.
11. If any tyre, after repairing by the contractor fails before and prematurely immediately after fitment in an equipment (as decided by the Engineer- In-charge/ his representative), it has to be repaired again free of cost till the defect is rectified.
12. The contractor has to keep documented record of the tyres repaired (indicating the size and serial number) and gets it signed by the Engineer-in-Charge/his representative at the end of every day.
13. Old, removed tyres that are to be rejected/ rethreaded have to be identified by the contractor and approved by the Engineer-In-charge in writing. They have to be transported to Narwapahar stores also by the contractor.

(3) WASHING, CLEANING AND GREASING OF UNDERGROUND MINING EQUIPMENT AT SURFACE AS WELL AS IN UNDERGROUND.

1. Equipment to be covered - LHD, LPDT, Drill jumbo, service equipment.
2. The equipment to be cleaned has to be properly positioned in a safe and balanced position.
3. Any muck on the equipment has to be completely removed.
4. Each equipment should be thoroughly cleaned with high pressure water (to be provided by the UCIL) to remove dirt, grease etc from the equipment completely.
5. All the grease points should be thoroughly greased and passage of grease has to be ensured. If at any point, greasing is not possible due to damaged fitting/ nipple/ body thread etc., the same should be brought to the notice of Engineer - in - Charge/ his representative and rectified immediately. Thegrease nipples and fittings etc. for this will be provided by the Corporation.

(4) PAINTING OF VEHICLE/EQUIPMENT (INCLUDING SURFACE VEHICLE) .

1. The equipment to be painted should be cleaned thoroughly to make it free from muck, dirt, oil etc.
2. The old paint should be completely removed by using scraper/ sand paper covering all parts of the equipment including chassis, wheel rim assemblies etc.
3. Proper care should be taken to ensure that the headlights, instrument panel gauges are protected from paint to ensure passage of light &clear visibility.
4. Primer, putty, paint etc., (to be supplied by the UCIL) should be used in the correct quantity proportion.
5. The equipment should be dried for sufficient time after completion of painting before giving it for production.
6. Only the original colours as in the original equipment have to be used for painting of any equipment. The colour can be changed only with the approval of Engineer - in - Charge.
7. Wherever required (such as engine etc.,), heat resistant paint should be used.
8. The painting should be of good quality with a good surface finish. Wherever required, multiple coats have to be applied.
9. The painting work on the equipment should be done in such an area& in such a manner that the maintenance of other equipment is not affected.

(5) DISMANTLING, REPAIR, AND REFITTING OF EQUIPMENT OPERATOR'S SEAT.

1. The job includes removing of operator's seat from the equipment, its repair/fabrication and refitting on the equipment.
2. The equipment operator's seats should be standardized (equipment category wise) to have interchangeability from one unit to the other among the same model of equipment.
3. Spare operator's seat should be made (equipment category wise) so that they are immediately fitted on the equipment.
4. Whenever required, the complete seat has to be remade including its frame, backrest, mounting etc.
5. Equipment operator's comfort & safety have to be given the maximum attention in fabrication and making of seats.

(6) UNFORESEEN MISCELLANEOUS MECHANICAL MAINTENANCE JOBS NOT COVERED ABOVE.

These jobs are of miscellaneous nature and not covered under (I) to (V) above.

(7) FLOOR CLEANING OF U/G DIESEL EQUIPMENT MAINTENANCE WORK SHOP (UNSKILLEDMANPOWER)

The work shop shall be cleaned on regular basis with Sulphonic acid/Saw Dust/Diesel as per the availability, which is provided by the UCIL on Free of Cost (FOC). The work shop should always be neat and clean and Cleaned all spares room, Drains etc. The work shop and its surrounding areas should be free from slippery or any mechanical bolt/nut/metals as per the direction of engineer in charge or his representative. The mechanical work shop cleaning should be performed with two unskilled manpower on regular basis as per direction of Engineer in charge or his representative.

(8) REPAIRING AND CALIBRATION OF FUEL INJECTION PUMP & INJECTORS

FIP (5 NO'S) & Injector (56 NO. S) of Mico / Bosch etc from the authorized dealer of Bosch / Mico etc make only.

a. Fuel Injection Pump (Spares & repairing cost)

b. Injector/Nozzle (Spares & repairing cost)

(9) CALIBRATION OF LISTED MECHANICAL TOOLS: From the genuine and authorized sources OF NABL (National Accreditation Board for Testing & calibration Laboratories) and valid authorization certificate from the party with the submission of bill.

List of Mechanical Tools for calibration from authorized source only

Sl. No.	Name of the instrument	Make	Model	Identificationno.	Size/Range
I.Mechanical(Decline)					
1	Angle plate for angular Torque Wrench	Wilbar	Nil	101910(UCIL-015)	$0\text{-}90^0$
2	Torque Wrench	Britool, England	EVT-3000A	B176818 (UCIL-053)	50 - 250lb.ft.
3	DigitalTachometer	Lutron	DT2234A	NWP/MM/03 (Sl. no.: L416661)	5 -99,999 rpm
4	Digital Tachometer	Lutron	DT-2236	01(M)2623/22-23	5 -99,999 rpm
4	Non contactThermometer	Raytek	Raynger ST (Pt. no.: RAYST30XXUS)	UCIL - 048 (Sl. no.:2266640201-0003)	$-32^0\text{-}535^0C$
5	Sound Level Meter	Mextech	Sl-4012	N935299	
6	Vibration Meter	Lutron	PVB-820	S.004449	
II.MechanicalTools(AutoSection)					
1	Torque wrench	Britool, England	EVT-3000A	UCILNWPAUTO (UCIL-044)	50 -250lb.ft.
2	Torque wrench	Britool, England	EVT-600A	UCNA(UCIL-033)	10 -50lb.ft.
3	Feelergauge	Atul	A -90	UCIL -043	0.05mm.-0.80mm.
4	Feelergauge	Atul	A -90	UCIL -043	0.05mm.-0.80mm.
III.Mechanical Tools (Workshop)					
1	Combination set, consisting of	Mitutoyo,Mexico	Nil	180-907 (CMST2-12 -C)	
(i)	ProtractorHead	Mitutoyo, Mexico	Nil	180 -301	$0\text{-}180^0$
(ii)	SquareHead	Mitutoyo, Mexico	Nil	180 -102	$0\text{-}30^0$
(iii)	Center head	Mitutoyo,	Nil	180 -202(UCIL-	Nil

		Mexico		007)	
(iv)	Blade	Mitutoyo, Mexico	Nil	180 -503	0-300mm.
2	Precisionlevel	NigataRikensokuhan Co Ltd.,Japan(RSK)	Nil	95175 (UCIL-006)	0.02mm./1 m
3	ExternalMicrometeralongwith 12 accessories	Mitutoyo,Japan	Nil	104-135(8176588) (UCIL-005)	0-150mm.
4	Steelrule	IEC-Nika	Nil	UCIL-002	0-300mm.
5	Vernieralipers	Mitutoyo, Japan	Nil	UCIL-052	0-300mm.
IV Fuel efficiency monitor (FEM)Repair and Calibration					
1	Fuel efficiency monitor (PA960)	ENDEE	NIL	Gas sensor	No,Co No2,So2, Co2

(10) STATUTORY EXAMINATION, TESTING AND CALIBRATION of pressure vessel, lifting machines and lifting tools & tackles as per DGMS rules & regulation and Sub clause-III of Sub Sec-I U/S -29 of factory Act for the listed items.

Listofitemsforthetestingandcalibrationfromauthorizedsourceonly.

Sl. No.	Itemdescription	Qty(nos.)
(I).	**Liftingmachines**	
(A)	E.O.T cranes	
1	10 MT S.W. L	03
2	7.5 MT S.W.L	03
(B)	Mobile cranes	
1	08 MT S.W.L	01
(C)	Monorailhoists	
1	10 MT S.W.L	04
2	05 MT S.W.L	06
3	03 MT S.W.L	02
4	02 MT S.W.L	03
5	05 MT S.W.L	01
(III).	**Lifting tools & tackles**	
(A)	Chain pulley blocks	
1	10 MTS.W.L	03
2	05 MTS.W.L	11
3	03 MTS.W.L	08

4	02 MTS.W.L	02
5	0.5 MTS.W.L	02
(B)	Dshackles	
1	10 MTS.W.L	05
2	6.5 MTS.W.L	13
3	3.25MTS.W.L	07
(C)	Steelwirerope slings	
1	25mmdia	20
2	20mmdia	16
3	16mmdia	09
4	12mmdia	12

Work may be carried out in U/G as well as surface for all 3 shifts including Sundays.

[13.] Performa for Schedule of items and Quantities

Sl no	Description of job	Qty (nos)
01	Removal and fitting of wheel assemblies in underground mining equipment- Both at surface garage and inside at underground	1300
02	Dismantling of tyres/tubes from wheel assembly and refitting after repairing	1300
03	Washing, cleaning & greasing of underground mining equipment	2200
04	Painting of vehicles/equipments (Including surface vehicle)	30
05	Dismantling, repair & refitting of equipment operator's seats	140
06	Unforeseen miscellaneous mechanical maintenance jobs not covered above	3620 days
07	Floor cleaning of u/g diesel equipment maintenance work shop(unskilled manpower)	1280
08	Repairing and calibration of fuel injection pump & injector of Bosch/ Mico/Cummins /Detroit Diesel/ Mercedesmakefrom their respective authorized dealer Mercedes only.	FIP Pump -10 nos Injectors -112 nos
09	Calibration of listed mechanical tools from the genuine and authorized sources of NABL(National accreditation board for testing & calibration laboratories) and valid authorization certificate for the party with submission of bill	List of measuring instruments attached herewith
10	Statutory examination testing and calibration of pressure vessel, lifting machines and lifting tools & tackles as per DGMS rules & regulation and sub clause –III of sub sec-IU/S- 29 of factory act for the listed items	List of items and quantity attached herewith.

[14.] DETAILS OF CREDENTIALS / INFORAMATION SHEET ABOUT THE TENDERER / CONTRACTOR

1. Name of the Firm/ Company of the tenderer :

2. Registered Office and address of the firm with Telephone and Fax No. if any, for communication : _____

3. Name, designation, Address of the person authorized to deal with this tender/work : _____

4. Nature of the registration of the firm : Limited Co./Private Ltd./Partnership Co./ Proprietor

5. Registration No. with date : _____ and Registering Authority _____

6.

Name of Owner/Partners	Occupation	Address

7. Details of the past experience of the firm for similar works of N.I.T.

Name & Address of the client	Name of the work & Contract Work Order No.	Value(in Rs.)	Completion time	
			Scheduled	Actual Completed

9. Provident Fund Code/Number :

10. Other relevant Regn. no., if any :

Signature of Authorized Representative of Tenderer with their seal

Annexure-II

[Form-B]
(See Rules 48(3), 51,77 and 77,A(2)]

(1) Serial No.
(2) Name and surname of the employee
(3) Father's or Husband's name
(4) Age & sex.
(5) No. and dates of the certificate , if any , held under the Mines Vocational Training Rules, 1966
(6) (a) Designation of the employee.
(b) Nature of the employment (whether above or below and if above ground whether in opencast working or otherwise.)
(c) Whether employment is permanent or temporary or casual.
(7) Home Address of the employee, giving Village, Thana, Post Office and District.
(8) Date of commencement of employment.
(9) Date of first appointment with the present owner.
10 Date of termination or leaving of employment.
11 In case of an adolescent, reference to certificate of fitness granted under section 40.
12 Mark of identification on the body.
13 Name and address, relationship of person to be informed in case of accident/emergency.
14 Token number and other particulars by which the employee may be identified.
15 Passport size photograph of the person employed.
16 Signature or Thumb impression of the employee.
17 Remarks.

[Signature of Manager]

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1. Omitted by GSR 316 dated 26.04.1986
2. Renumbered , ibid
3. Substituted by GSR 656 dated 5.6.1980

FORM XIV

(See rule 76)
EMPLOYMENT CARD

Name and address of Contractor.....

Name and address of Establishment in/under which contract is carried on_____

Nature of work and location of work

Name and address of Principal Employer
_____

1. Name of the workman .....
2. S. No. in the register of workmen employed .....
3. Nature of employment /Designation .....
4. Wage rate (With particulars of unit in case of piece work,)
5. Wage period .....
6. Tenure of employment .....
7. Remarks .....

Signature of Contractor

The Contract Labour (Regulation and Abolition) Central Rules, 1971

FORM XXIV

[See rule 82 (1)]

RETURN TO BE SENT BY THE CONTRACTOR TO THE LICENSING OFFICER

Half year ending.....

1. Name and address of Contractor
2. Name and address of Establishment
3. Name and address of Principal Employer
4. Duration of contract: From .....to.....
5. No. of days during the half year on which....
   (a) the establishment of the principal emp-loyer had worked
   (b) the contractors' establishment had wor-ked----------
6. Maximum number of contract labour employed on any day during the half year: Men Women Children Total
7. (i) Daily hours of work and spread over.....
   (ii) (a) Whether weekly holidays observed and on what day----
   (b) If so, whether it was paid for.....
   (iii) Number of man hours of overtime worked.....
8. Number of mandays worked by____ Men Women Children Total
9. Amount of wages paid Men Women Children Total
10. Amount of deductions from wages, if any:-
    Men Women Children Total
11. Whether the following have been provided-----
    (i) Canteen
    (ii) Rest Rooms
    (iii) Drinking Water
    (iv) Crèches (v) First Aid
    (If the answer is 'yes' state briefly standards provided)

Signature of contractor

Place.....
Date.....

FORM XXIII

[See rule 78(1) (a) (iii)]

REGISTER OVERTIME

Name and address of Contractor..... Name and address of Establishment in /under which contract is carried on.....

Nature and location of work..... Name and address of Principal Employer.....

Sl. No.	Name of the workman	Father's/ Husband's name	Sex	Designation / nature of employment	Dates on which overtime	Total over time worked or production in case of piece-rated
1	2	3	4	5	6	7

Normal rates of wages	Overtime rate of wages	Overtime earning	Date on which overtime wages paid	Remarks
8	9	10	11	12

1. Subs, by G.S.R. 948 , dated 12th July ,1978

The Contract Labour (Regulation and Abolition) Central Rules, 1971

FORM XXII
[See rule 78(1) (a) (ii)]
REGISTER OF ADVANCES

Name and address of Contractor..... Name and address of Establishment in/under which contract is carried on .....

Nature and location of work..... Name and address of Principal Employer.....

Sl. No.	Name	Father's Husband's name	Nature of employment/ designation	Wages period and wages payable	Date of amount of advance given	Purpose(s) for which advance made
1	2	3	4	5	6	7

No. of installments by which advance to be repaid	Date and amount of each installment repaid	Date which last installment was repaid	Remarks
8	9	10	11

1. Subs, by G.S.R. 948 , dated 12th July ,1978

FORM XXI

[See rule 78(1) (a) (ii)]

REGISTER OF FINES

Name and address of Contractor..... Name and address of Establishment in/under which contract is carried on .....

Nature and location of work..... Name and address of Principal Employer.....

Sl. No.	**Name of workman**	**Father's/Husband's name**	**Designation/ nature of employment**	**Act/Omiss-ion for which fine imposed**	**Date of offence**	**Whether workman showed cause again fine**
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation was heard	**Wages period & wages payable**	**Amount of fine imposed**	**Date on which fine realized**	**Remarks**
8	9	10	11	12

1. Subs, by G.S.R. 948 , dated 12th July ,1978

The Contract Labour (Regulation and Abolition) Central Rules, 1971

FORM XX

[See rule 78(1) (a) (ii)]

REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

Name and address of Contractor..... Name and address of Establishment in/under which contract is carried on .....

Nature and location of work..... Name and address of Principal Employer.....

Sl. No.	Name of the workman	Father's/Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause again deduction
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery First intal-	Last intal-mentsments	Remarks
8	9	10	11	12	13

1. Subs, by G.S.R. 948 , dated 12th July ,1978

FORM XIX

[See rule 78(1) (b)]

WAGE SLIP

Name and address of Contractor..... Name and Father's / Husband's name of the workman .....

Name and location of work..... For the Week/Fortnight/ Month ending.....

1. No. of days worked .....
2. No. of units worked in case of piece rate workers .....
3. Rate of daily wages/piece rate .....
4. Amount of overtime wages .....
5. Gross wages payable .....
6. Deductions, if any .....
7. Net amount of wages paid .....

Initials of the Contractor or his representative

---

1. Subs, by G.S.R. 948 , dated 12th July ,1978

The contract Labour (Regulation and Abolition) Central Rules, 1971

[See rule 78(1) (a) (i)]

FORM OF REGISTER OF WAGES –CUM-MUSTER ROLL

Name and address of Contractor.....Name and address of Establishment in/under which contract is carried on .....

Name and address of Principal Employer.....

Wage period: Weekly /fortnightly

Nature and location of work.....From..... To.....

Sl. No.	Serial No. In register of workman	Name of employee	Designation/ nature of employment	Daily atten-dance	Total Atten-dance	Daily rate of wages / piece rate ances
1	2	3	4	5	6	7

Basic Wages	Dearness Allow- (Nature	Amount of wages earned			Dedu-ctions, If any, indicate man		Net Amount Paid of Work-tative	Sign./ Thumb impre-ssion	Ini- Of cont-ractor or his
Payment to be in-dicated		Over-time	other cash Payment	Total nature)					
8	9	10	11	12	13			14	
15	16								

1. Subs, by G.S.R. 948 , dated 12th July ,1978

FORM XVII

[See rule 78(1) (a) (i)]

REGISTER OF WAGES

Name and address of contractor..... Name and address of Establishment in/under which contract is carried on .....

Nature and location of work..... Name and address of Principal Employer.....

Wage period: Monthly

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/ nature of work done	No. of days worked	Units of work done	Daily Rate of wage/piece rate ances
1	2	3	4	5	6	7

Basic Wages	Dearness Allow- (Nature	Amount of wages earned Over- Time	other cash	Total Payment nature)	Dedu- ctions, If any, indicate man	Net Amount Paid of Work- tative	Sign./ Thumb impre- ssion	Ini- Of cont- ractor or his
Payment to be in dictated								
8	9	10	11	12	13	14	15	16

1. Subs, by G.S.R. 948, dated 12th July ,1978

[15]. The Contract Labour (Regulation and Abolition) Central Rules, 1971

FORM XVI
[See rule 78(1) (a) (i)]
MUSTERROLL

Name and address of contractor..... Name and address of Establishment in/under which contract is carried on .....

Nature and location of work..... Name and address of Principal Employer.....

For the month of.....

Sl. No.	Name of workman	Father's Husband's name	Sex	Dates 1 2 3 4 5	remarks
1	2	3	4	5	6

1. Subs, by G.S.R 948 , dated 12th July ,1978

The Contract Labour (Regulation and Abolition) Central Rules, 1971

FORM XIII
[See rule 75]
REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor.....

Nature and location of work.....

Name and address of establishment in/under which contract is carried on .....

.....

Name and address of Principal
Employer.....

Sl. No.	Name and surname of workman	Age and sex	Father's Husband's name	Nature of Employment designation	Permanent House Address of workman (Village & Tehsil/Taluk andDistt.)
1	2	3	4	5	6

Local address	Date of commencement of employment	Signature or Thumb impression of workman	Date of termination of employment	Reasons For termination	Remarks
7	8	9	10	11	12

Ins by G.S.R. 1147 dated 23rd August, 1979 (w.e.f 8-9-1979)

FORM C

[See rule 4(c)]

Bonus paid to employees for the accounting year ending on the.....

Name of the establishment.....

No. of working days in the year.....

S. No.	Name of the Employee	Father's name	Whether he has completed 15 Years of age at the beginning of accounting year	Designation	No. of days worked in the year	Total salary or wage in respect of the accounting year	Amount of bonus payable under section 10 or section 11 as the case May be
1	2	3	4	5	6	7	8

Deduction

Puja bonus or other customary bonus during the accounting year	Interim Bonus or bonus paid advance	[Amount of Income-tax deducted]	Deduction on Account of Financial Loss, if any caused by misconduct of the employee	[Total sum deducted under Columns,9 10,10 A and 11]	Net amount payable (column 8 minus Column 12)	Amount actually paid	Date on which paid	Signature/ Thumb Impression of the employee
9	10	(10 A)	11	12	13	14	15	16

[2]**Ins by G.S.R 1147 dated 23rd August, 1979 (w.e.f 8-9-1979)**

Checklist

A. When contractor employed 20 or more workmen

1. 1st Bill

Monthly	Fortnight/Weekly
1. Work Order Copy	1. Work Order Copy
2. Insurance copy-Minimum same number of persons as mention in the work order	2. Insurance copy-Minimum same number of persons as mention in the work order
3. Form B-register (when contractor working outside the Mines premises)	3. Form B- register (when contractor working outside the Mines premises)
4. Copy of PF challan	4. Copy of PF challan
5. Copy of Labour License	5. Copy of Labour License
6. Copy of Form VI A- Commencement of work issued by contractor	6. Copy of Form VI A- Commencement of work issued by contractor
7. Form XIII (Register of workmen employed by contractor)	7. Form XIII (Register of workmen employed by contractor)
8. Form XIV(Employment Card)	8. Form XIV (Employment Card)
9. Copy of Form XVI (Muster roll)	9. Copy of wage -cum-muster roll **(Form XVIII)** certified by concerned officer In-Charge
10. Copy of wage register **(Form XVII)** certified by concerned officer In-Charge	10. Form XIX (Wage Slip)
11. Form XIX (Wage Slip)	11. Form XX (Deduction for damage or loss)
12. Form XX (Deduction for damage or loss)	12. Form XXI (Register of Fines)
13. Form XXI (Register of Fines)	13. Form XXII (Register of Advance)
14. Form XXII (Register of Advance)	14. Form XXIII (Register of Overtime)
15. Form XXIII (Register of Overtime)	15. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any
16. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any.	

2. Subsequent Bill

Monthly	Fortnight/Weekly
1. Copy of PF challan	1. Copy of PF challan
2. Form XIV (Employment Card)	2. Form XIV (Employment Card)
3. Form XVI (Muster roll)	3. Copy of wage-cum-Muster roll **(Form XVIII)** certify by concerned officer In-Charge
4. Copy of wage register **(Form XVII)** certify by concerned officer In- charge	4. Form XIX (Wage Slip)
5. Form XIX (Wage Slip)	5. Form XX (Deduction for damage or loss)
6. Form XX (Deduction for damage or loss)	6. Form XXI (Register of Fines)
7. Form XXI (Register of Fines)	7. Form XXII (Register of Advance)
8. Form XXII (Register of Advance)	8. Form XXIII (Register of Overtime)
9. Form XXIII (Register of Overtime)	9. Form XXIV (Return to be sent by contractor to Licensing Officer) if any.
10. Copy of Form XXIV (Return to be sent by contractor to Licensing Officer) if any	10. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any
11. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any.	

3.

3.Final Bill

Monthly	Fortnight/Weekly
1. Copy of PF challan	1. Copy of PF challan
2. Retrenchment benefit shown in Form XVII	2. Retrenchment benefit shown in Form XVII
3. Copy of Store clearance	3. Copy of Store clearance
4. Copy of No demand certificate	4. Copy of No demand certificate
5. Copy of Completion certificate	5. Copy of Completion certificate
6. Copy of Bonus Payment details **(in Form – C)**	6. Copy of Bonus payment detail **(in Form – C)**
7. Copy of Form VI A, Completion of work issued by contractor	7. Copy of Form VI A- Completion of work issued by contractor
8. Form XIV (Employment Card)	8. Form XIV (Employment Card)
9. Copy of Form XVI (Muster roll)	9. Copy of wage-cum-muster roll **(Form XVIII)** certify by concern officer-in-charge
10. Copy of wage register **(Form XVII)** certify by concern officer-in- charge	10. Form XIV (Wage Slip)
11. Form XIV (Wage Slip)	11. Form XX (Deduction for damage or loss)
12. Form XX (Deduction for damage or loss)	12. Form XXI (Register of Fines)
13. Form XXI (Register of Fines)	13. Form XXII(Register of Advance)
14. Form XXII(Register of Advance)	14. Form XXIII(Register of Overtime)
15. Form XXIII(Register of Overtime)	15. Form XXIV (Return to be sent by contractor to Licensing Officer)
16. Copy of Form XXIV (Return to be sent by contractor to Licensing Officer)	16. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any
17. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any	17. Original Register of Form B (When contractor worked outside the Mines Premises), Form XIII, Form XVI & Form XVII to be submitted at Personnel Office.
18. Original Register of Form B(When contractor worked outside the Mines Premises), Form XIII, Form XVI & Form XVII to be submitted at Personnel Office.	

Checklist

B. When Contractor employed less than 20 workmen

1. 1st Bill

Monthly	Fortnight/Weekly
1. Work Order Copy	1. Work Order Copy
2. Insurance copy-Minimum same number of persons as mention in the work order	2. Insurance copy-Minimum same number of persons as mention in the work order
3. Form B-register(When contractor worked outside the mines premises)	3. Form B- register(When contractor worked outside the mines premises)
4. Copy of PF challan	4. Copy of PF challan
5. Form XIII (Register of Workmen employed by contractor)	5. Form XIII (Register of Workmen employed by contractor)
6. Form XIV (Employment Card)	6. Form XIV (Employment Card)
7. Copy of Form XVI (Muster roll)	7. Copy of wage -cum-muster roll **(Form XVIII)** certify by concern officer In-Charge
8. Copy of wage register **(Form XVII)** certify by concern officer In-Charge	8. Form XIX (Wage Slip)
9. Form XIX (Wage Slip)	9. Form XX (Deduction for damage or loss)
10. Form XX (Deduction for damage or loss)	10. Form XXI (Register of Fines)
11. Form XXI (Register of Fines)	11. Form XXII (Register of Advance)
12. Form XXII (Register of Advance)	12. Form XXIII (Register of Overtime)
13. Form XXIII (Register of Overtime)	13. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any.
14. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any	

2. Subsequent Bill

Monthly	Fortnight/Weekly
1. Copy of PF challan	1. Copy of PF challan
2. Form XIV (Employment Card)	2. Form XIV (Employment Card)
3. Copy of Form XVI (Muster roll)	3. Copy of wage-cum-muster roll **(Form XVIII)** certify by concerned officer In- charge
4. Copy of wage register **(Form XVII)** certify by concerned officer In- charge	4. Form XIX (Wage Slip)
5. Form XIX (Wage Slip)	5. Form XX (Deduction for damage or loss)
6. Form XX (Deduction for damage or loss)	6. Form XXI (Register of Fines)
7. Form XXI (Register of Fines)	7. Form XXII(Register of Advance)
8. Form XXII(Register of Advance)	8. Form XXIII(Register of Overtime)
9. Form XXIII(Register of Overtime)	9. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any
10. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any.	

3.Final Bill

Monthly	Fortnight/Weekly
1. Copy of PF challan	1. Copy of PF challan
2. Retrenchment benefit shown in Form XVII	2. Retrenchment benefit shown in Form XVII
3. Copy of Store clearance	3. Copy of Store clearance
4. Copy of No demand certificate	4. Copy of No demand certificate
5. Copy of Completion certificate	5. Copy of Completion certificate
6. Copy of Bonus Payment details **(in Form – C)**	6. Copy of Bonus payment detail **(Form – C)**
7. Form XIV (Employment Card)	7. Form XIV (Employment Card)
8. Copy of Form XVI (Muster roll)	8. Copy of wage –cum-muster roll (Form XVIII) certify by concern officer-in-charge
9. Copy of wage register **(Form XVII)** certify by concern officer-in- charge	9. Form XIX (Wage Slip)
10. Form XIX (Wage Slip)	10. Form XX (Deduction for damage or loss)
11. Form XX (Deduction for damage or loss)	11. Form XXI (Register of Fines)
12. Form XXI (Register of Fines)	12. Form XXII(Register of Advance)
13. Form XXII(Register of Advance)	13. Form XXIII(Register of Overtime)
14. Form XXIII(Register of Overtime)	14. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any
15. Paid holiday (Makar-Sankranti, Republic Day, Holi, Dr. B.R. AmbedkarJayanti, Independence Day, Vishwakarma Puja, Gandhi Jayanti and Dussehra) if any	15. Original Register of Form B(When contractor worked outside the Mine Premises), Form XIII & Form XVIII to be submitted at Personnel Office.
16. Original Register of Form B(When contractor worked outside the Mine Premises), Form XIII, Form XVI & Form XVII to be submitted at Personnel Office.	