



यूरेनियम कॉरपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)
नरवापहाड़ खान
CIN: U 12000 JH 1967 GOI 000806
निविदा सूचना संख्या-682



TENDER DOCUMENT

OF

N.I.T. No.- 682

FOR

**“LOADING BY MECHANICAL MEANS, TRANSPORTING AND UNLOADING
OF TAILING SAND FROM UCIL TAILING PADDOCK AT TURAMDIH TO
UCIL PADDOCK
AT
NARWAPAHAR”**

URANIUM CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O.:- NARWA MINES,
DIST.:- SINGHBHUM (EAST)
JHARKHAND – 832 111

Phone No.0657 – 2741032/2741035, Fax No.0657 – 2741029/2741252
website: www.ucil.gov.in



I T E M R A T E T E N D E R
F O R

“Loading by mechanical means, transporting and unloading of tailing sand from UCIL Tailing Paddock at Turamdih to UCIL Paddock at Narwapahar for one (01) year.”

1. Tenders (Technical & Price Part) to be deposited in the office of Dy. Manager (Pers.), Narwapahar by **15.00** hours on **06.01.2015(Tuesday)**.
2. Tenders (**Technical Part Only**) shall be opened in presence of Tenderers who may like to present at **15.30** hours on **06.01.2015(Tuesday)** at Narwapahar.
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: Without proper filling the credentials /information sheets (I&II) with details of vehicles and machineries availability with the party & AUDITED BALANCE SHEET OF C. A. FIRM in this documents & conditional tender may be disqualified in technical bid.



SPECIAL INSTRUCTION TO THE TENDERERS

1. Tenderers are required to submit 03 sets (One original along with Two Xerox copies) of Tender Documents both parts (Part-I, Technical Part and Part-II, Price Part) completed in all respect in separate sealed envelopes super scribing with Part-I (Technical Part)/Part-II (Price Part)/Cost of Tender/EMD, N.I.T. 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 envelope** 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 envelope separately.
3. **Tender cost and E.M.D.** will be submitted in separate sealed envelope.
4. All the above sealed envelopes 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-1.
5. 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.
6. This tender document contains **55+2=57 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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Part: II (Price Part)

1. **Schedule of Item with quantities.**
(Enclosed separately)



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No. UCIL/NWP/MM/17(B)/2014

27/NOV/2014

NOTICE INVITING TENDER NO - 682

Sealed item rate open tenders in two parts (Part-I Techno-Commercial Part & Part-II Price Part) in triplicate (One original plus two sets each self contained in all respects) in prescribed format are invited from contractors having following credentials:-

- Contractors should have administrative control of minimum **02(Two)** numbers of **hyvas** and **01(One)** number of **loading equipment (JCB/Pay Loader)** and should submit copy of ownership certificate of hyvas & equipments or an undertaking on a non-judicial stamp paper of having administrative control of above reference equipment and vehicles with details.
- Experience in loading, unloading and transportation work of sand, aggregates, fly ash or other mineral in public & private companies.
- Contractors should submit work order & completion certificate for experiences in transportation work.
- The contractor should have average annual turnover not less than ₹ **22.8 Lakhs** in last three financial years i.e. **2011 -12, 2012-13 & 2013-14** in audited balance sheet/ITR.

Name of work	:	"Loading by mechanical means, transporting and unloading of tailing sand from UCIL Tailing Paddock at Turamdih to UCIL Paddock at Narwapahar for one year."	
Estimated quantity to be transported.	:	Tailing sand (Paddock Turamdih)	: 91500.00 Metric Tonne
Estimated value of work	:	₹ 75,94,500/- (Rupees Seventy five lakhs ninety four thousand five hundred only)	
Period of Contract	:	12 months	
Cost of Tender documents	:	₹ 1000/- (One thousand only) to be deposited by draft alongwith the tender.	
Earnest Money to be deposited with tender	:	₹ 75,945/- (Rupees Seventy five thousand nine hundred forty five only)	
Issue of tender document	:	Can be downloaded from our website www.ucil.gov.in between 05 th Dec' 2014 to 06 th Jan' 2015	
Last Date for submission of Tender (Technical & Price Part)	:	06.01.2015 (Tuesday) upto 03:00 PM	
Date of Opening of Tender (Technical Part)	:	06.01.2015 (Tuesday) at 03:30 PM	
If the office of UCIL, Narwapahar happens to be closed on the last date and time mentioned for any of the above events, 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 detailed conditions of tendering & price part shall be available in **the NIT document that can be downloaded from UCIL website www.ucil.gov.in**. Tenders received without Tender cost in the form of Demand Draft (Drawn in favour of URANIUM CORPORATION OF INDIA LIMITED, JADUGUDA from any Nationalized Bank/schedule bank payable at Jaduguda), Earnest Money Deposit, Service Tax code No., PAN etc. will be summarily rejected.

The tenders are to be submitted in two parts i.e. Part-I Technical & Commercial terms & conditions, Part-II: Price proposal to Dy. Manager (Pers.), UCIL, Narwapahar, P.O. Narwa Mines, District: East Singhbhum, Jharkhand State -832111 to reach him on or before the date and time fixed for receiving the bid. Telex, telegraphic or e-mail bids will not be entertained.

The sealed outer cover should contain four envelopes each sealed and marked with NIT/Package No. closing date and general description of work tendered for and type/part number of tender. One sealed envelope should contain **technical proposal**, commercial terms & conditions and the second sealed envelope consisting of **price proposal**, both envelope along with separate envelopes of documents/instruments for **Tender cost** and **Earnest Money** should be enclosed in an outer sealed cover, which should be super scribed with NIT No. and general description of the work quoted for: -

The Corporation's authorized representative(s) in the presence of tenderers who may like to be present will open Techno-commercial part of the sealed tenders at Narwapahar at scheduled time and date of opening of the tender. The Price Part shall be opened only of the qualified tenderers who qualify on the Technical Proposal.

The successful Tenderers shall have to comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules appended thereafter and any other acts, rates, bylaws, etc.

The corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work, if necessary without assigning any reasons whatsoever. This NIT is also displayed on our website www.ucil.gov.in

[Signature]
For CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED



GENERAL INFORMATION

1. Sealed item Rate Contract tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda for **“Loading by mechanical means, transporting and unloading of tailing sand from UCIL Tailing Paddock at Turamdih to UCIL Paddock at Narwapahar for one (01) year.”**
2. 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 (If) 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.
3. The works are required to be completed within **12(Twelve) months** from the fifteen days after the date on which the engineer-in-charge issues written orders to commence the work/as per L.O.I. or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the Corporation in the Tender documents.
4. Chairman & Managing Director, UCIL shall be the Accepting Officer (Authority) 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** tendered **in figures as well as in words**.
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 witnesses 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.), **Narwapahar upto 03.00 P.M.** on or before **06.01.2015** and shall be opened (**Technical Part Only**) at **03.30 P.M.** on the same day i.e. **06.01.2015** in the presence of Tenderers who may like to be present.
12. The Tender shall be accompanied by Tender cost and Earnest Money as stipulated in N.I.T. and in the mode of payment in General conditions of Contract. Even working Contractor shall not be exempted from payment of Earnest Money Deposit.



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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, Narwapahar 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. This notice of Tender shall form a part of the Contract documents.
19. Conditional tender, without E.M.D. amount tender shall be cancelled without any prejudice.



CONDITIONS OF TENDERING

1.00.00 **PREPARATION OF TENDER**

1.01.00 **TENDERER TO STUDY**

1.01.01 Before submission of the tender the Tenderers are required to make themselves fully conversant with the Conditions of Tendering. General Conditions, Special Conditions, Site conditions, Specifications, Schedules, drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.

1.01.02 It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.

1.01.03 The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document. Should there be any discrepancy in. Or any doubt, or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer. The Tenderer must set forth in strictly such discrepancy, doubt or obscurity, and submit the same in Duplicate (Triplicate) to the purchaser (Attn: GM (TS&P)-Mines, Narwapahar, UCIL, NIT) so as to reach them two days in advance (on or) before date of tender opening mentioned in the NIT for such purpose. The elucidation given by the purchaser shall be final and binding on the Tenderers.

1.01.04 By submitting a tender for the work & Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of the Engineer.

1.01.05 Tenderers must be submitted on the attached prescribed forms and / or copies thereof. The schedules shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.

1.01.06 The tender shall contain firm price for the work.

1.02.00 **LANGUAGE**

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

1.03.00 **CANVASSING PROHIBITED**

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

1.04.00 **MISINFORMATION**

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



1.05.0 DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable. Transfer of tender documents, purchased by the tenderer to another is not permitted and tender submitted on the tender document, purchased by any other party shall be rejected.

1.06.0 NOT MORE THAN ONE TENDER

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

1.07.0 TENDER DOCUMENT PROPERTY OF THE PURCHASER.

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

1.08.0 TENDERER TO BEAR EXPENSES

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

2.00.0 SUBMISSION OF TENDER

Tenders shall be open on date to specify in NIT.

2.01.01 List of documents to be submitted duly signed by tenderer with the seal of the firm / agency Tenderer's covering letter.

- (a) Document showing deposit of Earnest Money & cost of tender document in original in a separate sealed cover attached with cover / envelop of technical part.
- (b) Signed NIT tender documents in original which comprise of the below (following).
 - Notice inviting Tender
 - General information
 - Forms
 - Conditions of Tendering
 - Special conditions of contract
 - Technical Specifications
 - Safety of contractor's Employees
- (c) Service Tax registration No. with documentary proof.
- (d) Balance sheet of last three years-Audited.
- (e) Full statement along with documentary proof in support of past experience of the tenderer.
- (f) Certificate / proof of registration of the firm / company with the Registrar of firm / companies has to be submitted if applicable.
- i) Other document, if any required as may be required to be submitted along with the tender in accordance with Technical specifications. Special conditions and General Conditions of NIT Tender Documents.
- j) Filled up Credential Information sheet for equipment and machinery.



- 2.01.02 List of documents to be submitted
(a) Tenderer's covering letter.
(b) Schedule of quantities in Triplicate duly signed in all pages.
- 2.01.03 All the pages of Tender document has to be signed with seal of the Firm / Agency by the tenderer as a token of acceptance of the same without which tenders are likely to be rejected.

2.02.0 TENDERS TO BE UNAMBIGUOUS

No alteration in the form of the tender or in the amount or any addition in the form of special stipulation will be permitted. If corrections be needed while filling in the tender, the same shall be made by the Tenderer with his dated signature. Tender which is incomplete, obscure or irregular or only for a part of the package / schedule is liable to rejection.

2.04.0 TENDERER'S IDENTITY

The tender shall contain the name, residence and place of business of person or persons submitting the tender.

2.05.0 AUTHORIZATION

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of Attorney authorizing him to do so, certified copy of which shall be enclosed.

Tenders submitted on behalf of companies registered under the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolutions, extracts of articles of association, Special or general power of Attorney and other information to show clearly the title. Authority and designation of persons signing the tender on behalf of the company.

In the event of the tender being submitted by Indian agent on behalf of his foreign principal, in addition to above document. The letter of agreement of authorisation clearly indicating the status extent and validity of authorization from foreign principal shall be submitted along with the tender. A confirmation in the form of division of responsibility covering the various activities required to be under taken for execution of the contract shall be enclosed.

2.06.0 DELIVERY OF TENDER

The completed tender with all its accompaniments as per clause 2.01.02 and 2.01.03 shall be deposited in the tender box kept at the office of **Dy. Manager (Pers.), UCIL, Narwapahar.**

- 2.06.01 Personal delivery is recommended.

3.00.0 QUALIFICATION OF TENDERERS

i) Sealed Item rate open Tenders are invited in two parts i.e. Part- I: Technical Part and Part-II: Price Part (Schedule of quantities in triplicate) from bonafide, experienced, reliable, Resourceful and reputed transport contractors of any minor mineral, materials having own Hyva & Pay loader /JCB in any Public Sector Undertakings or any large Private Sector for the works as stated in NIT.

ii) The Tenderer's **average annual financial turnover** not less than **Rs. 22.8 Lakhs** in Audited balance sheet/ITR in last three F.Y i.e, **2011-12, 2012-13 & 2013-14.**



iii) If any document submitted by the party to prove his credentials for the job found to be forged or false during the course of verification. The party will be **black-listed** to carry out any work in any of the units of the Uranium Corporation of India Limited and suitable legal action will be taken against the party.

4.00.0 **VALIDITY OF TENDER**

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the purchaser for a period of six (6) months from the date the tenders are opened, during which period the tenderer shall not withdraw his offer or amend, impair or derogate there from, If the tender submitted does not contain all the relevant information of needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification. The aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete.

Every Tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms hereof, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of six (6) months that his tender has been accepted. He shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchasers until a written contract has been executed in place of such agreement.

The tenderer whose tender has been accepted and so notified shall become the "Successful Tenderer"

5.00.0 **EARNEST MONEY**

5.01.0 Earnest money as per notice Inviting tender shall be deposited unless otherwise instructed to the contrary in the following ways and must accompany the tender document without which the tender will not be considered at all.

Acceptable mode of payment of Earnest Money Deposit/Cost of Tender:

- a) Requisite amount of E.M.D. should be submitted in the form of Demand Draft/Bank Draft duly pledged in favour of Uranium Corporation of India Ltd. Payable at SBI Jaduguda / Hartopa. E.M.D. amount may also be submitted by deposit of call /Term/ fixed deposit of any Nationalised Bank/schedule Bank duly pledged in favour of M/s Uranium Corporation of India Limited, Jaduguda

Note: No cash/ cheque in any form will be accepted as E.M.D. any Interest will not be paid on E.M.D. or any other guarantee.

- b) Bank Guarantee of any Nationalised Bank duly pledged in favour of UCIL indicated in G.C.C.

5.02.0 Uranium Corporation of India Ltd. will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from, **GM (TS&P)-Mines, Narwapahar.**

5.03.0 Upon acceptance of the tender, Earnest Money shall be treated as part of the Security deposit. Failure of successful tenderer to carry out the tender work shall entail forfeiture of E.M.D. & Security Deposit entirely.

5.04.0 The tenderer shall submit the tender which satisfied each and every condition laid down in the notice, failing which the tender will be liable to be rejected.

5.05.0 The Corporation reserve 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.



5.06.0 Tender without requisite earnest money and cost of tender at the time of submission is liable to be (rejected) quoted rates.

5.07.0 AWARD OF CONTRACT

The acceptance of tender and award of contract to one or more than one tenderer, if considered necessary, rests with the purchaser. It shall not be obligatory on the part of the purchaser to accept the lowest tenderer. The purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded of this by any tenderer in respect thereto.

6.00.0 TIME FOR COMPLETION

The time of completion for this work shall be as per notice attached which shall be reckoned as stipulated in L.O.I. / work order. The work shall be considered completed only if the Engineer has issued a certificate to that effect.

7.00.0 OPENING OF TENDER

Tenders along with document of E.M. deposit will be opened at the place notified on the appointed (schedule) date and time in presence of tenderer's authorized representative who are like to be present. Not more than two (2) representatives of each tenderer shall be permitted to attend the opening of the tenders.

If the tenders cannot be opened on the notified date and time as per tender notice, due to natural calamity, civil commotion. Floods, strikes or any other unavoidable circumstances, this will be opened without any intimation on a subsequent date which shall be notified to the tenderer by the corporation.

8.00.0 The tenderer (Whether his tender is accepted or not) shall treat the details of the tender specifications and other documents attached thereto, as private and confidential. The tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian Atomic Energy Act 1962 (X X X I I I of 1962) applied to them and shall continue so to apply even after award of the contract (Whether his tender is accepted or not).



ARTICLES OF AGREEMENT

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

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

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure – A AND WHEREAS AFTER CONSIDERATION OF THE TENDER SUBMITTED THE contractor UCIL accepted the said Tender as in Annexure – A along with Annexure – B, C, & D.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement works and expressions shall have the same meaning as are respectively assigned to them in the General Conditions and Special conditions of Contract herein after referred.

The Corporation's LOI/Work Order Reference No. -----

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

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

The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the tie and in the manner prescribed by the Agreement and set-forth in the above documents (a) to (d) inclusive.

2. All notices called for by the terms of this agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses.
a) _____



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URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprises.)

b)

3. The corporation and the Contractor agree that this contract agreement including annexed documents (a) to (d) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this contract agreement, except as may otherwise be specifically provided in this contract agreement.
4. Both parties shall make best individual to set amicably among themselves in a dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties or not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant counterparts, one for the corporation and the other for the Contractor.
5. This contract agreement is made in all good faith and executed in two identical counterparts, one for the corporation and the other for the Contractor.

IN WITNESS HEEOF, the Corporation and the Contractor have executed this contract agreement the day and year first above written.

URANIUM CORPORATION OF INDIA LIMITED

in the presence of

signed by the said

in the presence of

CONTRACTOR



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FORM OF TENDER

To
The Chairman & Managing Director
M/s. Uranium Corporation of India Ltd.
P.O. Jaduguda Mines
Dist. Singhbhum (East)
Jharkhand – 832 102

N.I.T. No.-682

Name of work: "Loading by mechanical means, transporting and unloading of tailing sand from UCIL Tailing Paddock at Turamdih to UCIL Paddock at Narwapahar for one (01) year."

Dear Sir,

With reference to the tender invited by you for _____

_____ I/We have examined special conditions and General Conditions, Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We hereby offer to execute the whole of the said works in conformity with the same Special Conditions, Articles of Agreement, General Conditions Tender Notice, Specifications and _____ Schedule _____ of _____ Quantities _____ for _____ the _____ sum _____ of Rs. _____ at _____ the

respective rates mentioned in the Schedule of Quantities.

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

I/We have deposited as Earnest Money a sum of Rs. _____

With _____ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if the event of the Uranium Corporation of India Limited accepting my/our tender I/We fail to execute the Contract when called upon to do so.

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

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

Yours faithfully,

Signature: _____

Address: _____

Name of Partners of the Firm:

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



S C H E D U L E - F

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Clauses:

- Accepting Authority : Chairman & Managing Director
- Retention Money : 10 (Ten) per cent.
- Date of Commencement : **Within fifteen (15) days** from the date on which written order is issued to commence the work.
- Date of Completion : **12 (Twelve) Months** from the date of order to commence.
- Defect liability period : Not applicable.
- On Account Payment : **monthly.**
- Authority for appointing Arbitrator: Chairman & Managing Director.



BANK GUARANTEE FORM FOR EARNEST MONEY

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

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

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

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

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Tenderer furnishing a Bank Guarantee in lieu of Earnest Money in Bank Draft for a sum of Rs. _____ the Guarantor do hereby covenants irrevocably to undertake and promise to pay a sum of Rs. _____ to UCIL without demur and merely on demand from them, in case the tenderer make any default or commits any breach in the performance, observance or discharge of the terms and conditions contained in the said Tender.
2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the said Tenderer has committed any breach of default in the performance, observance or discharge of the terms and conditions of the said Tender and the decision of UCIL shall be final and binding on the guarantor irrespective of the fact whether the Tenderer admits or denies the default or questions the correctness of any demand made by UCIL in any court or Tribunal or Arbitration proceedings or before any Authority.
3. It shall not be necessary for UCIL to proceed against the said Tenderer before proceeding against the Guarantor and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any security which UCIL may have obtained from the Tenderer, shall at the time when proceedings are taken against the Guarantor, remain outstanding or unrealized.
4. The guarantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by UCIL to the tenderer and the guarantee shall remain in full force and effect irrespective of any other change in terms, conditions, stipulations or any variations in the terms of the tender and irrespective of whether notice of such change or variation is given to the Guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said Tender is hereby specifically waived by the Guarantor.
5. The guarantor hereby agree that it shall not be released from this guarantee by any forbearance, exercise, or non-exercise of any of the powers or rights under the Tender by UCIL against the Tenderer or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so releasing the Guarantor



irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is give to the Guarantor or not.

6. The Guarantee herein contained shall not be determined or prejudiced by the liquidation or winding up or insolvency or any change in the constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or this may hereafter become due to UCIL are paid in respect of any liability or obligation of the Tenderer under the Tender subject, however, that UCIL shall have no right under this guarantee after expiry of the validity of this guarantee unless this guarantee is extended by mutual agreement.
7. The guarantor hereby undertake not to revoke this guarantee during the period it is in force except with the previous consent of UCIL in writing.
8. Any claim or dispute arising under this guarantee shall be enforced or settled in the courts of law at Jamshedpur, Jharkhand state.
9. The guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the Executants has full powers to do so on its behalf under the power of Attorney dated _____ granted to him by the proper authorities of the Guarantor.
10. IN WITNESS whereof the _____(Bank) has hereunto set and subscribed its hands the day, month and year first above written.
11. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs._____ and _____ will remain valid till _____(date) unless an action to enforce a claim under the guarantee is filed against us within _____. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.

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

WITNESS:

Name and Address Signature



BANK GUARANTEE FORM FOR SECURITY DEPOSIT

Name of the Bank:

Address of the Bank:

Guarantee No.:

Date:

Date of Expiry:

Claim Period: 06(Six) months from the date of expiry.

Limit of Liability:

Whereas Uranium corporation of India Ltd.(herein after referred to as the CORPORATION) having its registered office at Jaduguda Mines P.O. & Dist. Singhbhum, Jharkhand - 832 102 which expression shall, unless repugnant to the context, includes its legal representatives, successors and assigns, have entered into an Agreement (herein after referred to as the Agreement) with M/s _____ (herein after referred to as the CONTRACTOR) having its registered office at _____ which expression shall, unless repugnant to the context, include its legal representatives, successors or assigns, for _____ (Name of work) letter of Intent/Work Order No. _____, dated _____ described in the Agreement based on the Terms and conditions contained in the Agreement and whereas by the said Agreement CORPORATION has agreed to pay the CONTRACTOR for the services to be rendered by the CONTRACTOR in terms of the said Agreement.

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

Now, by this Guarantee we, the CONTRACTOR (as Principal) and _____ (Name and address of Bank) or held and firmly bound into CORPORATION in the sum of Rs. _____ (Rupees _____ only) for the payment of which the CONTRACTOR and surety bound themselves, their successors, legal representatives and assigns jointly and severally by these presents.

Now the conditions of this Guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions, conditions and stipulations of Agreement including covenants, concerning Bank Guarantee stipulated therein on the part of the CONTRACTOR (as principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of CONTRACTOR the CONTRACTOR shall satisfy and discharge the damages sustained by the CORPORATION thereby, upto the amount of this Bank Guarantee herein, then the obligation herein shall be null and void, but otherwise shall be in full force and effect for a period of _____ months i.e. upto _____ from _____. But no alterations in the terms of the said Agreement made between CORPORATION and CONTRACTOR or the extent or the nature of the materials supplied, completed and maintained there under and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the said Agreement on the part of CORPORATION shall in any way release the CONTRACTOR from any liability under the Guarantee herein.



यूरेनियम कॉरपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

नरवापहाड़ खान

CIN: U 12000 JH 1967 GOI 000806

निविदा सूचना संख्या-682



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

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till the dues of the CORPORATION under or by virtue of the said Agreement have been fully paid and CORPORATIONs claim satisfied or discharged or till CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said CONTRACTOR (as principal) and discharges the Guarantee.

We, the surety, further covenant with CORPORATION that CORPORATION shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement from time to time, to postpone for any time or from time to time, any of the powers exercisable by CORPORATION AGAINST the said CONTRACTOR(as principal) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to said CONTRACTOR or for any forbearance, act of omission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR(as Principal) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision, have effect of so relieving.

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

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

IN WITNESS WHEREOF, the CONTRACTOR (as principal) and surety have executed this Guarantee and have affixed their seals on this date _____.

Now withstanding anything contained herein before our liability under the present Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force for a period of _____ months i.e. upto _____ from _____. Unless a suit or action is instituted to enforce the claim under the Guarantee within 6 months from the said date all your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

PRINCIPAL

SURETY

For and behalf of (Name of firm)

For and behalf of (Name of Bank)



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 authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority mentioned in Schedule - F.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
- i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
- ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
- iii) 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 7:00 AM to 7:00 AM irrespective of the number of hours worked in that day.**
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or



not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

- i) 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.
- j) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- k) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- l) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- m) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- n) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) 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 recognized 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 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. 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 as per arbitration law.

9.1 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.

9.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 cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

10. **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.

11. **TIME EXTENSION FOR DELAYS:**

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 30th 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.

- 11.1 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.

11.2 If the works will be delayed by

- (a) Force major, 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.

11.3 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.

11.4 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.

12. 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.

12.1 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.

12.2 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.
- 12.3 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.
- 12.4 The Corporation gives no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 12.5 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.
- 12.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

13. **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.

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

- 13.4(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.
- 13.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, 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.
- 13.6 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.
- 13.7 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.

13.7.1 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.

14. 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.

- 14.1 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.

15. **NUISANCE:**

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

16. **MATERIALS OBTAINED FROM EXCAVATION:**

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

17. **TREASURE TROVE, FOSSILS ETC.:**

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

18. **PROTECTION OF TREES:**

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

19. **WATCHING AND LIGHTING:**

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



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

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

21. **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 or to make any variation in the works.

- 21.1 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.
- 21.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 21.3 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.

22. **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.

23. **WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

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

23.1 **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 labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

- 23.2 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 not withstanding anything expressed or implied elsewhere in this Contract.
- 23.2 (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 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.

24. **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.



25. **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.

- 25.1 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.

26. **SUB CONTRACTS**

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

27. **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.

- 27.1 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.
- 27.2 The Contractor or his agent shall be in attendance at the site/ sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to him.
- 27.3 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work site order Book" maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instruction by the Contractor, he shall be furnished a certified true copy of such instructions.

28. **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

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

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



- (a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage, accommodation and water storage tanks.
- (b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.
- (d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

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

29. **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 Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor 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.

30. **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.



- 30.1 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.
- 30.2 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.
- 30.3 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.

- 30.4 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.

31. **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 unskilful 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.

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.

32. **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.

33. **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 cancellation of contract in full or in part hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition cancellation of contract in full or in part.

34. **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.

35. **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.

- 35.1 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.
- 35.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 35.3 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 authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.



- 35.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 35.5 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.
- 35.6 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.

36. **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 notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

37. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals 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.

- 37.1 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.
- 37.2 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.
- 37.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.
- 37.4 The payment shall be made through **e-payment** system for which the following details shall be provided by the contractors immediately after commencing of the contract:-
- **Name of the Bank-**
 - **Address of the Bank-**
 - **IFSC code of the Bank-**
 - **Name of the Bank Account Holder-**
 - **Bank Account No. of the suppliers/contractors-**
 - **A copy of blank cheque leaf-**
 - **PAN No. (Copy to be enclosed)**
 - **TIN No. (Copy to be enclosed)**
 - **Service Tax Registration No. (Copy to be enclosed)**



38. **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

39. 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.

40. **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.

- 40.1 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 arbitrator law of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 40.2 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.
- 40.3 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.
- 40.4 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.



41 **ARBITRATION AND LAW**

41.1 **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.



41.2 **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.

41.3 **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.

42. **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).



SPECIAL CONDITIONS OF CONTRACT

01. a) List of trucks/equipments owned by the tenderer and proposed to be deployed for the work, indicating their present place of deployment, registration no./machine no. year of manufacture, reference of fitness certificate from Pollution Control Board/Permit/Insurance cover etc. has to be submitted in the proforma enclosed as Questionnaires.

b) List of dumpers assured by the tenderers and proposed to be deployed for the work, shall not be engaged in other awarded works.
02. Incase of one or two trucks/equipments proposed to be taken on hire by the tenderer for the purpose of this work, a certificate to that effect from the owner from whom these trucks/equipments are proposed to be taken on hire, with the above details has to be submitted.
03. The contractor shall execute the agreement with the corporation in the proforma approved by the corporation for the execution of the work, within one month or as directed from the date of issue of letter of intent/Work Order on non-judicial stamp paper of requisite value, which shall be provided by the contractor at his own cost.
04. The contractor, before starting the work, shall furnish to the Mines Manager/Engineer-in-Charge, the list of dumpers/equipments proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, insurances, driving certificates, licenses etc. for inspection. No tipping Dumpers/ equipments shall be deployed for the work without the approval of the Mines Manager/ Engineer-in-Charge, UCIL.
05. The Tare weight, gross weight, maximum carrying capacity of the Dumpers and the dimensions of the body of the dumpers deployed for the work and maintained in good eligible condition, at all times.
06. **The Hyva shall be loaded only upto the maximum carrying capacity and shall not be over loaded under any circumstances. The loading is to be restricted upto 150mm below the top of the dump box.**
07. The contractor shall bring/take back and arrange for the transportation of the dumpers/equipments, men and materials required for the work, at his own cost.
08. The corporation, May for the any reason, ask the contractor to suspend the work, fully or partly and the contractor shall comply with same without having any claim whatsoever, for such suspension.
09. The period of contract, stipulated in the agreement may be extended for the execution of the awarded quantity and similarly the quantity may be increased for execution of the work upto the awarded period, at the awarded rate/rates, at the discretion of the corporation. This shall however, be without prejudice to the right of the corporation to impose penalty as stipulated in General Terms and Conditions of the contract.
10. a) The contractor shall at his own cost arrange for all materials, stores, spares, tools and tackles etc. and maintenance/repairs of the Tipping Dumpers/Equipments required/deployed for the work. The corporation shall have no liability whatsoever on this account.

b) In emergent situations as provided the contractor shall make an application in this regard, POL if available with the UCIL may at the sole discretion of the UCIL be issued to him with the approval of the Engineer-in-charge but value of the same along with the handling/departmental charges as per the prevailing rules of the UCIL shall be charged from him or recovered from his bills/security deposit.



11. The contractor shall maintain proper records in English/Hindi of the Dumpers/equipments etc., deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and corporation shall have the right of access to and inspection of those records or to call for any or all these records or ask the contractor shall be bound to comply with such instructions.
12. The corporation shall have no responsibility/liability whatsoever for any accident/damage to the contractor's vehicle/equipments in transit or while engaged in the work. All the liability arising out of such an incident will be borne by the contractor at its own cost and risk.
13. The corporation shall have the right to give any instruction to the contractor necessary for the safe and orderly execution of the work and/or to forthwith remedy/modify/remove/stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.
14. In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contain herein, the decision of the C&MD shall be final and binding on the contractor.
15. All work have to be done by the contractor as per the provision of Mines Act 1952, Metalliferrous Mine Regulation 1961, Mine Rule - 1955, Indian Electricity Act and rules, Minimum wages Act and rules, contract labour (Regulation & Abolition) Act, 1970 with contract rule 1971, Indian Explosive Act & Rules and all other laws applicable to Metal Mines in regards to the works awarded. The contractor shall comply with all amendments to the above acts.
16. In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the contractor or his employee or any accident involving the employees/dumpers/ equipments of the contractor or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act/rules/Regulations/Bye-laws/Orders, by the contractor, the contractor shall have full responsibility and liability for the same and the corporation shall stand fully indemnified by the contractor against all such claims.
17. If the corporation suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the party of the his representative/employees or from the dumpers/equipments of the contractor, the value of the same as assessed by the corporation shall be recovered from the contractor's bill/security deposit. The decision of the corporation on this regard shall be final and binding on the contractor.
18. The corporation shall have full right to deduct any excess payment/ penalties/claims dues/taxes/levies etc. deductible/recoverable from the contractor as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the contractor for any amount payable to him against this contract or any other contract with the corporation.
19. a) The contractor shall post adequate no. of competent experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Mines Manager/Engineer-in-Charge, Narwapahar as and when required.
b) The Contractor shall issue on identity card/employment card to each employee with



photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

20. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
21. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Engineer-in-charge.
22. The contractor shall arrange for housing accommodation of his employees and the corporation shall have no responsibility/liability whatsoever in this regard.
23. The Mine Manager, Narwapahar/Engineer-in-charge shall have the authority to ask for the immediate removal of any employees of the contractor from the site for any reason and contractor or his authorized representative shall be bound to comply with the instructions in this regard, the contract may be terminated.
24. In case of any dispute in the matter of payment to the employee of the contractor, the decision of the Engineer-in-charge shall be final and binding on the contractor.
25. a) In case of any accident, the contractor shall ensure that, the victims get First Aid and medical treatment without any delay and information of such accident should be passed on to the Mine Time Office and Engineer-in-charge at the earliest. In case of any accident to any employee of the contractor arising out of any in the course of employment, the contractor shall be liable to pay full compensation under the workmen's compensation Act, 1923 or any amendment thereof. The UCIL shall have no responsibility whatsoever, in this regard and shall stand fully indemnified by the contractor against all claims in this regard.

The contractor may also be called upon by the UCIL to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee, as payable in the case of company's employees.
- b) In case of failure on the part of the contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the company and cost/charges/expenditure incurred or spent by the corporation in this regard shall be recovered from the contractor's bills/dues/security deposit.
26. In case of any accident occurs or any injury is caused to any employees of the corporation by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor's representative/employees, the compensation for the same, as provided in law or as assessed by the corporation shall be recovered from the contractor along with the costs and expenses incurred by the corporation on the same.
27. The employees of the contractor shall at no stage, during the execution of after the termination of the contract, have any claim whatsoever for employment with the corporation and the corporation shall have no obligation/liability whatsoever, to take into employment any employees of the contractor on any ground whatsoever.
28. The contractor shall comply with the provisions of Mines Act/Regulations Rules/applicable to the work and exercise due diligence and take all steps/actions on his own or as directed by the corporation or statutory authorities to ensure the safety of the employees/equipments deployed by him, at his own cost.
29. In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the corporation or statutory authority, to remove the danger and ensure safety of employees of the contractor/corporation.



30. The corporation may terminate the contract by giving 30 days notice, without any assigning any reasons whatsoever for the same.
31. Without prejudice to the right of the corporation as contained in clause 30 above, the contract may be terminated partly or fully and these security deposits forfeited, at the discretion of the corporation without any notice to the contractor, in the following eventualities.
- a) If the work is not progressing to the satisfaction of the corporation.
 - b) Pertaining to the safety or satisfactory execution of the work. Breach of any terms and conditions of the contract or violation of any statutory Act/Regulations/Rules/By-laws/Orders by the contractor.
 - c) Stoppage of work on his own accord or unsatisfactory performance by the contractor. Assessment of the C&MD in this regard shall be final.
 - d) Offering or giving or agreeing to give any person in the corporation's service or to any other persons on his behalf, of any gift or consideration or any kind of inducement or reward for doing or for bearing to do or having done or having forborne to do any act in relation to obtaining of execution of this or any other contract from the corporation.
 - e) If the contractor has obtained the contract from the corporation as result of ring tendering or other non-bonafide methods of competitive tendering or by fraudulent manner or in factious name.
 - f) If the contractor is declared insolvent or the firm/company goes into liquidation.
 - g) If the contractor/assigns/transfers/sub lets or attempts to assign/ transfer/sublet the entire work or any portion thereof.
 - h) Failure to bring trucks/equipments to the site and start the work as directed.
 - i) If it is found that the contractor has not been complying with the rules, regulations, and statutory obligations pertinent to his force. The decision of the C&MD for in this regard shall be final.
 - j) If the contractor indulges in any corrupt practice/illegal activity/ irregularity/misconduct.
 - k) If it comes to the notice of the C&MD/G.M. (TS & P) that the contractor has engaged any bonded labour.
 - l) For any other reasons which the corporation considers prejudicial to it's own interest or to the interest of the public.
32. In the event of termination of contract, the corporation shall have the right to the get balance work executed by engaging any alternative agency/agencies or incurring expenditure and recover from the contractor, the said expenses/extra expenses incurred in this regard.
33. After termination of the contract, the work executed by the contractor shall be jointly measured. In case, the contractor or his representative does not attend the joint measurement, inspite of being notified in this regard, such measurement shall be carried out by the corporation on it's own and the measurement so arrived it shall be final and binding on the contractor. The final bill shall be prepared on the basis of such measurement and payment made after affecting deductions of all penalties, recoveries, etc. recoverable from the contractor as per the terms and conditions of the contract.



34. Unless otherwise provided in the contract, the provisions of General conditions and special conditions shall prevail over those of any document forming part of the contract and in case of conflict special conditions shall prevail over General conditions. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in the case of ambiguities or discrepancies the same shall be explained and adjusted by the Accepting authority who shall thereupon issue to the contractor instructions thereon.
35. **PENALTY FOR LESS TRANSPORTATION OF TAILING SAND:**
- The transportation of Tailing Sand shall be carried out from Tailing Sand Paddock, Turamdih Mill. **Minimum quantity to be transported shall be 300 Tonnes per day during the contract period.** The penalty for less transportation shall be imposed as follows:
- In each calendar month during the contract period minimum tonnage of Tailing Sand to be transported by Contractor shall be **300 MT from Turamdih x No. of working days** in the concerned month. In case of non-fulfillment of monthly transportation quantity a penalty of **Rs. 15.00** shall be imposed for short fall of each tonne or part thereof. Penalty shall be recovered from the amount payable for the concerned month.
 - In some occasions Tailing Sand may not be available in Turamdih Mill Paddock due to operational problems, in such case the Contractor has to obtain a certificate from Engineer-in-charge for waiver of penalty on daily basis.
 - In case tailing sand is not available in Turamdih Mill tailing paddock to fulfill the minimum monthly transportation requirement, the contractor has to obtain a certificate in writing from Engineer-in-charge to that effect for waiver of penalty on monthly basis.
 - The Contractor should plan to transport **350 MT per day on an average during the whole contract period** to match production plan, however, penalty shall be imposed, if there is regular short fall in minimum monthly transportation due to fault of Contractor he will not only be penalized as per clauses above but also the Contract is liable to be terminated, if the above short fall quantity is not makeup in spite of writing instructions from the Engineer-in-charge. Alternatively the shortfall quantity will be transported by the other agency at the discretion of UCIL management at the risk and cost of the Contractor.
 - Penalty shall not be imposed if the cause of less tailing trip is not attributed to the contractor & decision of engineer-in-charge shall be final in this regard.
36. ***The contractor must ensure removal of any spillage material from the outside & inside road while transporting for this purpose 02 Nos. unskilled workmen should be deployed on daily basis for cleaning and will report to engineer representative on daily basis.***
37. ***While transporting, all loaded Hyva must be covered with Tarpaulin as per following specification.***
- Tarpaulin made of canvas/high-density polythine cloth stitched and having eyelets fitted on all borders. The size of the tarpaulin shall be larger than the dump box so as to cover the top of the dump box completely.***
 - The tarpaulin is to be fixed on all side hooks of the Hyva in such a way that at least it will be 200mm below from the rim of the dump box.***



38. Necessary workmen insurance coverage and labour license, if required shall be obtained as per **working rules** by the contractor for required Nos. workmen to be engaged for this work at his own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work.
39. The contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of safety officer of UCIL, Narwapahar from time to time.
40. No machinery/Hyva which has been used for more than 8 years shall be allowed for transportation of the tailing sand. The contractor's equipments and dumpers are also got to be checked periodically by the authorized representative of Engineer-in-Charge of this work. In case of equipments/dumpers are not found to be fit, the same will not be allowed to operate. In this regard decision of UCIL will be final and binding to the contractor.
41. **Brake test of contractor's vehicles engaged for transportation of tailing sand is required to be tested fort nightly at Auto section, Narwapahar/Turamdih** on specified dates in presence of authorized representative of UCIL and to ensure the filling of check list daily.
42. All the machineries, labourers engaged against this work shall be insured by the successful contractor for the entire period of the contract at their own cost and insurance shall be done before commencement of this work.
43. The successful tenderer have to release their workmen employed against this work for safety/environmental training at G.V.T. Centre, Narwapahar as per requirement assessed by E.I.C. at their own cost.
44. The quantum of work as stipulated in the tender and the work order should be completed within the time stipulated. For delay in completion of work the contractor will be fully responsible, and the corporation shall have the right to get the balance work left over after expiry of the stipulated time through other party(s) and the expenditure involved shall be recoverable from the contractor. In the event of failure of the contractor to carry out the work within the prescribed time and in the manner as per advise of corporation representative, the contractor shall be responsible for the extra expenditure incurred by the corporation who shall have the right to get the balance work done through any other party, at the contractor's risk and responsibility and cost. Such recovery shall be made by the corporation from any payment due to the contractor for this or other works.
45. **The rate quoted by the tenderer shall be treated as complete in all respects excluding Service Tax, duties and other levies of the Government/ local authorities including ex-gratia payment. The rates quoted shall be valid for the complete duration of the contract and in no account a change in the rate will be entertained except whereas otherwise stated.**
46. The contractor shall be responsible for the security of the materials in transit and it's safe delivery without any loss or damage. Where the material is weighed both at the loading and receiving ends, the shortage other than those on account of moisture loss will be to the account of the contractor.
47. The contractor shall give an undertaking in weighing indemnifying the corporation against all risks and liabilities whatsoever arising out of accident etc. during course of execution of work. Further the contractor shall indemnify(UCIL) against payment of compensation, levies etc. arising there from, under the Central or state Government rules/Orders on the subject, as amended from time to time, during the entire period of execution of the work and the corporation shall have no liability/ responsibility on this account.



48. CONTRACT LABOUR ACT: Before the actual commencement of work, the contractor will have to get a license from the competent authority for engaging the labourers and he will be governed by all the provision of the Contract Labour Act 1970(Regulation & Abolition) and as amended thereafter as applicable to Central Government undertakings.
49. All the vehicles to be used for this work should be registered under passenger & goods (carried by Public Service Motor Vehicle) Tax Act, 1961 and rules framed there under and all the taxes payable and the sole responsibility of the contractor. All the formalities should be completed and complied with by the contractor as required by the provisions of the said Act. The contractor will be governed throughout the period of contract by this Act and the corporation will have the power to take any such action as deemed necessary including recovery of taxes etc. from the contractor's bill to ensure the compliance of this Act by the contractor.
50. ***Tailing sand transportation work shall be carried out throughout the day i.e. 7:00 AM to 7:00 AM (next day)=24 hours for billing and record keeping for tailing sand transportation.***
51. The corporation shall have the right to stop the work giving prior notice for such time during which such stoppage is found absolutely necessary. For such stoppage the contractor will be given 24 hours notice and no claim for idle labour/transport etc. shall be entertained by the corporation (UCIL). If the performance of the contractor is not found satisfactory, the contract will be terminated within one month after giving due information to the contractor in writing by UCIL. UCIL will have sole discretion in this regard.
52. Running account bills can be raised by the contractor for every month. 75% adhoc payment shall be made within 15 days and balance 25% shall be made within one month from date of certification of bill by Engineer-in-charge after necessary recoveries.
53. Bills will not be released, if minimum wages is not paid in presence of UCIL's representative and payment Certificate obtained. The certificate to be enclosed with the bill.
54. **WEIGHMENT:**
- The Weighment and measurement of ***Tailings*** will be made on the Weigh Bridge at the works of UCIL. Each loaded/Empty vehicle will be certified by authorized representative of UCIL at the unloading station i.e. for transportation of Tailings weighment shall be certified from weighing station at **Narwapahar/Turamdih**. However at the sole discretion of UCIL weighment of loaded and empty vehicle can also be taken from the loading station if the circumstances so require.
55. There shall be no payment for idle charges of the contractor's equipments due to any reason.
56. Quantity of tailing sand mentioned in schedule of items is estimated quantity for a period of **12(Twelve) months**. This may vary to any extent either in higher or lower side of individual item. Contractor's claim of any kind of quantity variation, if occurs shall not be entertained.
57. The contractor shall bear all costs and expenses for the execution of the contract. The corporation shall bear no liability whatsoever on any account except of payment for the work done at the accepted rates subject to the terms and conditions of the contract.
58. Speed limit of Hyva outside and inside plant/Mine premises should not be more than 40 K.M./Hr. and 20 K.M./Hr. respectively.



59. **There will be no defect liability period for this work.**

60. **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.

(a) **Acceptable mode of payment of Initial Security Deposit:**

For deposit beyond Rs. 1.00 Lakh:

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

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

(b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deduction 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:**

50% 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 relevant condition.

(d) 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.

61. **Sales Tax & Income Tax, if applicable shall be recovered as per prevailing rules of the company.**

62. In case tailing sand is not available, the vehicles will be treated as idle and there shall be no payment for such idle moment. Besides the same there shall be no idle charges of the contractor's equipments due to any reason.

63. Canteen facilities to Contractor's labourers on **chargeable basis** may be provided by Corporation on request of the contractor at the discretion of corporation, subject to availability.



64. Limited first-aid facilities to the extent available at working site shall be extended to Contractor's employees on **chargeable basis** at the discretion of the Corporation.
65. 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.
66. 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.
67. Incase of exigencies the contractor is required to transport **more than scheduled quantity of tailing sand for a shorter period on same rates & terms and conditions** to meet the requirement of mine.
68. Contractor must quote their rate in words and figures against the item in schedule of quantities supplied along with this tender. If any contractor fails to quote the item, their tender shall strictly be treated as invalid.
69. **Fire Extinguisher:-**
Two Nos. of DCP/ABC store pressure type fire extinguisher should be installed with suitable clamps on Hyva/dumpers such that in case of emergency user can handle these extinguisher without any hindrance.
70. Quantity of any individual item may vary to any extent and be excluded altogether, transporter will carry out all works up to a total variation of + **20%** (Twenty) on the contract price and all quoted rates shall remain firm within this limit.
71. Special condition of contract –supersedes the general conditions of contract wherever applicable.
72. ***The quoted rate should be inclusive of all taxes and duties excluding service tax.***
73. ***Contractor should submit e-challan (soft copy in excel format) along with the R.A. bills to facilitate fast clearance of bills.***
74. Conditional tender will be summarily rejected.

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SAFETY OF CONTRACTOR' S EMPLOYEES

- 1.0.0 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 additions, to the safety provision already included the safety requirements recommended by the V.T. Centre, Narwapahar/Turamdih for a specific contract.
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.
- 2.0.0 Contractors shall have a full time Safety office/Engineer when the contractor employs 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons, his safety representative shall be employed in high supervisory capacity and his safety duties may be in addition to other technical or administrative duties.
- 1.0.0 Contractor shall have at least one person fully trained in First - Aid present at the site of work all the times.
- 1.0.0 Contractors must report to the V.T. Centre, Narwapahar/Turamdih through their Engineer-in-charge every accident involving
- their personnel
 - UCIL property or personnel
 - Property or personnel of other contractors working on the site
- 1.0.0 Contractor must report to V.T. Centre, Narwapahar/Turamdih through immediately on becoming aware of any accident of Type - A (See Appendix - 1) giving the following information
- Name of the informant
 - Nature and location of incident being reported
 - Name of Supervisor/Engineer-in-charge, Location and Telephone No.
 - Where he 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).
- 4.2.0 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.
- 4.3.0 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.

- x - x -



APPENDIX – I
CLASSIFICATION OF ACCIDENTS

Type – A

1. Fatal Injuries
2. Serious Injuries such as fracture, dislocation, severe burns etc.
3. Any Injury to give or more persons

Type – B

1. Minor Injuries, which result in laceration, abrasion, contusion etc.
2. Disabling injuries but not requiring hospitalization.

APPENDIX – 2

(F O R M – A)

ACCIDENT INVESTIGATION REPORT

Name of the contractor and Project: :

Nature of the Contract: :

Name of the Engineer-in-charge: :

Name of the Injured Person: :

Age: :

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 wrong condition that was responsible for the accident? :

What was wrong with the working methods/ instruction? :

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

Name of the Witnesses : 1.

2.

Safety representative's remarks with Signature & date :



यूरेनियम कॉरपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

नरवापहाड़ खान

CIN: U 12000 JH 1967 GOI 000806

निविदा सूचना संख्या-682



APPENDIX – 3

(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 persons 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/charged
Machine		
Handling materials		
Fall of persons		
Hand Tools		
Fire/ Explosion		
Collapse of excavation/ structure		
Electrical shock/ burn		
Miscellaneous		

Remarks:

Signature of Safety Representative



QUESTIONNAIRE -I

1. Have you deposited requisite E.M.D. as per terms and conditions of Tender document?
2. Have you enclosed Audited Balance sheet for last 3 years?
3. Have you enclosed Profit & Loss Account for last 3 years?
4. Have you enclosed Proof of Registration of your firm/company?
5. Have you signed all the pages of Tender document?
6. Have you enclosed copies of work orders of works mentioned as previous experience for qualifying in the technical bid?
7. Have you enclosed the completion certificates of works mentioned as previous experience for qualifying in the technical bid?
8. Have you considered the no. of Hyva or equivalent vehicle/loaders as mentioned in N.I.T. is sufficient for the work described in N.I.T. because successful contractor will not be allowed to divert any of the equipments for other works?
9. Have you seen/checked the route and formalities for tailing sand from Turamdih Tailing Sand Paddock to Narwapahar Sand stowing plant?
10. How many trips do you propose to do per day within 24 hours with the list of equipments mentioned in Sl. No. 1?
11. Mention approximate No. of drivers/Helpers and staff including supervisor proposed to be engaged for this job?
Drivers
Khalasi
Helper
Supervisor
12. Have you done the job of transportation with Hyva or equivalent vehicle in the past?
13. Have you done the job of your own? (Because subletting is not permitted and hiring of dumpers/pay loader from other contractors is not desirable).
14. Do you agree that no transporting Tailing Sand will be done unless it is fully covered by tarpaulin as per specification?
15. Will you be able to transport average quantity Tailing and per day as per N.I.T.?
16. How much time to start the job from date of order?
17. Do you know that condition of Hyva with required documents (Road Tax, Insurance, Registration etc.) are to be got checked by Engineer-in-charge as required?

Signature of Tenderer

Date:



Sheet-I

DETAILS OF CREDENTIALS / INFORMATION SHEET ABOUT THE TENDERER / CONTRACTOR

1. Name of the Firm/Company of the tenderer :
2. Registered Office and address of the firm with Telephone and Fax No. if any for communication :
3. Name, designation, address of the person authorized to deal with this tender/work :
4. Nature of the registration of the firm: : Limited Co./Private Ltd./Partnership Co./Proprietor ship firm
5. Registration No. with date and Registering Authority :

6.	Name of Owner/Partners	Occupation	Address

7. If any details of the past experience of the firm.

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

8. Financial Particulars:

- a. Working capital – limit in cash/credit for, bill purchase/discount – forms etc. from the bank : Branch: _____ Value of Rs. _____

b. Value of work/turnover done during preceding three years:

Financial year	Value of work	Income Tax deposited

- c. Audited balance sheet and profit and loss account for the last 3 years :

9. Furnish copy of Income Tax Return for the last 3 years :
10. Income Tax PAN/GIR No. /TIN NO. :
11. Any other relevant Regn. No. if any :
12. Ownership of machineries equipments with tenderer : Details to be filled in enclosed format

Signature of Authorized Representative of Tenderer with their seal



Sheet- II

DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR

Details arrangement of ownership of various Transportation equipment furnished as enclosed with documents:-

Name of equipment/vehicles	Number	Capacity	Year of manufacture	Document details
1. JCB				
2. Pay Loader/Poclain				
3. Hyva				
4. Any other equipment				

Signature of Authorized Representative of Tenderer with their seal

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