

LIMITED TENDER

**“EXCAVATION / EXTRACTION OF URANIUM ORE AT BANDUHURANG OPENCAST
MINE OF UCIL FOR A PERIOD OF 02 MONTHS”**

NIT No. BND / MIN-18(A)

LIMITED TENDER - ITEM RATE TENDER

F O R

**“EXCAVATION/ EXTRACTION OF URANIUM ORE AT BANDUHURANG OPENCAST MINE OF
UCIL FOR A PERIOD OF 02 MONTHS”**

1. Hard copy of EMD and Tender (Technical & price bid) shall be submitted in two different sealed envelope to Manager (Personnel), Turamdih Mines, P.O- Sundernagar, Dist.- East-Singhbhum, Jharkhand-832107 within the due date of tender submission.

Note: 1) Conditional tenderer shall be rejected.

- 2) Contractor should deal with all administrative / local problems with local administration for execution of work on UCIL acquired land at his own cost.

Tenderer are advised to quote their rate as per N.I.T Conditions only.

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N.I.T. No.: BND / MIN – 18(A)

Tenders are invited for the execution of following works through Limited tendering:

1	Name of the work	EXCAVATION/ EXTRACTION OF URANIUM ORE AT BANDUHURANG OPENCAST MINE OF UCIL FOR A PERIOD OF 02 MONTHS
2	Earnest Money Deposit through Demand Draft/Bankers cheque/BG in favor of UCIL	Rs. 3,16,972 /- (Rupees three lakh sixteen thousand nine hundred seventy two only)
3	Duration of Contract	02 (two) months from the date of commencement of work.
4	Estimated value of Work	Rs. 3,16,97,190 /- including GST
5	Last date of submission of completed bid	24.04.2026 upto 1:00 pm
6	Tender price bid Opening	24.04.2026 after 3:00 pm

- i) Hard copy of EMD and Tender (Technical & price bid) shall be submitted in two different sealed envelope **as per last date of submission.**
- ii) Tenderers registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small Enterprises (MSE), for the tendered work will be exempted for EMD **as per GEM guidelines.** The tenderer should enclose an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME, Udyam and SSI of grant of exemption. PSUs, State Govt. undertaking are exempted. For exemption for submitting EMD and in case of UDYAM/ MSME/SSI/NSIC units, proper and valid documentary proof shall be submitted.
- iii) The Corporation reserves the right to accept or reject any or all the tenders in full or part and the tenderers shall be bound to perform the same at his quoted rates.

Note: Hard copy of EMD and Tender (Technical & price bid) shall be submitted in two different sealed envelope to Manager (Personnel), Turamdih Mines, P.O- Sundernagar, Dist.- East-Singhbhum, Jharkhand-832107 within the due date of tender submission.

URANIUM CORPORATION OF INDIA LIMITED

DETAILED NOTICE INVITING TENDER

1. Item Rate limited tendering are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda for **“EXCAVATION / EXTRACTION OF URANIUM ORE AT BANDUHURANG OPENCAST MINE OF UCIL FOR A PERIOD OF TWO MONTHS”**.
2. The Tender shall be in prescribed form and it shall be valid for a minimum period of 03 months from the date of opening of Tender. Should the Tenderer modify or withdraw his tender within the said period of 03 months from the date of opening the Tender, Earnest Money deposited by the Tenderer shall be forfeited.
3. The works are required to be completed within **02 months** from the date of commencement of the work.
4. By submitting a tender for the work, a 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 respect according to the specification and other working 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 in Charge. Site will be handed over to the contractor as it is.
5. Bidders 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 etc 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 generally, Tenderer 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 inspects it or not and no extra changes consequent on any miss understanding or otherwise shall be allowed.
6. Bidder shall submit their offer strictly in accordance with the technical conditions & as terms and conditions of tender document without any deviation before submission of tender, Bidders are advised to make themselves fully conversant with the conditions of tendering, General conditions and Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
7. Submission of a up-loaded 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 of considerations of local conditions, liaison with state machineries /villagers etc and other factors bearing on the execution of the work.
8. All rates shall be quoted on the Tender form including GST.
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 Bidder 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.
11. Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
12. Tenderer shall have to comply with provision of Contract Labour (Regulation & Abolition) Act 1970 and rules appended there under, if applicable to him.
13. The Corporation does not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
14. 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.
15. This notice of Tender shall form a part of the Contract documents.
16. Conditional tender shall be cancelled without any prejudice.

PROJECT SYNOPSIS AND GENERAL INFORMATION**1.0 PROJECT SYNOPSIS**

Banduhurang Opencast mine site lies about 2 km North-West of UCIL's Turamdih Mine. Banduhurang Mine lies just beyond the boundaries of the land acquired by UCIL for Turamdih Project.

Banduhurang Uranium deposit is of comparatively much lower grade than the other uranium deposit being mined in India. The opencast method of mining is being practiced at Banduhurang Mine. The mining operation started in the month of June 2005 and the mine is under operation and producing Uranium ore @ 3500 tpd till date.

The mining method at Banduhurang mine involves 6m/12m high ore benches, breaking the rocks with explosives and rock breaker, loading the material with excavators and hauling with tippers/dumpers. Mining will be carried out by Excavator – Tipper combination primarily by top slicing method as is being practiced.

Mine Design Parameters:

Ore benches	6 m/12m height & about 40 m working width
Bank Slope Angle	80 ⁰ (degree)
Gradient of haul road	1 in 16
Ultimate berm width	As per DGMS Permission.

1.1 Geology

Banduhurang mineralization falls within the persistent horizon of chloritic schist. The horizon of chloritic schist is bordered by arkosic rocks on south. The arkosic formation at places has undergone soda-metasomatism giving rise to soda granite. The boundary between above two, often is delineated by impersistent bands of talcose sericite schist and quartzite. Northern boundary is not so well defined due to frequent soil covers.

In the upper levels of the chlorite schist, small bands and patches of feldspathic schist, and silicified schist/quartzites found to occur discontinuously. The occurrence of feldspathic schist is more frequent and prominent on the western part of the deposit where as it is almost insignificant on the eastern part. The geological study of the area broadly reveals that the uranium mineralization is confined within chlorite, Feldspathic-chlorite schists, while the sericite quartz schist is devoid of any radioactivity and appear to act as a footwall marker horizon of uranium in mineralization.

In Banduhurang Mine, three sets of joints are prevalent in the area, however, the most prominent joint sets dip at 47⁰ towards N 28⁰ other two joint sets of less significant nature dip at 65⁰ towards N 118⁰ and 81⁰ towards N 297⁰ respectively. The joint sets are smooth planar to slightly undulating.

The average rock strength characteristics are:

RQD	80%
Compressive strength	120 MPa
Tensile strength	15 MPa

1.2 Environment Management Plan

There are number of control measures under the scheme of Environmental Management Plan. The basic two main control measures under the Plan are as follows:

1.2.1 Water Pollution Control: The transport vehicles and other HEMMs are washed in designated area, surrounded by garland drain which leads to a settling pit with oil and grease trap. Surface run-off water from the dump area and pumped out water from this mine pit shall be sent to a desilting pond to settle out suspended solids.

1.2.2 Air Pollution Control: To reduce dust from haul roads, the following measures will be taken:

(a) Water shall be sprinkled on the haul roads at regular intervals.

- (b) The main road for transportation of ore from mine to plant shall be metalled road.
- (c) Over loading of transport equipment shall be prevented in order to stop spillage.

- 2.0 Project Site** : Banduhurang Opencast Mine.
- 2.1 Executing Agency** : Uranium Corporation of India Limited
(A Govt. of India Enterprise)
P.O. Jaduguda Mines
Dist. Singhbhum (East)
Jharkhand – 832 102
- 2.2 Location (Plant)** : Latitude – 22° 43' 15" N to 22° 43' 45" N
Longitude - 86° 9' 45" E to 86° 11' 30" E
- 2.3 Rail/Road Connection:**
The nearest railway station is Tatanagar about 6 Kms. North of the site and is connected to Tatanagar – Hata – Chaibasa Road.
- 2.4 General Topography:**
The site is confined within the moderately risen hillocks having maximum elevation of 228m from the MSL.
- 2.5 Climatic Condition:**
- | | | |
|--|---|---------|
| i) Peak ambient temperature | : | 46.6 °C |
| ii) Lowest ambient temperature | : | 5 °C |
| iii) Average daily max. temperature in the hottest month May and June | : | 40 °C |
| iv) Average daily min. temperature in the coldest month December & January | : | 11 °C |
| v) Annual Average rainfall | : | 1391 mm |
| vi) Max. relative humidity | : | 100 % |

TECHNICAL CONDITIONS**DESCRIPTION OF WORK****1.0 SCOPE OF WORK**

The scope of work involves Excavation / Extraction of Uranium ore reduced to size minus (-) 400 mm shall be removed from quarry and transported to a designated dumping point Mill Hopper at an average distance of approximately 7.0 km from quarry face or at designated ore yard near ground hopper.

1.1 Method of Mining

Mining has to be done in open cast method maintaining 6m/12m high benches for ore in close proximity to ore benches. If required, beyond ore zone, should be preferably combined to form 12 m high benches. The width of benches should be adequate as per statutes and for easy movement of machineries.

The bench slope, ultimate pit slope, location & width of safety berms and location of permanent haul roads shall be strictly as per the drawings given by the corporation.

1.2.1 There are some portions of the mine benches where ultimate bench width is to be finalized w.r.t. ultimate pit design & for this purpose, crawler / tyre mounted drill of 100 mm to 150 mm dia. shall be required to drill blast holes starting from 6 m to 7 m length as per the instruction of Engineer-in-charge or any of his representatives may also will be required, if needed, for pre-splitting holes to maintain ultimate pit angle of the required benches on avoiding back break of the benches. The contractor must ensure the availability of the drill for pre-splitting as mentioned within the time frame determined by Engineer in-charge.

1.2.2 Since pre-splitting is a special type of drilling & blasting operation, it has to be executed carefully by the contractor.

1.2.3 Banduhurang mine requires exploratory drilling at production benches time to time as the instruction given by UCIL management. The length of the exploratory hole shall be 6 m. The exploratory hole drilling shall be in the scope of the contractor.

1.3 Mechanical equipment

Entire mining operation includes drilling, blasting, excavation, loading, transport, dozing, cutting of drainage channels, water spraying, etc. has to be carried out deploying mechanized equipment.

The indicative list of major equipment/fleet to be deployed by successful contractor is given below:

Sl. No.	Equipment	Capacity	Minimum fleet strength
1	Hydraulic loading shovel	3 to 4 m ³	1
2	Tippers / Dumpers	25 ton to 35 ton	4-6
3	Drilling machine	100 to 150 mm dia	2
4	Bull dozer	180 hp	1
5	Wheel loader	2 to 4 m ³	1
6	Rock Breaker	Min. 15 ton breaking capacity	2
7	Water Sprinkler	12 KL	1

The above list of heavy earth moving machinery's (HEMM) is to be deployed by the contractor on approval of Engineer-in-charge during the execution of entire period of contract. However, the contractor can deploy HEMM of higher capacity with approval of Engineer-in-charge of UCIL.

The list of all equipment shall be submitted to engineer in charge with full details including ownership, use till date, make and model etc. These should be brought to the site only after approval. However, this approval will not be considered as approval of health and suitability of equipment.

Engineer- in -charge shall have the right to reject any vehicle / equipment on ground of age, condition, safety and suitability. All equipment shall comply with the latest statutory requirement of DGMS.

The contractor shall ensure that all equipment are kept well maintained and in good safe working order for judicious deployment so that the progress of the work is fast and with due safety. The equipment shall be provided with all safety devices as required by latest DGMS guidelines and circulars. The operator shall have valid license for operation of equipment during the period of their deployment. All equipment shall have emission norms within the permissible limit of statutory requirement. The deployed equipment should have valid registration and fitness documents.

1.4 Quantity

Excavation rate for Ore:

The Contractor shall ensure that the monthly rate of Excavation shall be approximately 90,000 MT including ore subject to maximum variation of + 10%. The figure is indicative and not sacrosanct and likely to change depending on the requirement and situation.

The quantity of uranium ore @ 3000 tpd with a size of (-) 400 mm will be excavated and dumped at ground hopper of Turamdih mill or at the designated ore yard near ground hopper. The contractor shall take precautions to ensure that no boulder of more than 400mm (i.e. + 400mm) size is transported to mill hopper. He shall at his own expense ensure that oversize boulders are resized at a designated point before they are fed to mill hopper.

1.5 Setting out

1.5.1 The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by UCIL in writing. If at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor, on being required to do so by UCIL, shall at his own cost rectify such error to satisfaction of UCIL. Such rectification shall not in any way relieve the contractor of his responsibility of the correctness there of and the contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the works.

1.5.2 Maintenance of records

All operational and manpower records and any other records specified from time to time shall be maintained in an easily retrievable format on a PC (format provided by UCIL). Such a PC shall be placed at a location freely assessable to UCIL officials. Records maintained in such a manner shall be in addition to and not a substitute to maintenance of records as specified by law.

1.5.3 Dewatering and pumping

In the scope of UCIL

1.5.4 Mine Lighting & pumping

In the scope of UCIL

1.5.5 Plantation

In the scope of UCIL

1.5.6 Quality of Uranium ore

The contractor shall exercise due care to excavate uranium ore cleanly and without any mixing with overburden/waste rock etc. UCIL or its consultant shall provide adequate guidance through mine plans and/or at site to identify the ore blocks at each mining bench. All excavated uranium ore will be sent to bulk ore analyzer (en-route to dump hopper at crushing plant) for automatic analysis of ore loaded in tipper. Only those tippers which are given clearance at the bulk ore analyzer should be taken to crushing plant.

The criteria for above clearance will be the cut off U_3O_8 content of ore, which will be intimated to contractor. **Contractor shall ensure supply of sized ore (-) 400 mm to the Ground Hopper and ore yards as designated by Engineer-in-charge.**

Contractor shall take due care / ensure to maintain the ore grade as per direction of Mine Management on time to time and requirement basis. Also Contractor has to maintain grade as directed by Geologist.

1.5.7 Maintenance of dust free condition

The contractor shall have to make his own independent arrangements at his cost for sprinkling of adequate quantity of water in the mines, dump and roads so as to make the conditions dust free,

to the satisfaction of the Engineer-in-charge. He shall have to maintain 01 (one) number of water tanker with pressurized sprinkling system for the purpose.

Wet drilling / use of dust extraction system shall be practiced for drilling operation. Similarly, all technical means for dust containment and suppression in all other activities shall be used.

1.6 Method of work

- 1.6.1 The contractor shall carry out mining operation in accordance with the monthly mining plan approved by UCIL which will be provided to the contractor at least 3 days prior to commencement of the month. However, during finalization of monthly plan by UCIL, views of contractor will be taken into consideration. If any time before the commencement or during the progress of work, any part of contractor's plant, equipment or facilities, or any of his method of execution of work, appears to the company to be unsafe or inadequate or his organization insufficient to ensure the required quality and rate of progress of work, the engineer-in-charge may order the contractor to change or increase and improve his plant, equipment facilities, method of work, organization etc. and the contractor shall promptly comply with such orders. Absence of such orders from the company shall not relieve the contractor of his obligation to secure the degree of safety, the quality of work and the rate of progress required from the contractor for execution of his works under the contract. The contractor shall ensure safe operation and maintenance of his plant and equipment.
- 1.6.2 The execution shall have to be done by the contractor by preparing benches as per mining rules and regulations in force from time to time and / or as per the instructions given in writing by the UCIL and in accordance with Mines Act and all other relevant statutes.
- 1.6.3 The contractor shall ensure that final dressing of the bench faces and bench floors is done as per the statutory requirement. All overhangs and loose rocks shall be dressed down and cleaned and drains provided at every bench for collection of rain or seepage water.
- 1.6.4 The excavations shall have to be carried out by the contractor by deploying mechanical equipment viz. Hydraulic excavators, tipper etc. supplied by him. The contractor shall be responsible for bringing requisite manpower, tools, tackles, machinery, equipment etc. The contractor shall arrange proper maintenance and immediate repairs operation and efficient use of equipment. For this purpose contractor shall bring in trained personnel, requisite equipment and make spare parts readily available whenever required.
- 1.6.5 All jobs which require deployment of persons with driving licenses issued by competent authority shall be carried out by such persons only. The persons who are working on different machineries must get their authorization to work on these vehicles/ machineries from the engineer in charge.
- 1.6.6 The contractor shall make his own arrangement for transport of explosives and its accessories in an explosive van duly approved by department of explosive and shall have license of transportation of explosive.
- 1.6.7 **The Corporation (UCIL) will provide the blaster only to carry out blasting operation and the explosive and detonators will also be provided by the corporation on free of cost.** The contractor shall provide all assistance viz. Blaster helpers, Exploders, Ohm meter, Walkie Talkie etc. as may be required. The requirement of explosives is to be intimated well in advance by the contractor. The contractor in consultation with Engineer-In-Charge shall fix frequency & timing to carry out blasting operation. The contractor shall submit the explosive indent at least 24 hours in advance considering the quantum and type of explosives available in magazine to the Engineer-In-Charge. Corporation reserves the right to modify any indent if it is unreasonable in its opinion or in view of stock of explosives in the magazine.
Whenever the excavation reaches close to the proposed excavation limit, the controlled blasting and cleaning shall be executed with strict compliance as per instruction of Engineer –In-Charge so that the pit walls, approach roads, width of the benches, slopes are not damaged. The contractor shall ensure that no installation/ equipments/property of UCIL or other agencies working in and around the site shall be damaged.

1.6.8 Construction & maintenance of roads, footpaths etc.

The contractor will be responsible for construction and maintenance of Stable roads within the pit or outside the pit as per the requirement and in the ROM stockpile and dump yards, these yards will be identified by Engineer-In-Charge. He shall also be responsible for maintenance of above roads and shall take adequate care to prevent damage to any road constructed by the company or public road over which equipment will ply. He shall also erect suitable fencings as per the statutes at their own cost and as decided by the Engineer-In-Charge.

1.6.9 Spillage of Ore

The contractor shall ensure that the tipper should not be overloaded to avoid spillage. If any spillage occurs along the haul road and unloading point the same has to be re-handled at his cost.

1.6.10 Dilution of uranium ore and mining losses

The contractor should ensure the desired grade of ore through minimum dilution/ no dilution during excavation of ore as per direction of UCIL. Also he will ensure that losses of uranium ore from identified blocks are at minimum.

1.6.11 Rate of progress of work

If for any reason, the rate of progress of work is, at any time, in the opinion of UCIL too slow, to ensure completion by the prescribed time, UCIL shall so notify the contractor in writing and the contractor shall thereupon take such steps as are necessary and UCIL may approve to expedite progress so as to complete the works by the prescribed time or extended time as allowed by engineer-in-charge.

2.0 Equipment, temporary works and material

2.1 Plant etc. exclusive use for the works

All the equipment, temporary works and materials provided by the contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the UCIL which shall not be unreasonably withheld.

2.2 Removal of plant etc.

Upon completion of works, the contractor shall remove from the site all the said equipment.

2.3 Design of equipment shall not be altered

The original size of the dump body of the dumpers as supplied by the manufacturer and approved by RTO/DGMS shall not be increased without specific approval of RTO/DGMS and the consent of the Manufacturer. Such approval shall be sought only after a written consent is taken from UCIL. This applies to all other equipment used by the contractor too.

3.0 Communication System

The contractor shall maintain a suitable and sufficient proper communication system.

Annexure-1

PRICE SCHEDULE FORMAT – REFERENCE ONLY			
Sub: “Excavation/ Extraction of Uranium Ore at Banduhurang Opencast Mine of UCIL for a period of two months”			
Sl. No.	Item Description	Unit	Quantity
A	B	C	D
1	Excavation of Ore with breaking arrangement by the contractor reduced to size -400 mm. This shall be inclusive of drilling for production, blasting, loading, transportation upto ground hopper of Turamdih Mill at a distance of 7 km (approx.) from loading face (including cost of POL), dumping, leveling, construction and maintenance of haul roads and dust suppression.	Metric Tonne (MT)	150,000

Note:

1	This work will involve equipment equivalent to 1 Excavator EC380DL, 4-5 Tippers FMX460, 2 drill machine (4") dia, 2 Rock breaker EC210D, 1 Dozer D80, 1 Wheel Loader L958F.
2	No any escalation will be paid against this work.
3	Total of 170 manpower including 120 local displaced manpower will be deployed in this work in skilled and semi-skilled category.
4	Bonus @ 8.33%, PF and Insurance to be paid against this work.
5	Explosive, Detonator and Electricity will be supplied by free of cost by UCIL.
6	Dewatering will be done by UCIL.

Note: Bidders to note the following while submitting Price Bid:

1. The quoted rates should be inclusive of entire operation and arrangements as outlined with cost of all materials, labour charges, pre-medical of labour charges, cost of all mining activities, cost of deploying, running and maintenance of HEMM and other equipment, other activities like liaison with Govt., regulatory authority and villagers etc.
2. The rates quoted shall remain firm for entire period of contract except in case of variation of price of diesel, material and labour which shall be calculated by the formulae provided in the tender.
3. The quoted rate should be inclusive of GST, all applicable taxes, duties, levies etc.
4. Validity shall be 90 days from the due date or extended due date (as applicable) of opening of bid.
5. Fresh imposition /statutory variation of any taxes, duties, levies by the statutory authorities/local bodies etc. after the date of submission of the Original online Price Bid and during the currency of the contract shall be UCIL's account. However, if there is any delay in execution beyond contractual period due to reasons not attributable to the UCIL, the consequential upward statutory variation/ fresh imposition of taxes and duties during the extended period shall be to CONTRACTOR's account. However, benefit of downward/deletion of statutory variation and withdrawal of any existing taxes and duties shall be passed on to the UCIL.

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 P.O - Jaduguda, Dist. - East Singhbhum, Jharkhand -831012 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 approved by Competent Authority.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
 - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
 - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.

- o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.
- p) The 'overburden' shall mean the excavated rock other than Uranium Ore.

B) SCOPE AND PERFORMANCE:

4. Contract Documents:

The Contractor shall download the contract documents from GeM portal and the Contract documents shall not be provided by UCIL in Hard/Soft Copy.

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 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 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 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) The item description should be clear and unambiguous.
- b) In case of item rate tender, only quoted rate shall be considered.
- c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
- d) where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

9. **Security Deposit:**

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

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

- i) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
- ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a)(iii).
- iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

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

- (b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- (c) Refund of Security Deposit: Initial security deposit shall be refunded to the contractor on the EIC Certifying in writing that the work has been completed as per condition 31 hereof etc.
- (d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

(e) **FORFEITURE OF SD & RETENTION MONEY**

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

Conditions under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.

10. **Deviation/Variation Extent & Pricing:**

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation

being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with tender condition .

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

- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus.
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

10.2 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.

11. Suspension of works:

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

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

UCIL may at any time temporarily stop the work under the order or any part thereof. EIC may issue a written order, by way of notice, which he may deem fit, to the contractor for suspending the work for the reasons mentioned in the said order. UCIL will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension.

If the work is suspended for the reasons not attributable to the contractor, he shall be entitled for time extension. The engineer in charge shall determine the duration of extension of time under clause 12 to be granted to the contractor, provided the contractor applies for extension of time within 14 days from the order of suspension of the work.

However, suspension of work or any slow down occurred due to strike or dispute with any group of people by the contractor or his employees shall be count for delay/non fulfillment of agreed rate of progress and will be treated as the reasons attributable to the contractor.

If the work is suspended for the default of the contractor, he will be liable to pay all consequential losses and damages suffered, owing to such suspension. Amount of losses and damages suffered shall be computed by the engineer in charge and shall have to be intimated to the contractor within 14 days from the order of suspension of the work.

No holding charges for machineries, equipment, plant etc shall be paid to contractor for suspension of work for any reason whatsoever.

12. TIME AND EXTENSION FOR DELAY:

The time allowed for execution of the works as specified in the Schedule - 'F' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The works are required to be completed within **02 months** from the date of commencement of the work. Date of Commencement shall be within mobilization period of **07 days** from the date of issue of work order. 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.

12.1 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.

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

12.3 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.

12.4 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.

Except where otherwise specifically provided in the order, the Contractor shall submit to UCIL their claim for an extension of the Completion period together with particulars of the event or circumstances justifying such extension as soon as reasonably practicable after the commencement of such an event or circumstances. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligation under the order.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 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. MATERIALS:

13(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.

13(a)1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall,

if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.

13(a)2. The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

13(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

13(a)4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

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

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

13(b) Materials to be supplied by the Corporation:

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

13(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates

to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.

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

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

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

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

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

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

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

13(c) GENERAL:

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

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

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

14. LABOUR:

14.1 Engagement of Labour:

The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise giving reasonable regard to local conditions and save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof. Interstate migratory labour will not be allowed unless permitted legally. The contractor shall give preference to retain the work persons who have worked in Banduhurang opencast mine, land displaced persons, affected villagers and villagers within 5 KM distance from the mine premises. The total strength of manpower may exceed upto 350 persons including all categories of workers but excluding officers.

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.

14.2 Return of Labour:

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.

14.3 Minimum Wages:

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.

14.4 Contract Labour (Regulation & Abolition):

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.

14.5 Contractor to Abide by Various Acts:

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, Bonus Act, 1965 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.

- 14.5(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.

14.6 **Non-observance of Contract Labour Act:**

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

14.7 **Indemnity:**

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.

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.

14.8 **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.

14.9 **Disorderly Conduct:**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

15. 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.

16. 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.
17. **SETTING OF THE WORKS:**
The Engineer-in-Charge shall submit the information necessary to enable the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances required and set out the work and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.
18. **SIDE DRAINAGE:**
All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor expenses.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **INSPECTION AND APPROVAL:**
All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

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

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

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

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

26.1 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.

26.2 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.

26.3 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.

27. **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.

28. **UNCOVERING AND MAKING GOOD:**

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

29. **WORKING ON HOLIDAYS:**

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

30. **COMPLETION CERTIFICATE:**

30.1 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.

30.2 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.

- 30.3 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.
- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

31. **COMPENSATION FOR DELAY:**

- (a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding taxes and duties)
- (b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- (c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

- (d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.
- (e) All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.
- (f) The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
- (g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

32. DEFECTS LIABILITY PERIOD:

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

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

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

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

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

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

- 33.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial

Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

- 33.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 33.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 33.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 33.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

34. 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.

35. 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.

- 35.1 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.

36. SUB CONTRACTS:

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

37. 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.

- 37.1 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.
- 37.2 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.
- 37.3 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.

38. 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.

- 38.1 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.

However, save as provided hereinabove, the Contractor shall have no further claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works, but which he did not derive in consequence of the fore closure of the whole or part of the works.

39. **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.

40. **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.

40.1 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.
- 40.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
- 40.3 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, 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.
- 40.4 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.

41. **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 reconstruction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense not withstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

42. **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.

43. **CHANGE IN CONSTITUTION:**

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

44. **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.

45. **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.

- 45.1 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.
- 45.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 45.3 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.
- 45.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 45.5 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.
- 45.6 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.

46. **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.

47. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned 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.

47.1 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.

47.2 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.

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

48. **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..... two months

b) Contract amount exceeding Rs. 5 Lakhs three months

49. 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.

50. **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.

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

- 50.2 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.
- 50.3 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.
- 50.4 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.

51. DISPUTE RESOLUTION MECHANISM AND LAW:

51.1 CONCILIATION:

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

51.2 MEDIATION:

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

51.3 AMRCD

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

51.4 Arbitration:

Any disputes or differences where 51.3 is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the **value of the dispute** and not the **value of the contract** which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

51.5 Jurisdiction Clause:

Jurisdiction of court shall be either the place where the work is executed or where the supply of materials is being made.

51.5 WORK TO CONTINUE:

Works under the Contract should be continued by the Contractor during the pendency of the above dispute resolution mechanism procedure, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or by the order passed by the court having jurisdiction mentioned hereinabove.

52. 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).

53. METHOD OF BLACK LISTING/ BAN VENDORS AND REVOCATION OF BAN:

Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing of vendor's /contractor's name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. Names of such black listed vendors shall be widely circulated among all the units. However, CMD can revoke any black listing order subject to adequate justification for the same.

Further the competent authority CMD may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of:

If security considerations including question of loyalty to the state so warrant.

If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.

If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, in case of default, bad performance, misconduct, evasion or habitual default in payment of any tax levied by law, etc.

The E.M.D. of such tenderer shall be forfeited on the basis of recorded reasons and with the approval of the competent authority. If such report is received after opening of price bids, but before award of order/work order then also quotations /tender of that tenderer shall be rejected and EMD forfeited after recording the reasons and with the approval of the competent authority.

Orders to ban a vendor shall be passed by Head of the unit in case of unit and CMD in case of HO. All such banned orders should be well publicised so that banned vendor is not engaged by any unit of UCIL.

An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

Under exceptional circumstances, the Competent Authority at HO may on a review, revoke a ban

Clause of blacklisting of vendors as mentioned above is to be incorporated in General Conditions of Contract (GCOC).

54. ENGINEER AND ENGINEER'S REPRESENTATIVE

54.1 Engineer's Duties

The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.

54.2 Engineer's Representative

The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the works and to test and examine any plant, equipment, component, materials or workmanship employed in connection with the Works. The Engineer's Representative shall have no authority to relieve the Contractor of any of his obligations under the Contract nor except as expressly provided in the Contract, to order any work involving delay in completion or any extra payment to the Contractor by the Corporation nor to make any variation to the works.

54.3 Engineer's Power to Delegate

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers, discretion, functions and/or authorities vested in him and he may at any time revoke any such delegation. The Engineer shall furnish to the Contractor a copy of any such written delegation or revocation. No such delegation or revocation shall have effect until a copy thereof has been delivered to the Contractor. Any written decision, instruction or approval given by the Engineer's Representative to the Contractor in accordance with such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer provided always that:

- (a) Any failure of the Engineer's Representative to disapprove any Plant, equipment, component, material or workmanship shall not prejudice the power of the Engineer thereafter to disapprove such plants material or workmanship and to order the rectification thereof in accordance with these Conditions.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineers Representative he shall be entitled to refer the matter to the Engineer who will thereupon confirm, reverse or vary such decision in accordance with Clause 13 (Engineer's Decisions).

54.4 Engineer to Act Fairly

Wherever by these Conditions, the Engineer is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval or to determine value or otherwise take action which may affect the rights and obligations of either the Corporation or the Contractor, the Engineer shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances.

55. Contractor to Inform Himself Fully

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself fully, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the Site and the accommodation he may require and, in general shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect his Tender. If he shall have any doubt as to the meaning of any portion of the Tender documents, he shall set forth the particulars thereof and submit them to the Corporation in writing for clarification. information thus had or otherwise obtained from the Corporation shall not in any way relieve the Contractor from his responsibility for supplying the plant and equipment and or executing the works in terms of the specification, including all detailed and incidental work and supply of all accessories, apparatus or materials which may not have been specifically mentioned in the Specification or drawings, but otherwise necessary for ensuring complete erection and safe and efficient commercial working of the plant and equipment and / or complete execution of the works.

56. Indirect or Consequential Damage

Except as provided in General conditions (Gross Misconduct) the Contractor shall not be liable to the Corporation by way of indemnity or by reason of any breach of the Contract for loss of use (whether complete or partial) of the Works or of profit or of any contract or for any indirect or consequential damage that may be suffered by the Corporation.

56.1 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

57. LIABILITY FOR ACCIDENTS AND DAMAGE

57.1 Care of the Works

The Contractor shall take full responsibility for the care of the works or any Section or Portions thereof until the date stated in the Taking-over Certificate issued in respect thereof under general conditions Clause Taking Over and in case any damage or loss shall happen to any Portion of the works not taken over as aforesaid, from any cause whatsoever (save and except the damages to works at site caused by the

excepted risks as defined in Sub-Clause 2 of this Clause the same shall be made good by and at the sole cost of the Contractor and to the satisfaction of the Engineer. The Contractor shall also be liable for any loss of or damage to the works occasioned by him or by any Sub-Contractor in the course of any operations carried out by him or by his Sub-Contractors for the purpose of completing any outstanding work or complying with his obligations under Clause Defects.

57.2 Damage to persons and property before taking over

The Contractor shall indemnify the Corporation in respect of death or injury to any person and of all damages to any property (other than property forming part of the works not yet taken over) occurring before all the works shall have been taken over and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith that shall be occasioned by the negligence of the Contractor or any Sub-Contractor or by defective design (other than a design made, furnished or specified by the Corporation and for which the Contractor has disclaimed responsibility giving appropriate reasons in writing within a reasonable time after the receipt of the Corporation's instructions), materials or workmanship but not otherwise. Provided that the Contractor shall not be liable by virtue of this Sub-Clause in respect of damage or injury attributable to defects in any Section or Portion of the Works taken over.

57.3 Damage to persons and property after taking over

If there shall occur any loss of or damage or injury to any property (other than property forming part of the works not yet taken over) or person while the Contractor is on the Site for the purpose of making good a defect in any Section or Portion of the Works pursuant to Clause Defects or for the purpose of carrying out Tests on Completion of any such section during the Defects Liability Period as provided in Sub-clause (Interference with Tests) the Contractor shall be liable as follows:

- (a) In respect of loss of or damage to the said Section or portion the Contractor's obligation shall be as defined in general conditions Clause Defects.
- (b) In respect of damage or injury to any other property or to any person and of any actions, claims, demands, costs, charges and expenses arising in connection therewith the Contractor shall be liable to the extent that such damage or injury was caused by the negligence of the Contractor or a Sub-Contractor while on the site as aforesaid or by defective materials or workmanship used in making good the said defect but not otherwise.

The said section or portion of the works shall be defined by reference to the Taking Over Certificate issued in respect thereof pursuant to Clause Taking over.

57.4 Damage to Persons and Property from a Cause occurring before taking over

If there shall occur, after the commencement of the Defects Liability Period in respect of any Section or Portion of the Works, any loss of or damage or injury to any property (other than property forming part of the Works not yet taken over) or person as a result of a cause occurring prior to the commencement of the Defects Liability Period the Contractor's Liability shall be as follows:

- (a) In respect of loss of or damage to the said Section or Portion the Contractor's obligations shall be as defined in general conditions Clause Defects.
- (b) In respect; of damage or injury to any property or to any person and of any actions, claims, demands, costs, charges and expenses arising in connection therewith the Contractor shall be liable to the extent that such damage or injury was caused by the negligence of the Contractor or a Sub-Contractor or by defective design (other than a design made, furnished or specified by the Corporation and for which the Contractor has disclaimed responsibility giving appropriate reasons in writing within a reasonable time after receipt of the Corporation's instructions) materials or workmanship but not otherwise.

57.5 Claims for damage to persons or Property

In the event of any claim being made against the Corporation arising out of the matters referred to in and in respect of which the Contractor may be liable under this Clause, the Contractor shall be promptly notified thereof and may at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from. The Corporation shall not, unless and until the Contractor shall have failed to take over the conduct of the negotiations or litigation, make any admission, which might be prejudicial thereto. The conduct by the Contractor of such negotiations or litigation shall be conditional upon the Contractor having first given to the Corporation such reasonable security as shall from time to time be required by the Corporation to cover the amount ascertained or agreed or estimated, as the case may be of any compensation damages, expenses and costs for which the Corporation may become liable. The Corporation shall at the request of the Contractor, afford all available assistance for any such purpose and shall be repaid all reasonable costs incurred in so doing.

58. FORCE MAJEURE:

Force majeure shall mean any unforeseen circumstances at site which is beyond the control of the parties to the contract e.g.; Natural disaster/calamities, war, invasion act of foreign enemies, riot and civil war. If any party considers that any circumstances of force majeure have occurred which may affect performance of its obligation, it shall notify the other party within 14 working days and the other party may accept the contention of the party involving the force majeure closure or reject the contention in writing giving reasons written 14 days thereof.

Upon the occurrence of any circumstances of force majeure the contractor shall endeavor to continue to perform its obligations under the contract as far as possible. The contractor shall not be absolved from its obligations, which arose prior to or after the period of the force majeure event. The contractor shall notify the engineer of the steps it proposes to take including any reasonable alternative means for performance, which is free from the force majeure circumstances. However, the contractor shall take steps only at the direction of the engineer and no charges in any form shall be paid to Contractor.

59. REMEDIES AND POWER

59.1 Default of Contractor

If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall make an arrangement with or assignment in favour of his creditors, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the Corporation first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in writing that in his opinion the Contractor.

- (a) has abandoned the Contract, or
- (b) without reasonable excuse has failed to commence the works or has suspended the progress of the works for twenty-eight days after issuance of the written notice from the engineer to proceed, or
- (c) has failed to remove materials from the Site or to pull down and replace work for twenty eight (28) days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- (d) despite previous warnings by the Engineer, in writing is not executing the works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- (e) has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract.

Then the Corporation may after giving fourteen days' notice in writing to the Contractor, enter upon the Site and the Works and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Corporation by the Contract and may himself complete the works or may employ any other contractor to complete the works. The Corporation or such other Contractor may use without being responsible Contractor for fair wear and tear for such completion so much of the contractor's equipment, Constructional Plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper and the Corporation may at any time, sell any of the said Contractor's Equipment, Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

59.2 Valuation at Date of Forfeiture

The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Corporation, fix and determine experts, or by or after reference to the parties, or after such investigation or inquiries as he may think fit to make or institute and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any Temporary Works.

59.3 Payment after Forfeiture

If the Corporation shall enter and expel the Contractor under this Clause, he shall not be liable, to pay to the Contractor, any money on account of the Contract until the expiration of the Defects liability period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Corporation have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Corporation the amount of such excess and it shall be deemed a debt due by the Contractor to the Corporation and shall be recoverable accordingly.

60. RISK COST PURCHASE FOR URGENT REPAIRS:

If, by reason of any accidents or failure, or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during the Defects liability period, any remedial or other work or repair shall, in the opinion of the Engineer or the Engineer's Representative, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the Corporation may employ and pay other persons to carry out such work or repair as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Corporation is work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Corporation in so doing shall be recoverable from the Contractor by the Corporation, or may be deducted by the Corporation from any moneys due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's Representative, as the case may be, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

61. TERMINATION OF CONTRACT

61.1 Termination

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the UCIL on the contractor or otherwise (including the right of the UCIL to claim compensation for delay of the works within the provisions of "General conditions" hereof) the UCIL shall be entitled to terminate the contract by written notice at any time during currency on or after the occurrence of any one or more of the following events/contingencies, namely:

Default or failure in discharging any of the obligations by the contractor under contract, including but not limited to:

Failure to start the work within 30 (thirty) days from the date of issuance of Work order to the Contractor by the UCIL.

Failure to carry out or carry on the works or any of them to meet the progress schedule.

Failure to provide at each job site sufficient equipment, labour material, machinery, temporary works and / or facilities required for the proper execution of the work or any part thereof.

Failure to execute the works or any of them in accordance with the contract.

Failure to achieve less than 30% of the targeted excavation quantity for a continuous period of 3 Months. Disobedience of any order or instruction by the Engineer in charge and / or UCIL's representative and consultants.

Negligence in carrying out the works and not following the UCIL/Consultants instructions for execution of work or carrying out of work found to be unsatisfactory by UCIL.

Abandonment of the works or any part thereof.

Substantial suspension of the works or any part thereof for a period of 14 (fourteen) days or more without the authority of the Engineer in charge /UCIL's representative.

Breach of any of the terms, conditions or provisions of the contract on the part of contractor. Failure to deposit the security deposit within 15 (fifteen) days of receipt by the contractor of Letter of Intent / Fax order.

Failure to execute the works or any of them in accordance with the Mines Act 1952, AERB's guidelines, Mines Rule 1955, IER 1956 or any other statutory rules in force.

Continued violation of safety norms as per applicable Laws to the execution of work.

If the contractor is incapable of carrying out the work and/or failure to achieve laid down targets. If the contractor found misconduct himself in any manner.

If there is any change in the constitution of the contractor, or in the circumstances of organisation of the contractor, which is detrimental to the interests of the UCIL.

Dissolution of the contractor (if a firm/consortium/Joint Venture) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Contractor (if a Company) or appointment of a receiver or manager of any of the Contractor's assets and/or insolvency of the Contractor (if a proprietorship) or of any partner of the Contractor (if a firm/Consortium/Jt. venture).

In case the contractor becomes liquidated and filed an application before National Company Law Tribunal (NCLT) for appointment of receiver or manager, the pending payments shall be made, if any, to contractor based on the order of NCLT.

Distress, execution or other legal process being levied on or upon any of the Contractor's goods and assets.

Death of Contractor (if an individual)

If upon any change in the partnership/constitution of a Contractor's organization (if a partnership/Cosortium /Jt.Venture) and the UCIL refuses to continue the contract with the reconstituted firm.

If the contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the UCIL.

If the contractor shall assign or attempt to assign his interest or any part thereof in the contract without UCIL's prior consent in writing.

- 61.2 The decision of the Chairman & Managing Director of UCIL as to whether any of the event/contingencies mentioned in "General conditions" hereof entitling the UCIL to terminate the Contract, has occurred or not shall be final and binding upon the Contractor.
- 61.3 The notice of termination shall set forth in addition to a statement of the reason or reasons for terminating of the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the contract upto the date of termination for the purpose of determining the final amount (s) due to the contractor thereof. The reason(s) for the termination stated in notice of termination shall be final and binding upon the contractor.
- 61.4 For the purpose of measurement the provisions of "General Conditions" hereof shall apply.
- 61.5 Within 15 (fifteen) days of completion of the measurements, the contractor shall clear the job site of all equipment, machinery and labour and shall demolish, dismantle and remove all Contractor's site office and quarter and other temporary work, structures and construction and things whatsoever brought upon or erected at the job site or on any land allotted to the Contractor by the UCIL and not incorporated in the payment works and shall remove all the rubbish from the job site and the land allotted to Contractor and shall clear, level and dress the job site and said land to the satisfaction of the Engineer in charge /UCIL's representative and shall put the UCIL in the

undisputed custody and possession of the job site and all land allotted by the UCIL to the Contractor.

61.6 Should the Contractor fail to comply with provisions of "General Conditions" hereof in the manner and within the time specified therein, the UCIL shall have the right at the risk and costs of the Contractor in all respects to clear the job site of all equipment, machinery and labour and other materials and things and/or demolish/dismantle and remove all Contractor's site office and quarters and other temporary work, construction and erections whatsoever on or at the job site or at or on any land allotted to the Contractor by the UCIL and /or removal of all rubbish/scrap from the job site and the land allotted to the contractor and clear, level and dress the job site and said land to the satisfaction of Engineer in charge/UCIL's representative and take undisputed possession and custody of the job site and land allotted to the contractor and store, sell, dispose of and/or otherwise deal with any and all material, equipment and machinery etc. and other items and things aforesaid and recoveries of any demolition, dismantling and the UCIL shall in its absolute discretion deem fit, and the Contractor shall forthwith on demand pay to UCIL entirely of the cost/expenses of the UCIL relating to the above together with 15% (Fifteen percent) thereof to cover UCIL's supervision, with right of UCIL to cover UCIL (without prejudice to any other mode of recovery) to recover the same from the net proceeds of any sales or disposal as aforesaid after deducting 15% (fifteen percent) of the sales relation to cover UCIL's supervision and expenses on sale or any money of the Contractor's held by UCIL or dues of the Contractor AND the Contractor BOTH HEREBY irrevocably nominate, institute and appoint the UCIL with right to the UCIL to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other persons as it shall deem fit for and on behalf of and as attorney of the contractor to do, commit and sign, all acts, deeds, matters and things as shall or may be necessary to do, commit and sign, all acts, deeds, matter and things as shall or may be necessary to be done, committed and/or signed by the UCIL to put into effect the provisions of this clause with full right to enter into arrangement with third parties for or relative to the storage, sale and/or other disposal of any material, equipment and machinery etc. and other time and things and to enter into or upon any of the contractor's premises and to break open if necessary any locks, bolts, fasteners, bonds or other devices restricting entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provisions of this clause.

61.7 Provided always that

- (i) The UCIL shall be entitled, without prejudice to the foregoing and addition thereto, upon the contractor failing to comply with the provisions of "Technical Conditions" hereof after removing demolishing/dismantling from the job site or land allotted to the contractor any of the contractor's materials, temporary works and other items and things required the contractor to take delivery, lift and/or clear the same within 7 (seven) days or such other period as may be specified in the said notice, of date of the said notice, failing which the UCIL shall abandon the same at the risks and cost of the contractor and should the contractor fail to take delivery or lift and/or clear the same within the period in this behalf specified in the said notice, the UCIL shall be entitled at any time thereafter to obtain the same at the risks and costs of the contractor, whereupon (without prejudice to any other right of the UCIL) the UCIL shall stand absolutely discharged and absolved in respect of all and any material, equipment, machinery and other items and things whatsoever abandoned aforesaid.
 - (ii) Notwithstanding anything to the contractor herein provided, nothing herein stated shall constitute the UCIL as trustee or bailee of any of contractor's material equipment, machinery or other items or things, removed, cleared demolished, dismantled or abandoned as aforesaid, the UCIL be bound in law of fact by any duty of care in respect thereof, with the intent that all actions, dealings and disposal within the provisions of this clause shall be exclusively at the risks and liability of the contractor (including relating to any loss or damage) and the UCIL shall not be howsoever responsible or liable in respect thereof.
- 61.8 If there shall remain in the hands of UCIL any excess/balance after all accounting and adjustment of all dues from the contractor to the UCIL, the UCIL shall forthwith pay over the excess/balance to the contractor and in the event of the performance Security Deposit and other dues of contractor in the hand of the UCIL being insufficient to meet the dues of the UCIL as aforesaid, as the contractor shall forthwith on demand by the UCIL pay to the UCIL the short fall.

62. **RISK COST PAYMENT**

In the event of termination of this contract on account of contractors default UCIL will determine the balance work yet to be executed by the contractor. Such balance work would be tendered by UCIL. If the value of balance work so discovered under the new contract is more than the same under the old contract, the difference in value of the balance work shall be recovered in form of risk cost payment from the outgoing contractor.

63. **LIQUIDATION, DEATH, BANKRUPTCY, ETC.**

If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, UCIL shall be at liberty:

- a) to terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the order may become vested, or
- b) to give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order.

64. **SEVERABILITY:**

If any provision or condition of the Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Order.

65. **CORRUPTION, GIFT AND PAYMENT OF COMMISSION:**

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of UCIL or any person on his behalf in relation to the execution of this or any other order with UCIL shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to UCIL. Integrity pact signed by the Contractor with UCIL is enclosed at Annexure

66. **GENERAL**

No director or official or employee of UCIL shall in anyway be personally bound or liable for acts or obligations of UCIL under the order or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

67. **CORRESPONDENCE**

All correspondences with regard to **Commercial** matters shall be made in duplicate to the following address:

Manager (Accounts), Turamdih
Turamdih Mines, P.O/P.S- Sundernagar, Dist.-East Singhbhum, Jamshedpur – 832 107

All correspondences with regard to **Technical** matters shall be made in duplicate to the following address:

Mines Manager, Banduhurang Opencast Mine
Turamdih Mines, P.O/P.S- Sundernagar, Dist.-East Singhbhum, Jamshedpur – 832 107

All correspondences with regard to **execution of order** shall be made in duplicate to Engineer-in-Charge of UCIL (Name to be informed at the time of order placement) as per address / details specified in General conditions.

SPECIAL CONDITIONS OF CONTRACT

1. This Section lays down the Special Conditions forming a part of the contract and shall be read in conjunction with the General Conditions. In case of any ambiguity, the provisions stipulated in Special conditions shall supersede the provisions stipulated in General Conditions.

2. **SCOPE OF WORK:**

The scope of work involves Excavation / Extraction of Uranium ore reduced to size minus (-) 400 mm shall be removed from quarry and transported to a designated dumping point Mill Hopper at an average distance of approximately 7.0 km from quarry face or at designated ore yard near ground hopper.

Excavation of Ore with breaking arrangement by the contractor reduced to size -400 mm. This shall be inclusive of drilling for production, blasting, loading, transportation upto ground hopper of Turamdih Mill at a distance of 7 km (approx.) from loading face (including cost of POL), dumping, leveling, construction and maintenance of haul roads and dust suppression. Scope of work shall be strictly as per Technical conditions, Special conditions, General Conditions, Drawings and Documents with the entire scope of work to be completed as per the completion schedule.

3. **FREE ISSUE BY UCIL:**

- a) Explosive and Detonators will be provided free of cost by UCIL. Blasting accessories to be provided by the contractor like Exploder, Ohmmeter, Blasting cable, Stemming Rod, Copper Scraper, Hand Shovel, PPE etc.
- b) Electricity will be provided free of cost for Garage operation by UCIL.

Apart from (a) and (b), any other items will be in the scope of the contractor.

4. **SPACE PROVISION:**

Ground area (without any finish) shall be given for construction of temporary storage/shed, field office, workshop, stores etc. as per terms and conditions.

(i) that such use of occupation shall not confer any right of tenancy of the space to the Contractor.

(iii) that the Contractor shall be liable to vacate the space on demand by the Engineer.

(iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer. In case the Contractor is allowed to construct any structure the Contractor shall have to demolish and clear the same at his own cost before handing over the completed work unless agreed to the contrary.

Leveling and dressing of site, any construction of temporary roads as per plan approved by the Engineer shall be done by the Contractor at his own cost. Accommodation to employees of contractor may be given on chargeable basis as per availability and instruction of EIC.

5. **TRANSPORTATION:**

The contractor shall be responsible for transportation of equipment and materials from suppliers / manufacturer's works to site, unloading of material at site, transportation to his stores and also transportation from his stores to site, lodging insurance claims against losses/ damages during transport.

Equipment, if supplied by the Corporation shall be issued from the Corporation's stores located within the site premises of Banduhurang Mine Project. Prices shall include the transportation of the equipment from the Corporation's stores including loading, unloading, stacking, safe custody etc.

6. **CONTRACTOR'S ORGANISATION:**

Contractor may deploy sufficient staff / supervisor to execute this work.

7. **SECURITY RULES:**

The Contractor will have to make their own arrangement to ensure proper safe guards for men, materials, mine workshop, establishment and total mining operations awarded to the contractor. The Contractor must have to liaison with local police for this purpose/works. All the local issues is to be dealt by the contractor irrespective of the type of hindrance. The Contractor shall follow at site all security rules as may be framed by the Corporation from time to time regarding movement of materials and equipment to and from site, issue of identity cards, control of entry of personnel and all similar matters. The contractor and his

personnel shall abide by all security measures imposed by the Engineer and his duly authorized representative from time to time. The contractor shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities or any other statutory orders. Nothing extra will be payable on account of stoppage/ hindrance of the work due to the security measures/ emergency conditions. The contractor, his employees and agents shall not disclose any information or drawings furnished to him by the Corporation. Any drawings, reports and other information prepared by the Contractor or by the Corporation or jointly by both for the execution of the Contract shall not be disclosed without prior written approval of the Engineer. No photographs of the works or plant within site premises shall be taken without prior written permission of the Engineer.

8. **PROTECTION OF FOREST:**

The Contractor should ensure that the construction labour and staff employed by them use fuel for domestic purpose and do not cause destruction to the forest area under any circumstances. During execution of contract, contractor shall ensure that minimum forest cover/vegetation cover is disturbed.

9. **MEDICAL CARE:**

The Contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. The Contractor at site shall make necessary arrangement for this purpose.

Employees suffering from infectious disease shall be removed from site as soon as detected and to be reported to the Safety Officer. The contractor shall abide by the provisions of the Insurance Scheme as applicable. The contractor shall provide for adequate treatment of employees. In case of any emergency the company may at his discretion provide medical treatment in its hospital or any other referral hospital decided by the medical officer of the company. The expenditure towards this shall be borne by the contractor as applicable to non-employees and non-dependents of the employees.

10. **PAYMENT:**

The contract payment shall be payable on monthly RA Bill for every month based on Weighment (in Metric Tonne) subject to any deductions which UCIL may be authorized to make under the Contract. One final bill will be paid after final clearance from accounts department.

No extra payment on taxes & duties on the items, which are not mentioned in the tender stage, shall be made. All payments shall be made in Indian Currency only. No payment will be made in Foreign Currency.

11. All quoted rates are inclusive of all labour, consumables, taxes, royalty, tools, tackles, barriers, fencings, danger signals, night guards, guards, making and maintaining diversions wherever necessary, plant and machinery like drills, excavators, tippers, dozers, wheel loaders, water tankers, chowkidars, overheads & profit etc. but excluding royalty for uranium ore payable to state govt.

12. **SECURITY DEPOSIT BANK GUARANTEE (SDBG):**

The Contractor will furnish within 15 days from the date of the Order, Security Deposit Bank Guarantee for a value of 10 % of the Contract Price in favour of UCIL in the prescribed proforma.

SDBG shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the Contractor and UCIL in the Contract.

The SDBG furnished by the Contractor will be subject to the terms and conditions of this order and UCIL will not be liable for payment of any interest on the SDBG or any depreciation thereof.

The SDBG claim period shall be six (06) months beyond expiry of defect liability period as specified in General conditions and shall be released on Contractor's request thereafter provided Engineer- in-charge of UCIL is satisfied that there is no demand outstanding against the Contractor on or after payment of final bill as specified in terms of payment, whichever later.

13. **OVER EXCAVATION:**

The contractor shall take utmost care to make the excavation as per the quarterly programme given by UCIL and the monthly Plan submitted by the contractor and approved by UCIL together with any drawings, plans etc. referred in the above plans. However, in no case the over excavation shall exceed 5% of the designed quantity in any section or part of the mine. All such over excavation in excess of 5% will not be

measured for payment and UCIL further reserves the right to recover from the contractor any expenditure to UCIL assigned out of this. However, if any deviation in excavation is required from safety or progress point of view prior approval of Engineer- In- Charge shall be obtained by the contractor.

14. The Contractor shall provide safety equipments such as Helmets, Shoes etc. to the workers engaged by him wherever required failing which such equipments may be provided by the company subject to availability and cost will be recovered from the running bill of the contractor at the rates decided by the corporation. The contractor shall employ and depute competent persons as Site incharge and assistants who shall represent the contractor in his absence. Important direction shall be conveyed to the contractor in writing by the company. If the contractor in course of execution of the works finds any discrepancy between the drawing forming part of the documents and the physical conditions of the site or any errors or omissions in the drawing except those prepared by himself and not approved by the Engineer-in-charge of the company it shall be his duty to immediately inform the Engineer-in-charge of the company who shall verify the same. Any work done after such recovery and without intimation as indicated above will be done at the risk and cost of the contractor.
15. The contractor shall employ only requisite number of competent, skilled and orderly men to execute the work. The Engineer in Charge of the company shall have right to direct the contractor to remove from the work site any employee of the contractor or equipment who in his opinion is undesirable/ unsafe and the contractor will have to remove such employee within three hours of such orders.
16. The contractor shall not pay less than the minimum wages as per notification of ALC (Central), Chaibasa as per wages act applicable to opencast mines workmen engaged by him and other benefits as due under various legislation or awards as may be applicable from time to time and in this matter decision of the company will be final and binding.
17. The contractor shall make all payments to his workmen at a place specified by the company. The company reserves the right to supervise such payment.
18. The contractor shall carryout, perform and observe the provisions of the Shop and Establishment Act, workmen compensation act, Contract Labour (Regulation and Abolition) Act, Employees Provident Fund Act, or any other enactment passed by the parliament or state legislature and any rules made there under by the appropriate government in any way effecting the labourers employed by it and also indemnify the company against any liability that may be imposed by law or by the government for non observance of any Act or Rules which applied or effects the labourers employed by the contractor.
19. In the event of non-payment of any wages or any dues payable to the labourers the sub contraction by the contractor, the total amount payable shall be recovered from the bill of the contractor and payment shall be made directly to the workmen employed by the contractor.
20. The contractor shall provide full medical treatment to his staff and labourer in case of accident on duty. The company shall have no responsibility whatsoever of / towards staff/labour deployed by it. In no manner the company is liable to the contractor or any member of his staff or any other person or to Govt. of other bodies for injuries or death caused as a result of accidents either within or outside the work site in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claimed by his labourers or staff or as decided by the appropriate authority/tribunal or other competent agencies and discharge as the case may be all liable under the Workmen's Compensation Act and relevant laws of the land. The contractor shall also indemnify the company and disburse all the sums that may be awarded in respect of claims for compensation arising out of or consequent to any staff or any labour working under him or any other involved at the relevant time. All costs incurred in connections with any such claims should be made good by the contractor and company reserves the right to pay in the first instance, such amount of compensation as it is payable under the said laws and to recover the said amount so paid from the contractor by deduction from his bills, security deposit or otherwise as deemed fit.
21. All accounts shall be maintained by the contractor in English and the company shall have the right to access and inspection of all such books of accounts, register etc. relating to payment to the labourers and employment thereof as may be considered necessary.

22. **PENALTY & LIQUIDATED DAMAGES:**

Penalty will start after the scheduled completion of mobilization period of seven days.

22.1 **Penalty for ore**

The quantity of Uranium ore @ **3000 MT per day** with size (-) 400 mm will be excavated and dumped at ground hopper of Turamdih mill or at the designated ore yard near ground hopper as per instruction of engineer in charge.

The penalty shall be imposed on shortfall quantity of monthly prescribed quantity of Uranium ore which is calculated based on working days (excluding Sunday) multiplied by per day target. The penalty shall be imposed as per followings slabs:

Sl. No.	Shortfall of targeted quantity	Penalty in the event of shortfall
1	Up to 10% of the prescribed quantity in the month	Nil
2	More than 10% up to 15% of the prescribed quantity in the month	Rs. 27/- per Metric Tonne
3	More than 15% of the prescribed quantity in the month	Rs. 45/- per Metric Tonne

Note: Penalty will be deducted on slab basis in case of shortfall. For example in case of shortfall of 20%, penalty shall be calculated as per following:

Shortfall (Cu.m.)	Reference	Amount (Rs.)
For first 10%	As per Sl. No. 1 above table	0
For next 5%	As per Sl. No. 2 above table	Shortfall quantity x 27
For remaining 5%	As per Sl. No. 3 above table	Shortfall quantity x 45
Total Penalty (for 20% shortfall)		Sum of all above values

Penalty shall not be imposed in the following cases:

1. Turamdih Mill is not accepting prescribed quantity ore and/ or place are not available at stock yard (to be certified by EIC).
2. Any force majeure reasons as prescribed in the Tender.
3. Certification from EIC for reasons not attributable to contractor.

The detail of penalty waiver shall be recorded in the Measurement Book by Engineer In charge with due reasons.

22.2 **Liquidated Damages (LD):**

- a) Liquidated Damages (LD) shall be levied where reasons are attributable to Contractor for delays in execution of contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished work for each week of delay (excluding GST) subject to a maximum of 5% of the total value of contract (excluding GST).
- b) For the portion of delay which is attributable to UCIL / force majeure or to the contractor, the case shall be dealt with as follows:

A. Delay attributable to UCIL / Force majeure

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.

B. Delay attributable to Contractor

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL.

Liquidated Damages shall be recovered from the Contractor's invoice and/ or by encashment of Contractor's Bank guarantees (if it becomes necessary). Contractor shall pay GST amount applicable on Liquidated Damages to UCIL for which Tax invoice will be provided.

22.3 Clearance of Site on Completion

From time to time during the progress of the works the Contractor shall clear away and remove from the Site all surplus materials and rubbish and on completion of the Works all Contractor's Equipment and leave the whole of the Site and Works clean in a workmanlike condition to the satisfaction of the Engineer. In case the contractor fails to carry out such work Corporation shall recover an amount equivalent to 1.5 times the cost of carrying out such work.

23. ESCALATION:

No any escalation shall be paid against this work.

24. TAX & DUTIES:

- a) The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi, bonus etc. now or hereafter imposed, increased or modified and all contributions and taxes for unemployed compensation, insurance and old age pensions or annuities now or hereafter imposed by and Central or State Government which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other Law affecting employer- employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractor, with all applicable Central, Municipal Laws and Regulations and requirements of any Central, State or Local Government agency or authority. Changes affected after the date of price bid opening / Reverse auction whichever is later company will bear responsibilities for any increase in the taxes, duties, octroi, PF , bonus (statutory increases by the Central/State Govt. and applicable to the company).
- b) The quoted rate should be inclusive of all taxes, duties, levies, cess etc.
- c) Fresh imposition /statutory variation of any taxes, duties and levies by the statutory authorities/local bodies etc. after the date of submission of the Original/Revised Price Bid/Reverse Auction and during the currency of the contract shall be to UCIL account. However, if there is any delay in execution beyond contractual period due to reasons not attributable to the CORPORATION, the consequential upward statutory variation/ fresh imposition of taxes and duties during the extended period shall be to CONTRACTOR's account. Benefit of ownward/deletion of statutory variation and withdrawal of any existing taxes and duties shall be passed on to the UCIL. In this regard, Contractor shall furnish necessary documentary evidence.

Tax invoice shall be raised by Contractor on in the name of "UCIL, Jharkhand" as per the GST norms. GST shall be paid at actual against Tax Invoice to be submitted by the Contractor. However, in case the Input Tax Credit of GST is denied or demand is recovered from UCIL, on account of any non-compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor along-with penalty/ interest, as applicable, levied on UCIL. Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

Goods & Service Tax Number (GSTN) of UCIL, Jharkhand: 20AAACU2207N1ZO

Any Tax which UCIL may be required to deduct by law/statute, shall be deducted at the source and the same shall be paid to the Tax Authorities on account of the Contractor. UCIL shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their PAN & GSTN.

25. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR FOR RELEASE OF PAYMENT:

Subject to any deductions which UCIL may be authorized to make under the Contract, the Contract Price shall be payable as stipulated in Special Conditions upon submission of following documents in 1 Original + 4 Copies:

- i. Tax Invoice.
- ii. Certification from UCIL regarding that Contractor has submitted certified attendance sheet of manpower supplied as per schedule.
- iii. Certification from UCIL that Contractor has made all statutory payments for the Bill period incl. EPF, Insurance/ WC Insurance (as applicable) adherence to the payment of minimum wages etc.
- iv. Undertaking that CONTRACTOR has complied with all statutory requirements during the period for which the payment has been claimed.

In case any or all of the documents listed above is not submitted alongwith the invoice, payment shall be kept in abeyance till submission of the requisite documents. In such an event contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping UCIL completely indemnified against any claims.

Payment shall be released within 30 days through RTGS upon submission of pre-receipted invoice alongwith correct & complete documents at UCIL. UCIL will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents. The Contractor shall intimate their Bankers details and Account No. etc. to Accounts Section, UCIL.

All Bank Guarantees shall be in UCIL proforma.

All Bank Charges shall be to account of the Contractor.

All interim/ progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed or as an admission by UCIL of the due performance of the Contract, or any part thereof by the Contractor.

26. CONTRACT PRICE

Contract Price for the scope of work enumerated in Price Schedule enclosed at **Annexure-1**. The Contract price is based on the quantity specified (estimated quantity) and the agreed unit rates as per the order. The Final Contract Price shall be arrived based on the following:

- a. Actual quantity of work executed, as duly certified by Engineer-in-Charge, and agreed unit rates and as governed by stipulations contained in work order.
- b. Any individual item may vary to any extent or may be excluded altogether.
- c. Price adjustment/ variation (wherever applicable) as specified in the Special Conditions of Contract.
- d. Statutory variations/ abrogation of existing taxes & cess and/ or imposition of any fresh taxes & cess.

The contractor shall carry out all work upto a total variation of $\pm 10\%$ on the contract price or work order value. All tendered rates shall remain firm within this limit and extra items may be included.

The agreed unit rate includes expenses towards PF, Bonus, Insurance/ WC Insurance (as applicable) , Medical, dress, tools & tackles, safety appliances, paid holidays, miscellaneous overheads, profits, etc. required for deployment of various category of workers.

The contract price includes and covers cost of all royalties and fees for all articles and processes protected by patents or otherwise incorporated in or used in connection with the scope.

27. VARIATIONS

28.1 Engineer's Power to Vary

The Contractor shall not alter any of the works except as directed in writing by the Engineer. The Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to direct the Contractor to alter, amend, omit,

add to or otherwise vary any of the Works. The Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Specification. Provided that no such variation shall, except with the consent in writing of the Contractor be such as will, with any variations already directed to be made, involve a net **addition to or deduction** from the Contract Sum of more than **Ten (10)** thereof. In any case in which the Contractor has received any direction from the Engineer which either then or later will, in the opinion of the Contractor, involve an addition to or deduction from the Contract Sum the Contractor shall as soon as reasonably possible and where practicable, before proceeding therewith, advise the Engineer in writing to that effect. The amount to be added to or deducted from the Contract Sum shall be ascertained and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where rates are not contained in the said schedules or are not applicable such amount shall be such sum as is worked out on the basis of prevailing market rates and contractors' overhead.

28.2 Orders for Variations to be in Writing

No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed, to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within 7 days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within 21 days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

28.3 Claims for Additional Payment for Variations

The Contractor shall send to the Engineer, once in every month, an account giving particulars (as full and detailed as possible) of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer-in-charge. **The payment to be done as per clause 10 "Deviation /Variation Extent & Pricing" mentioned in Attachment-III, General Conditions of Contract.**

28.4 Variations of scheduled quantities

Any individual item mentioned in price schedule may vary to any extent or may be excluded altogether. The contractor shall carry out all work upto a total variation of $\pm 10\%$ on the contract price or work order value. All tendered rates shall remain firm within this limit and extra items may be included.

28. MODE OF PAYMENT:

- a) The payment will be made on the basis of Weighment in Metric Tonne as per Price Schedule. The Weighment of Ore will be made on the Weigh-bridge, Turamdih as per standard procedure. Weighbridge is of 60 MT capacity.
- b) In case of breakdown/ maintenance of Weigh-bridge Turamdih, previous day average will be taken into consideration.
- c) If in any case, due to non-availability of operator, non accessibility (jamming) of weighbridge and non availability of electrical power, previous shift average to be taken into consideration.

29. MISCELLANEOUS:

- a) **Canteen:** Provided by UCIL at Turamdih Canteen.
- b) **Training:** Provided by UCIL as per Mine Rule, 1955.
- c) **Medical:** Provided by UCIL as per Mine Rule, 1955.

30. COMPLETION SCHEDULE:

Completion schedule shall be Two (02) months from the date of commencement of work. Mobilization period shall be within 07 days from date of work order.

31. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

The Contractor shall be entirely responsible for the due performance of the order in all respects according to the intent and meaning of the specifications and all other documents referred to in this order.

32. **DEFECT LIABILITY PERIOD:** NIL.
33. The corporation may for any reason, asks the contractor to suspend the work, fully or partly and the contractor shall comply with same without having any claim whatsoever for such suspension.
34. **In case of any ambiguity, Buyer Added Bid Specific ATC of GEM will supersede the GEM GTC.**
35. **WORKING HOURS:** The work shall normally be carried out in all three shifts A, B and C shift including Sundays. On requirement basis work can also be done on holidays as per direction of Engineer-in-charge.
36. **SECURITY DEPOSIT:** The security deposit for this tender with earnest money will be 10% of the value of the contract. 5% shall be submitted in the form of BG from Nationalized bank / Scheduled Commercial bank and 5% shall be submitted from Monthly R.A bills till the full amount of Security deposit is realized / retained by the Corporation.
37. **INSURANCE:** Necessary workmen insurance covered for approx. 200 (Two hundred) workmen shall be obtained by the contractor for the workmen engaged at site for this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
The Contractor should follow minimum wages of labours as per latest notification of A.L.C (C), Chaibasa. In case of any increase in minimum wages, the same has to be paid by the Contractor.
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.
In case payment of laborers 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.
38. **SAFETY & PPE:** All Tools, Tackles, PPE (Personal Protective Equipments) required to execute this work will be provided by the contractor. Contractor and all workmen should follow SOP (Safe Operating Procedure) and all statutory guidelines issued by regulatory bodies time to time like DGMS/AERB/AMD/ISO/JSPCB etc.
39. **SECURITY RULES:** Contractor shall strictly abide by the security rules and regulations enforced by the owner time to time. You have to provide proper identity cards, badges etc to his employees wherever directed by the Engineer.
40. **POOR RESPONSE:** The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ criteria may be allowed subject to the condition that
- "Poor Response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
 - The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.
- The opportunity of submission of additional documents be given to all the bidders.
41. The Contractor shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents.
42. Contractor shall make provision to liaison with Govt./Villagers to smoothly execute the work.
43. **MANPOWER:** Contractor has to retain minimum 120 persons in (semi-skilled and skilled category) from the local villagers to start the work.

ATTACHMENT – V

CONTRACT AGREEMENT FORM

(ON NON JUDICIAL STAMP PAPER)

To be signed by Contractor with UCIL within 15 days of placement of order

ARTICLES OF AGREEMENT MADE AT JADUGUDA this _____ day of _____ by and between
M/s. URANIUM CORPORATION OF INDIA LIMITED (hereinafter referred to as the “**CORPORATION**”
which expression shall include its successors and assigns) of the **one part**,

And

Ms. _____ **after** referred to as “**CONTRACTOR**” “which expression shall include its
successors and assigns) of the **other part**,

WHEREAS,

The CORPORATION is desirous that certain works should be executed viz, _____
_____ against the tender of the Contractor accepted by UCIL
whereby CONTRACTOR shall undertake execution, Completion & Maintenance of such works.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement works and expression shall have the same meaning as are respectively assigned to them in the general and special conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as and construed as part of this Agreement viz;
 - a) Quotation No. _____
 - b) Your Quotation opened on _____
 - c) LOI / Fax order No. _____ issued by UCIL
 - d) WORK ORDER No. _____ issued by UCIL
3. In consideration of the payment to be made by UCIL to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the CORPORATION to execute, complete and maintain the works in conformity in all respect with the provision of the contract.
4. UCIL hereby covenants to pay to be the CONTRACTOR in consideration of the execution, completion and maintenance of the works the contract to price at the time and in manner prescribed by the order.
5. All disputes arising out of the order will be dealt in the manner as provided in the clause- 35 of Special conditions.
6. This agreement has been read to us and fully understood by us.

AS WITNESS OUR HAND THIS _____ DAY OF _____

Signed by M/s. URANIUM CORPORATION OF INDIA LIMITED, Jaduguda Mines – 832102, Dist. - Singhbhum East (JHARKHAND)

Signature of
UCIL ACCOUNT REPRESENTATIVE

Signature of
UCIL COMPETENT AUTHORITY

Signed by M/s: _____
(CONTRACTOR’S REPRESENTATIVE)
(With Seal)

IN PRESENCE OF WITNESS

1.0 _____

2.0 _____

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand-831 012 , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

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

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

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

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

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

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

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

Dated the _____ day of _____ 20____
_____ Bank

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

Bank's Common seal

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

Date:

To,

M/s. Uranium Corporation of India Ltd
P.O - Jaduguda Mines,
Dist. - East Singhbhum
Jharkhand - 831 012

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of _____, 20__ by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Dist. - East Singhbhum, Jharkhand 831 012, India (hereinafter called "UCIL") on one part and _____, a company duly incorporated under _____, with its registered office _____ (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH:

WHEREAS:

- A. UCIL intends to purchase _____ from _____ (Name of the company).
- B. _____ (Name of the company) intends to produce _____ at their _____ project in _____ (Name of the place) and intend to sell the same to UCIL
- C. The parties, therefore, intend to enter into an MoU and subsequently an _____ agreement for the sale and purchase of _____.

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

- 1. The term "Confidential Information" means:
 - (1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.
- 2. Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that :
 - (i) at the time of its disclosure hereunder is in the public domain,
 - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),
 - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
 - (iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

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

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
- 4. Upon request of UCIL,(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.
- 5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For _____
(Name)
Designation

Witness:

1.
(Name)
Designation

2.
(Name)
Designation

2. For Uranium Corporation of India Ltd.
(Name)
Designation

Witness:

1.
(Name)
Designation

2.
(Name)
Designation

PRE CONTRACT INTEGRITY PACT

1.0 General

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

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2.0 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not ;provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

- 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4.0 Previous Transgression:

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

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
 - (ii) Bank Draft or a Pay order in favour of _____
 - (iii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iv) Any other mode or through any other instrument (to be specified by the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
- (ii) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (iii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (v) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (vi) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vii) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (viii) To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
 - (ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7.0 Independent Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

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

10.0 Other Legal Actions

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

11.0 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11.3 The Parties hereby sign this Integrity Pact at _____ on_____.

BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

2

2

PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being ____% (____percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 20____
_____ Bank

(Signature with name in Block letters with designation,
Attorney as per distribution of Attorney No. _____ dt. _____)
Bank's Common seal

PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____, Uranium Corporation of India Ltd a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 20__

_____ Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

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

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

Dated the _____ day of _____ 20..

_____ Bank

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

Bank's Common seal

SCHEDULE - B**Free issue materials**

Estimate of Free issue Items based on current consumption trend & current rate as on date considered for next 72 months (Annexure-A)						
Sl. No.	Details of Item	Unit	Consumption in 72 months	Rate (Rs.) as on date	Amount (Rs.) in 72 months	Remarks
1	Explosive	Metric Tonne	As per UCIL standard	-		
2	Detonators	Nos.	As per UCIL standard	-		
3	Electricity	KWH	As per NIT	-		
Grand Total Amount (Rs.)						

Signature of
Issuing officer -----

Date -----

Signature of
Contractor -----

Date -----

SCHEDULE - C**TOOLS AND PLANTS OF UCIL TO BE HIRED TO THE CONTRACTOR**

Sl. No.	Particulars	Number available	Hire Charges per unit per working day (Rs.)	Frequency of maintenance	Value per unit	Place of Issue	Number required by the Contractor
N.A							

SCHEDULE - D

Sl. No.	Category of Labour	Wages per day	Remarks
1	Semi-Skilled Surface, Skilled Surface, High Skilled Surface	Minimum wages to be paid, fixed by Asst. Labour Commissioner (C), Chaibasa from time to time	P. F is applicable as per the norms of UCIL

SCHEDULE – F

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Conditions No.

1	Accounting Authority	Chairman & Managing Director, UCIL
2	Market Rate – Percentage addition to cover overhead and Profit	Ten Percent
3	Security Deposit	10% of the contract sum including Earnest Money
4	Date of Commencement	Shall be within mobilization period of 07 days from the date of issue of Work Order
5	Date of Completion	Within Two (02) months from the date of commencement of work
6	Agreed liquidated damage	Up to maximum of 05 percent of the contract as per clause 31(a)
7	Defect Liability Period	NIL
8	On Account Payment	Monthly R.A bills & one Final bill
9	Refund of Security deposit	As per Clause No. 9 (c) and 9 (d) of General Conditions of Contract
10	Insurance	200 (Two hundred) nos. or as required to complete the job
11	Authority for appointing Arbitrator	As per clause No. 51 of General Conditions of Contract

SAFETY GUIDE FOR WORKS CONTRACT

1. INTRODUCTION

Many of the works of Department of Atomic Energy at its various sites are executed by the contractors. During these works, contractors personnel are likely to be exposed to different types of hazards. Similarly, unsafe acts of contractors personnel may generate hazards for Departmental staff and/or workmen of other **contractors** working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public. This guide is prepared to facilitate safe working during execution of contract works.

2. GENERAL SAFETY PROVISIONS

- 2.1 The Contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the Project or Station. The Contractor shall comply with all applicable provisions of the safety regulations, cleanup program and other measures that are in force at the site.
- 2.2 The Contractor shall provide and maintain all warning signs, caution boards and other safety measures and provide for vigilance as and where necessary or as required by the Engineer or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols.
- 2.3 Adequate lighting facilities such as floodlights, hand lights and area lighting shall be provided by UCIL.
- 2.4 The Contractor shall plan his operations so as to avoid interference with the other Departmental works, other Contractors or Sub-Contractors at the site. In case of any interference, necessary coordination shall be sought by the contractor from the Department for safe and smooth working.
- 2.5 The Contractor and his sub-contractor, if any shall comply with the instructions given by the Safety Engineer or his authorized nominee regarding safety precautions, protective measures, house keeping requirements, etc. The Safety Engineer with due intimation to Engineer shall have the right to stop the work of the Contractor, if in his opinion proceeding with the work will lead to an unsafe and dangerous condition.
- 2.6 Engineer shall get the unsafe condition removed or provide protective equipment at the contractors cost. The Contractor can employ his own Safety Engineer or nominate one of his officers for liaison with Departmental Safety Engineer for ensuring compliance of all safety rules. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safety.
- 2.7 The Contractor shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents.

Since UCIL is an ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 company, the contractor has to maintain all provisions of prescribed standards as per guidelines of Engineer-Incharge.

3. TRAFFIC

- 3.1 The contractor shall conduct his operations so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed.
- 3.2 When interference to traffic is inevitable, notice of such interference shall be given to the Engineer well in advance (at least 48 hours) with the details of start of the work and time required, storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads and obtain his clearance.
- 3.3 The Contractor shall, at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions or providing suitable temporary bye-pass around the obstructions. The Contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation, to the existing water supply, sewerages, power or telecommunication lines or any other services or works. The Contractor shall be required to provide and erect before construction, substantial barricades, guard-rails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by Engineer.

4. SAFE MEANS OF ACCESS

Adequate and safe means of access and exit shall be provided for all work places, at all elevations.

5. PERSONAL PROTECTIVE EQUIPMENT

- a) All necessary personal protective equipment as considered necessary by the Engineer shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipments are to be provided by the contractor. All persons employed at the construction site shall use safety helmets. For other types of works, persons working in that area shall also use safety helmets, if advised by Safety Engineer/Engineer.
- b) Workers employed on mixing asphaltic materials, cement and lime mortars shall use protective goggles, protective foot wears and hand gloves. Use of proper respirators shall be an advantage.
- c) Persons engaged in welding and gas cutting works shall use suitable welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.
- d) Stone breakers shall use protective goggles. They shall be seated at sufficiently safe intervals of distance.
- e) All the employees shall wear luminous jackets in the dark hours within the mines. Reflective Tapes (Luminous strips) all around the tippers, dumpers and other HEMM deployed in the night.

6. LIFTING MACHINES AND TACKLES

6.1 Use of lifting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions.

- (a) Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.
- (b) Every crane operator or lifting appliance operator shall be properly qualified. No person under the age of twenty one (21) years shall be in charge of any hoisting machine or give signal to operator of such machine.
- (c) In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension) the safe working load shall be ascertained and clearly marked. In case of lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No. part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. This shall be approved by the Safety Engineer.
- (d) In case of departmental machines, the safe working load shall be notified by the Engineer. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer, supported by a valid test certificate by the Competent Person.
- (e) Thorough inspection and load testing of lifting machines and tackles shall be done by a competent person at least once every 12 months and records of such inspection and testing shall be maintained.

6.2 Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced or lowered.

7. GRINDING

- 7.1 All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.
- 7.2 Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal – in order not to exceed the prescribed peripheral speed.
- 7.3 Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal – in order not to exceed the prescribed peripheral speed.

8. HOUSE KEEPING

- 8.1 The Contractor shall at all times keep his work spot, site office, main haulage road, Arch Room area, Crusher area and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.
- 8.2 Welding and other electrical cables shall be so routed as to allow safe traffic by all concerned.
- 8.3 No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Engineer may require the Contractor to remove any

materials which are considered to be of danger or cause inconvenience to the public. If necessary, the Engineer may cause them to be removed at the Contractor's cost.

8.4 At the completion of the work, the Contractor shall have removed from the work premises all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements used/installed for his workmen on the site.

8.5 The Engineer has the right to stop work if the Contractor fails to improve upon the housekeeping after having been notified.

9. FIRE SAFETY

All necessary precautions shall be taken to prevent outbreak of fires at the construction site. Adequate provisions shall be made to extinguish fires should they still break out.

- (a) Quantities of combustible materials like timber, bamboos, coal, paints, etc., shall be the minimum required in order to avoid unnecessary accumulation of combustibles at site.
- (b) Containers of paints, thinners and allied materials shall be stored in a separate room which shall be well ventilated and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be kept covered or properly fitted with lid and shall not be kept open except while using.
- (c) Fire extinguishers as approved by the Engineer shall be located at the construction site at appropriate places.

Adequate number of contract workmen shall be given education and training in fire fighting and extinguishing methods. The Contractor shall also take all reasonable precautions to prevent fires of any nature in the general area and vicinity of his operation and he shall be responsible for all damages from fires attributable to his own activities or to those of his employees or to the activities of his sub- Contractors or their employees.

10. SAFETY WORK PERMIT

10.1 In order to ensure safety of work for hazardous operation (such as entry into confined spaces, welding/cutting on equipment/pipes where explosion hazard is present, works on high voltage and main medium voltage lines, blasting etc.) special Safety Work Permits (SWP) shall be raised. The SWP's shall also to be obtained for any other work as recommended by Safety Engineer.

10.2 The Contractor shall strictly ensure all the safety conditions and requirements stipulated in the Safety Work Permit. The decision of the Safety Engineer shall be final in this regard.

10.3 The Contractor shall strictly ensure all the recommendations of 11&12 th Conference for Contractors by DGMS.

10.4 The contractor shall work in compliance with SOP of the mine for each and every operation/ activity.

10.5 The contractor shall bound to follow safety management plan (SMP) of the mine and shall obey the changes in SMP time to time.

10.6 The contractor shall submit health safety Audit report regarding Initial Medical Examination (IME) and Periodic Medical Examination (PME) along with Vocational training to Mines Manager on monthly basis.

11. MEDICAL FACILITIES

11.1 The Contractor shall arrange adequate facilities for medical aid and treatment for his staff and workers engaged on the work site including the first-aid facilities if they are not available at the Project Site.

11.2 First-aid appliances including sterilized dressing, cotton wool and antiseptic cream shall be made available at readily accessible places at every work site. These shall be maintained in good order under the charge of a responsible person.

11.3 At work places where hospital facilities are not available within easy reach of the works; first-aid posts shall be established and be manned by a trained compounder. An ambulance shall be made available at Mines by the contractor during the entire period of work for attending to injury cases.

12. SAFETY OFFICER/SAFETY CO-ORDINATOR

The Contractor shall have a Safety Officer or a supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of different safety requirements of the contract work. The

person thus designated will in general co-ordinate with the Engineer on matters of safety and in particular ensure that the Safety Guide is complied with fully. His name shall be displayed on the Notice Board at a prominent place at the work site.

13. REPORTING OF ACCIDENT

All accidents leading to property damage and/or personnel injuries shall be reported to the Engineer in charge and Mines Manager immediately with detailed accident reports in prescribed form as per Mines act and the statutes laid by DGMS.

14. PUBLIC PROTECTION

The Contractor shall make all necessary provisions to protect the public. He shall be bound to bear the expenses for defence of every action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of any precaution required to taken to protect the public. He shall pay any damage and cost which may be awarded in any such suit, action or proceedings to any such person, or the amount, which may be fixed as a compromise by any such person.

15. OTHER STATUTORY PROVISIONS

Notwithstanding the above clauses from 1 to 13 there is nothing in these to exempt the Contractor from the provisions of any other Act or Rules in force in the Republic of India. In particular all operations involving the transport, handling, storage and use of explosives shall be as per the standing instructions and conform with the Indian Explosives Act, 1884 and the Explosives Rules, 1983. Handling, transport, storage and use of compressed gas cylinders and pressure vessels shall conform to the Gas Cylinder Rules 1981 and Static and Mobile Pressure /vessels (Unfired) rules 1981. In addition, The Indian Electricity Act 1910 and Indian Electricity Rules 1956, the Atomic Energy Act, 1962, the Radiation Protection Rules 1971, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules, 1988 and various rules and Act related to mining shall also be strictly complied with.

15.1 Recommendations of 11th National Conference on Safety in Mines

In reference to the recommendations of 11th National Conference on Safety, following points to be strictly implemented by Contractors:

- (a) Prepare written safe operating procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
- (b) Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- (c) Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
- (d) Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- (e) For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
- (f) Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub- sub contractors.
- (g) All persons deployed by the contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
- (h) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner/agent/manager of the mine shall provide the same.
- (i) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergo IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

15.2 Safety features to be incorporated in Tippers/Trucks

A model code of practice circulated by DGMS vide Circular No.11 of 1973 and decided to ensure that in every mine where tipping trucks are being engaged either in opencast workings or on surface operations, the following safety features shall be incorporated so that the risk of accidents are minimized. These features are applicable to all types/model/capacity of truck/tippers.

Safety features required in tippers/trucks

- 1) **Cabin Guard Extension:** Canopy shall cover the operator's cabin fully.
- 2) **Exhaust/Retard Brake:** Device to control the speed of truck while operating down the gradient (Refer DGMS (Tech) circular 02 of 2004).
- 3) **Propeller Shaft guard:** Propeller shaft guard as specified in DGMS (Tech) Circular 10 of 1999.
- 4) **Tail gate protection:** Protection of operator against collision either by head on or head to tail.
- 5) **Limiting speed device:** Enable mine management to decide the maximum speed of vehicle to be operated in mine. The device may be Electronic or mechanical type speed governors.
- 6) **Audio-visual while reversing:** The audio-visual alarm provided should confirm to DGMS (Tech.) Circular No. 01 of 2010.
- 7) **Provision of two brakes:** One of the brakes shall be fail safe. Refer DGMS circular 09 of 1999.
- 8) **Body Lifting position locking arrangement:** A hooter along with an indication is provided to indicate the body is still in lifted position.
- 9) **Fire suppression system:** Refer DGMS circular 10 of 2004. The fire suppression system shall be a factory fitment and of approved type from Directorate.
- 10) **Blind Spot Mirror:** Operator can have view in blind spot area.
- 11) **Fire resistant hoses at hot zone:** To decrease chance of fire.
- 12) **Electric Wires and sleeves are to be of fire resistant quality:** To decrease chances of fire.
- 13) **Turbo Charge Guard and exhaust tube coated with heat insulated paint:** To decrease chance of fire.
- 14) **Battery cutoff switch:** To decrease chance of fire.
- 15) **Retro reflective reflectors on all sides:** For visibility of truck during night.
- 16) **Seat belt reminder:** To alert operator for using the seat belt.
- 17) **Proximity warning device:** To alert operator when approaching after vehicles/obstruction.
- 18) **Rear Vision System:** To assist operator during reversing. Refer DG Circular No.12 of 2009.
- 19) **Auto Dipping system:** To reduce glaring on eyes of operator during night operation.
- 20) **Load Indicator and Recorder:** Enables management to detect and prevent over loading.
- 21) Braking and steering checking procedures shall be followed as per TECH Cir.4/2012 of DGMS.
- 22) Operator Fatigue Alarm shall be included in HEMM.
- 23) Any other safety features as per latest circular and granted permission of DGMS with regard to HEMM shall be complied.
- 24) Any technical circular by DGMS before & during the execution of contract shall have to be complied by the contractor.

The contractor should ensure that all safety features as mentioned above have been included in the Tippers/Trucks before putting into operation in the mines from zero date.

16. SAFETY OF CONTRACTOR'S EMPLOYEES

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 additions, to the safety provision already including 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 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.

Contractors shall have a full time safety officer/ Engineer when the contractor employs 350 or more persons or when engaged in especially hazardous work. In the case of contractors employing fewer than 350 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.

Contractor shall have persons fully trained in First – Aid present at the site of work all the times. Contractor 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.

Contractor shall submit their investigation reports, through their Engineer-in-Charge, to V.T. Centre immediately. Principal contractor shall report the man days lost and occurrence of accidents under the jurisdiction of subcontractors.

Contractor shall submit a narrative report on safety activities and fire incidents. The review should contain such items as personnel and programme change, major project started and major problems.

APPENDIX - 1

CLASSIFICATION OF ACCIDENTS

Type - A

1. Fatal Injuries
2. Serious injuries such as fracture, dislocation severe burns etc. necessitating hospitalization.
3. Any injury to give or more persons
4. Accidents resulting in damage by fire, explosion etc.

Type - B

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

APPENDIX - 2

(FORM - A)

CLASSIFICATION OF ACCIDENTS

Name of the Contractor & project	:	
Nature of the contract	:	
Name of the engineer-in-charge	:	
Name of injured person	:	
Age	:	
Date & Time of Accident occurred	:	
Nature of job	:	
What was the injured person doing On the time of accident	:	
Description of accident (in detail)	:	
What was defective or in wrong condition that was responsible for the accident?	:	
What was wrong with working methods/ instructions?	:	
What steps should be taken to prevent Recurrence of such accident	:	
Name of the witnesses	:	1. 2.
Safety representative's remarks with Signature and date	:	

APPENDIX - 3
(FORM - B)
SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the project :

Name of the safety representative of the project :

Name of the Contractor :

Name of the sub-contractor :

Total No. of person working in the Project :

Male :

Female :

Engineers :

Supervisors :

Labourers :

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

Disabling injuries :

Non Disabling injuries :

Agency	No.	No. of days lost/charges
Machine		
Handling materials		
Fall of persons		
Hand Tools		
Fire/Explosion		
Collapse of excavation/structure		
Electrical shock/burn		
Miscellaneous		
Remarks	:	

Signature of Safety Representative