

TENDER DOCUMENT

OF

**“HIRING OF POCLAIN MOUNTED ROCK BREAKER MACHINE
FOR BOULDER BREAKING AT TURAMDIH MINES AS AND WHEN
REQUIRED BASIS”.**

N. I. T No. TMD/MIN – 662

URANIUM CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
TURAMDIIH MINES, EAST SINGHBHUM
JHARKHAND – 832 107

N. I. T. No. TMD/MIN – 662

ITEM RATE TENDER

FOR

**“HIRING OF POCLAIN MOUNTED ROCK BREAKER MACHINE
FOR BOULDER BREAKING AT TURAMDIIH MINES AS AND WHEN
REQUIRED BASIS”.**

1. Tenders (Technical & Price Parts) to be deposited in the office of Dy. Manager (Pers.), Turamdih by 15.00 hours on **02/05/2014**.
2. Tenders (**Price Part**) shall be opened in presence of Tenderers who may like to Present at 15.30 hrs. on **02/05/2014** Turamdih.
3. Details of Instruments submitted towards cost of Tender document (To be filled by Tenderers)

a) D.D. Number with Date -----

b) Amount -----

c) Submitted by (Name and Address with seal of Tenderers) -----

Note: Conditional tender will be summarily rejected.

URANIUM CORPORATION OF INDIA LIMITED
(A Govt. Of India Enterprise)
TURAMDHI MINES, EAST SINGHBHUM
JHARKHAND – 832 107

Phone No.: 0657-2318001

No. UCIL/TMD/CIV-MIN/14

Dated 21/04/14

Sealed item rate **limited** tenders are invited (Schedule of quantities in triplicate) from experienced, reliable, resourceful and reputed *contractors of similar nature of works* on the approved list of CPWD/MES/Railway/Public Sector Undertakings/large private sector for the following work:

N. I. T. No.: TMD/MIN – 662

1	Name of work	:	Hiring of Poclain mounted rock breaker machine for boulder breaking at Turamdih Mines as & when required basis
2	Duration of Contract	:	02 (Two) Months
3	Cost of Tender Document	:	Rs 500/-
4	Earnest Money Deposit	:	Rs 15, 920/-
5	Estimated value	:	7, 96,000/-
6	Last date for submission of Tender	:	02/05/14 up to 3.00 P.M
7	Date of opening of Tenders (Price Part)	:	02/05/14 at 3.30 P.M

If the office of UCIL , Turamdih happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue

Full details terms, conditions and specifications of works as well as detail conditions of tendering shall be available in the tender Document for above NIT document, which can be downloaded from our web site “www.ucil.gov.in”. The cost of Tender document must be submitted along with the offer in form of Demand Draft on any Indian Schedule Commercial Bank in favor of “URANIUM CORPORATION OF INDIA LIMITED”. **Tenders received without E. M. D., Service Tax Code No. and PAN will be summarily rejected.**

Seal Tenders containing separate envelopes for EMD, cost of tender document, Technical part & price part will be received in tender Box kept at the Office of Dy. Manager (Personnel), Turamdih up to 3.00PM on **02/05/2014** and will be opened on same day at 3.30 PM at Turamdih by Chairman & Managing Director or his representative (S) in presence of tenderers who may like to be present. Telex, Telegraphic or E-Mail tenders will not be entertained

The Corporation reserves the right to accept or reject or cancel any or all tender (s) either in full or part thereof or to split up if necessary without assigning any reason whatsoever.

For CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED

URANIUM CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
TURAMDIH MINES, EAST SINGHBHUM
JHARKHAND – 832 107

N. I. T. No. TMD/MIN – 662

**HIRING OF POCLAIN MOUNTED ROCK BREAKER MACHINE
FOR BOULDER BREAKING AT TURAMDIH MINES AS AND
WHEN REQUIRED BASIS**

SPECIAL INSTRUCTIONS TO THE TENDERS

1. Tenderers are requested to submit downloaded tender document in original thereof all relevant information as desired in Tender document as part – 1 (Technical Part) in a separate seal envelope super scribing technical Part, NIT No., Name of work, Name of Tenderer and date of opening of tender as advertised/notified.
2. All the Three sets of tender document (Part-I, Technical Part) including relevant information as desired in tender document will be submitted in three separate sealed envelop and all the three sets of Part –II, Price Part (One set filled in original and two sets Xerox thereof) will be submitted in a single sealed envelop separately.
3. E.M.D. will be submitted in a separate sealed envelope.
4. **Instrument of Cost of Tender Document in draft payment will be submitted in separate sealed envelope.**
5. All the above sealed envelope shall be kept in separate main sealed envelope, which shall also be super scribed with N.I.T. No. with the details as mentioned above in serial number.
6. All the pages of tender document including price part should be duly signed along with seal of tenderers without which tenders are likely to be rejected.
7. This tender document contains **44(Forty four) pages**. Including schedule of quantity of Price Part & cover page In case of any of the document found missing or changing tender is likely to be rejected.

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(A Govt. of India Enterprise)
TURAMDIIH MINES
P. O – Sundernagar, Dist - E/ Singhbhum
JHARKHAND – 832 107

DETAILED NOTICE INVITING TENDER

Sealed item Rate Contract tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda for **“Hiring of poclain mounted rock breaker machine for boulder breaking at Turamdih Mines as & when required basis.”**

1. 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.
2. The works are required to be completed within 02 (Two) month from the Seven day after the date on which the engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Corporation in the Tender documents.
3. Normally Contractor whose names are borne on the approval list of Contractor of C. P. W. D / M. E. S or local reputed/experienced Contractors will be permitted to Tender. Not more than one Tender shall be submitted by a firm of Contractors against the same N. I. T.
4. Chairman & Managing Director, UCIL shall be the Accepting Officer hereinafter referred to as such for the purpose of this Contract.
5. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil as far as is practicable the form and nature of the site, the means of access to the site the accommodation they may require and general shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any miss understanding or otherwise shall be allowed.
6. 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 specifications of the work to be done and of considerations 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.
7. 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 rates in words only in such a way shall be considered for calculation of quoted value.

8. All rates shall be quoted on the Tender form.
9. In the case of item rate Tenders, only rates quoted shall be considered. Any Tender containing percentage below/above any scheduled rates quoted is liable to be rejected.
10. The Tender for the works shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the Tender of the contractor tendering as well as of those witnessing the tender liable to be rejection.
11. Tender (Technical Parts + Price Parts) shall be received in Tender box at the office of Dy. Manager (Pers.), Turamdih upto 3.00 P.M. on or before **02/05/2014** and Price part shall be opened at 3.30 P.M. on the same day i.e. **02/05/2014** in the presence of Tenderers who may be present.
12. The Tender shall be accompanied by Earnest Money as stipulated in N.I.T. and in the mode of payment as contained in Para (9) of General conditions of Contract. Even working Contractor shall not be exempted from payment of Earnest Money Deposit.
13. On acceptance of tender, Earnest Money will be treated as part of the security deposit. Failure of the successful tenderers to carry out the tender work shall entail forfeiture of the earnest money and security deposit entirely.
14. Uranium Corporation of India Limited, Turamdih will return the Earnest Money without any interest, to unsuccessful Tenderers on production by the Tenderer of a certificate of Engineer-in-charge.
15. The Tenderer shall submit the Tender which satisfied each and every condition laid down in this notice, failing which the Tender will be liable to be rejected.
16. The Corporation does not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
17. 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 quoted rates.
18. Sales Tax/Service Tax or any other taxes on materials in respect of this contract shall be payable by the Contractor and the Corporation will not entertain any claim whatsoever in this respect.
19. This notice of Tender shall form a part of the Contract documents.
20. Conditional tender, without cost of tender & E.M.D. amount tender shall be cancelled without any prejudice.

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 thereof 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 authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority mentioned in Schedule - F.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, 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) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorised 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

4. 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.

- 4.1 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.
- 4.2 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.

5. 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 recognised principles.

6. **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.

7. **Sufficiency of Tender:**

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, 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.

8. **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.

8.1 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.

8.2 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.

8.3 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.

9. **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 upto 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 Nationalised bank of 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 nationalised 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 it's 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 realised/retained by the Corporation.

- (b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by 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.

10. **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.

- 10.1 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.

- 10.b.1 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 can not be determined in the manner specified in sub-para (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 can not 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.

11. **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.

12. **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 of 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.

- 13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of 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.

- 13.2 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 Contract 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.
- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
14. 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.
- 14.1 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.
- 14.2 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.
- 14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage(fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.

- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation 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.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorised agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.
- 15.0 **MATERIALS:**
- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the 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.
- 15(a)2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, 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.
- 15(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.
- 15(a)4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any 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.

15(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.

15(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.

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

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

15(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.

15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give 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.

15(b) 3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.

15(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.

15(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.

15(b)6. If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)7. Delay in obtaining materials by the Corporation:

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

15(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.

15(c)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured 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.

15(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 Corporation all surplus materials originally supplied to him as per stipulation in the Contracts.

16. LABOUR

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.

16.1 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.

16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.

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

16.3A The Contractor shall comply with the provisions of EPF & MP Act 1952 and rules made under the said Act for the purpose of provident fund to their contract labourers

16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any

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

- 16.4(a) The Contractor shall be liable to pay his contribution 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.
- 16.5 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 non-fulfillment of the conditions of the Contract for the benefit of workers, non payment 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.
- 16.6 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid 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.

16.7.1 Model Rules for Labour Welfare:

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

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default 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.

17. 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.

- 17.1 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.

18. **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.

19. **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.

20. **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.

21. **MATERIALS OBTAINED FROM EXCAVATION:**

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

22. **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.

23. **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.
24. **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.
25. **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.
26. **INSPECTION AND APPROVAL:**
All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorised 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.
- 26.2 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.
27. **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.
- 27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the 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.

- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge there after to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 27.3 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.
28. **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.
29. **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-instate 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.
30. **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 authorised holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.
- 31.1 **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 item 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 labelled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the

Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised 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 realised on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

- 31.2 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 this conditions referred to as the relevant part) then notwithstanding any thing expressed or implied elsewhere in this Contract.
- 31.2 (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.

32. **COMPENSATION FOR DELAY**

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

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

For this purpose the term 'Contract Value' shall be the value at Contract rates of the work as ordered.

(a)	Completion Period (as originally stipulated) not exceeding 6 months	@ 1% per week
(b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years	@ 0.5% per week
(c)	Completion Period (as originally stipulated) exceeding 2 years.	@ 0.25% per week

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

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

(a)	Completion Period (as originally stipulated) not exceeding 6 months	@ 10 percent
(b)	Completion Period (as originally stipulated) exceeding 6 months and not exceeding 2 years	@ 7.5 percent
(c)	Completion period (as originally stipulated) exceeding 2 years	@ 5 percent

33. **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.

34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage 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.

- 34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk 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 instalments 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 utilised 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.

- 34.2 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.

- 34.3 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.

- 34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out

of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, 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.

- 34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any 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.
- 34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8 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.
- 34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or 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.
35. **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.
36. **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 making

any variation from the Contract, drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

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

37. **SUB CONTRACTS**

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

38. **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.

- 38.1 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of 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.

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

- 38.3 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 authorised representative shall confirm receipt of such instruction by the Contractor, he shall be furnished a certified true copy of such instructions.

39. **FOR 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.

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

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

- (b) 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 deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.
- (d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, which ever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

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

40. **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.

41. **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 inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
 - e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
 - f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafied methods of competitive tendering or
 - g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
 - h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
 - i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
 - j) Assigns, transfers, sublets(engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.
The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.
- 41.1 The Accepting authority shall on such cancellation have power to
- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
 - (b) Carryout the incomplete work by any means at the risk and cost of the Contractor.
- 41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the

works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor upto the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

- 41.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

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

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

42. LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:

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 notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

- 42.1 In case of repairs and maintenance works, splashes and 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.

43. **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.

44. **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.

45. **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.

46. **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.

- 46.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.
- 46.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the Contractor or his authorised representative.
- 46.3 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 Contractor fails to attend or send an authorised 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.
- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5 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.

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

47. **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.

48. **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.

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

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

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

49. **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 the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

a) Contract amount not exceeding Rs. 5 Lakhs Four months

b) Contract amount exceeding Rs. 5 Lakhs Six months

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

51. **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 security deposits or he shall pay the claim on demand.

- 51.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further 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.
- 51.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor 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.
- 51.3 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.
- 51.4 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

52.1 **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 terms

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.

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.

52.2 **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.

52.3 **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.

53. **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).

* * * * *

SCHEDULE – B

MATERIALS FOR ISSUE TO THE CONTRACTOR

Sl. No.	Particulars	Rate at which material issue Will be issued	Place of
		----- Unit Rate (Rs.)	
----- NIL -----			

Signature of
Issuing Officer -----

Signature of
Issuing Officer -----

Date -----

Date -----

SCHEDULE – C

TOOLS AND PLANT OF UCIL TO BE HIRED TO THE CONTRACTOR

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

SCHEDULE - D

Sl. No.	Category of Labour	Wages per day	Remarks
1.	Un-Skilled Labour	Minimum wages to be paid fixed by Asst. Labour Commissioner(C), Chaibasa from time to time	

SCHEDULE - F

REFERENCE TO GENERAL CONDITIONS OF THE CONTRACT

Clause
No.

3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to overheads and profit	Ten Percent
9.	Security Deposit	Ten percent of the contract sum including earnest Money.
12.	Date of commencement	7 (Seven) Days from the date on which written order issued to commence the work
12.	Date of completion	02 (Two) months from the date of commencement
32.1	Agreed liquidated damage	Upto a maximum of 10 percent of the contract as per clause 32.1
33.	Defect Liability Period	Nil
48.	On Account payment	Monthly bill
9(d)	Refund of security deposit	50% of total security deposit will be released after completion of the work and balance 50% after completion of defect liability period as directed
34.	Insurance	
52.1	Authority for appointing arbitrator.	Chairman & Managing Director, UCIL

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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 provisions already included in the Safety requirements recommended by the V. T. Centre, Narwapahar/Turamdih for a specific contract.

2.0 In the event that the contractor fails to comply with these provisions, the Engineer-in-charge may, without prejudice to any other legal or 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.

3.0 Contractor shall have a full time Safety officer/Engineer when the contractor employs 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than a 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.

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

- 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/Turamdih through the 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 & location of incident being reported

Name of Supervisor/engineer-in-charge, Location and Telephone No where he can be 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 of 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/Turamdih 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.

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: The Tenderers are required to quote the rates against all items of the schedule of Quantities in words and figures clearly failure in this respect is liable to tenderer the tender incomplete.
2. The tenderer shall submit along with the tender a list of construction equipment and machinery in their possession and which they shall bring at site for these construction works.
3. If any clarifications regarding specifications, conditions of contract etc or schedule of quantities is required the same can be obtained by the Tenderer's from the Uranium Corporation of India Limited.
4. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on 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.
5. 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.
6. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown therein are approximate only, being given as an indication of the scope of the work to enable the Tenderer for the different portions of the work in accordance with his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work the actual quantities executed may be paid for at the rate stated for the particular item of work subject only to any adjustments that may be provided for in the General conditions. It is to be clearly understood that no work will be paid for under more than one item or than once under any item.
7. The 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.
 - ❖ Cash deposit Receipt/Demand Draft/D. A. C/T. D. R/F. D. R or properly executed Bank Guarantee in favour of Uranium Corporation of India Limited from State Bank of India, Jaduguda/Jamshedpur or from any nationalized bank of schedule banks.
 - ❖ Please refer to Clause – 9 of General conditions of contract.

The Earnest Money will be refunded to the unsuccessful Tenderers with a responsible 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).

8. **Security Deposit:** The amount of Security deposit including th the amount of Earnest Money 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 which is inclusive of the Earnest Money deposited by him prior to the submission of his tender, to make the Initial security deposit i.e. 5% (five percent) of the value of the works at the accepted rates, such sum shall be deposited by the contractor in any of the forms stipulated in clauses of the Tender.

In addition to the above, further amounts to the extent of 5 % of the cost of the work will be deduct3ed from the running monthly bills by way of percentage deduction. Such percentage deduction shall be at 10% of the running monthly bills till the full amount amount of security deposit is realized/retained by the Corporation.

9. If after the tender has been accepted, the tenderer fails to pay the security deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The tender shall be not 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.
10. The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.
11. 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, an complete he shall request corporation to have this done before he completes and delivers his tender.
12. 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 or work involved, and that he has sufficient capital and plant to enable him to execute the same successfully and to complete it in the time named in the contract. In compliance with this, the 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 Bankers 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 Tenderers as per enclosed format.
13. Each of the tender document is required to be signed by a person of persons submitting the tender in his/their hand writing in token of his/their having acquainted himself/themselves with the General conditions of contract, General specification, special conditions etc as laid down in the tender documents. Any tender with any of the documents not so signed will be liable to rejection.
14. 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 tender the tender invalid. No advice of any change in rate or conditions after the opening of the Tender will be entertained.
15. Item rates should be submitted in Triplicate preferably with two photo copies of carbon copies of the original.

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SPECIAL CONDITIONS

1. SITE INVESTIGATION:

The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, road conditions, traffic density and also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, including sub-soil water levels the character of equipment and facilities needed preliminary to and during the progress of the work and all other matters which can be of in any way affect the work the cost thereof under the contract.

2. STORES TO BE SUPPLIED: No material shall be issued from our Turamdih Store.

3. GOVERNMENT LABOUR ACT

The contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution of work. All necessary arrangements for Labour's Security Insurances will have to be made by the contractor at his own cost.

4. CONTRACT LABOUR ACT

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

5. TAXES

The quoted rate should be inclusive of all taxes and duties including service Tax is applicable.

6. The Rock breaker machine shall be in good working condition with good seat, chain, breaking nozzle etc. The supplied machine shall have the capacity of 200. UCIL has the right to inspect the vehicles in details.

7. **SECURITY DEPOSIT:** Total amount of security Deposit will be 10% of total value of work (inclusive of E. M. D). You have to deposit 5% of total Security Deposit including EMD towards initial security deposit before commencement of this work. In addition to the above further amount to the extent of 5% of value of work will be deducted from your bills.

8. The Poclain mounted rock breaker shall be registered as a commercial vehicle.

9. The Poclain with rock breaker shall be supplied along with competent operator with necessary valid license, permits for the contract period.

10. All the documents connected with the equipment, driver's license, and road permit etc shall always be available in the vehicle.
11. All the maintenance and related expenses will be borne by contractor like engine oil, Diesel, lubricant, air & lube filter etc.
12. Hire charge for hourly basis will be paid for operating the Rock breaker.
13. The operator will have to regularly get the logbook containing the details of running hours countersigned by the Engineer representatives / Engineer-in-charge.
14. UCIL reserves the right to inspect the Poclain with rock breaker in detail and if the condition of the equipment is not found satisfactory, then the Corporation reserves the right to reject the equipment without assigning any reason.
15. Payment would be released by Jamshedpur/Jaduguda cheque.
16. One R. A & final bill will be paid for this work.
17. Operator must be well behaved and in case of any complaint he shall be suitably substituted by you within one week. Accommodation of the operator is the contractor responsibility.
18. Taxes & insurances: Payment of taxes & insurance of the equipment and operator is the responsibility of the contractor.
19. Identity card/gate pass would be issued to the operator of the rock breaker for entry into the UCIL premises.
20. The contractor will have to comply with the provisions of contract labour act (Regulation & Abolition) 1970, EPF & MP Act 152 & Central Rules frame their under and minimum Wages Act 1948.
21. In case of unavailability of the Rock breaker machine for more than 08 hours for any reason UCIL reserves the right to engage equipment from any other source at risk & cost of the contractor.
22. The contractor will have to extend the services of equipment for 10 hours.
23. There will be no defect liability period of this work
24. In case of stoppage of work by local people/Bandh or any other reasons no idle charges will be paid by corporation towards Labour, plant and Machinery etc. to the contractor for this work
25. In case payment of labourers engaged for this work, has not been made on stipulated payment day, Corporation shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Contractor.

26. The price quoted by tenderer should be firm and no escalation on any account what-so ever will be entertained /paid by the Corporation.
27. All the rates quoted by Tender shall be inclusive of cost of all materials, labour, tools, tackles, plant and machinery necessary to complete the work at no extra cost to corporation for any item.
28. **CONTRACTOR'S SUPERINTENDENCE**
The contractor shall employ one or more competent and qualified technical persons and supervisors whose names shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/Engineer's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.
29. All the labour rules shall be followed strictly as per contract labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under Contractor Labour Act should be maintained by the contractor and to be furnished to the corporation before commencement of the work. In case of non-submission of above registers/forms to the corporation regularly, contractor will not be allowed to continue to do the work.
30. Safety precautions shall be maintained by the contractor during the execution of work. to the workmen by contractor at their own cost.
31. Quantity of an individual item may vary to any extent and be excluded altogether. Contractor will carryout all works up-to a total variation of + 10% (Ten) on the contract price and all quoted rates shall remain firm within this limit.
32. The 'Engineer' wherever appears in the contract shall mean 'Engineer-in-charge' of the work.
33. **Scope of Work:** Poclain mounted rock breaker machine at stockpile area for boulders breaking in small sizes at Turamdih Mines.
34. Contractor has to follow guidelines of AERB (Atomic Energy Regulatory Board) issued time to time.

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APPENDIX - 1
CLASSIFICATION OF ACCIDENTS

Type - A

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 laceration, abrasion, contusion
2. Disabling injuries but not requiring hospitalization.

APPENDIX - 2
(F O R M - A)
CLASSIFICATION OF ACCIDENTS

Name of the Contractor & project :

Nature of the contract :

Name of the engineer-in-charge :

Name of injured person :

Age :

Date & Time of Accident occurred :

Nature of job :

What was the injured person doing
On the time of accident :

Description of accident (in detail) :

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 witnesses : 1.
2.

Safety representative's remarks with
Signature and date :

APPENDIX - B
(F O R M - B)
SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the project :

Name of the safety representative of
The project :

Name of the Contractor ;

Name of the sub-contractor :

Total No. of person working in the
Project :

Male :

Female :

Engineers :

Supervisors :

Labourers :

Total No. of Accidents (including
Type – A & Type – B) :

Disabling injuries :

Non Disabling injuries :

Agency No. No. of days lost/charges

Machine

Handling materials

Fall of persons

Hand Tools

Fire/Explosion

Collapse of excavation/structure

Electrical shock/burn

Miscellaneous

Remarks:

Signature of Safety Representative

Schedule of Quantity for: “Hiring of Poclain mounted rock breaker machine for boulder breaking at Turamdih Mines as & when required”

N. I. T No.: TMD/MIN – 662

[P R I C E P A R T]

Schedule of Quantity for: Hiring of Poclain mounted Rock breaker machine for boulder breaking at Turamdih Mines as & when required

N. I. T No. TMD/MIN - 662

Item No.	Description of item	Qty	Unit	Rate Rs. P	Rate in words	Total Amount Rs. P
1	Poclain (Capacity 200) with Rock breaker on hire basis for Turamdih Mines along with Operator	400.00	Hrs			
	Rebate if any in words (_____)				%	
	Grand Total					

Grand Total in words _____

Note:-

1. All items rates must be written in figures and words without which tenders are liable to be rejected.
2. All the pages of tender document must be duly signed by tenderer along with their seal.
3. Overall rebate, if any must be quoted in the above column only and written elsewhere shall not be considered.
4. Conditional tender submitted by the tenderer will be summarily rejected without any prejudice, hence tenderer are advice to quote their rates as per N. I. T conditions.
5. The Quoted rate should be inclusive of all taxes and duties including Service Tax

Signature with Seal