



Uranium Corporation of India Limited
(A Government of India Enterprise)
Mohuldih Mines
Jharkhand -831002

N.I.T.No.MHD/CIV-97

TENDER DOCUMENT (LIMITED TENDER)

OF

“Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years.”

N. I. T No. MHD/CIV-97



Uranium Corporation of India Limited
(A Government of India Enterprise)
Mohuldih Mines
Jharkhand -831002

N.I.T.No.MHD/CIV-97

N. I. T. No. MHD/CIV – 97

ITEM RATE TENDER

FOR

“Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(two) years.”

1. Tenders to be submitted (Technical & Price Part) by 15.00 hrs on 17/7/2014 to Personal section at mines office Turamdih UCIL.
2. Tenders shall be opened (Technical part only) in presence of Tenderers who may like to be present at 15.30 hrs on 17/7/2014.

Issued to -----
(Name of contractor)

Signature of officer issuing the Tender document :-----


Designation :-----

Date :-----

Cash Memo / receipt No. :-----

Note: 1) Conditional tenderer shall be rejected.

2) Tenderer must fill up the Credential format with copy of Work Order & completion certificate otherwise tender will be summarily rejected.

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N. I. T. No. MHD/CIV – 97

“Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years.”

SPECIAL INSTRUCTIONS TO THE TENDERS

One set of price part (Schedule of quantities are here with and tenders are requested to submit price part in triplicate (original along with Two Photo copies of original) in a separate sealed envelope super scribing price part N. I. T No. Name of work, Name of Tenderer and date of opening of tender as advertised/notified.

The tender document including specifications, E. M. D in original and sealed envelope of above price part shall be kept/enclosed in separate main sealed envelope which shall also be super scribed with detail as mentioned below.

All the pages of tender document including price part should be duly signed along with seal of tenderer without which tenders are likely to be rejected.

FOR URANIUM CORPORATION OF INDIA LIMITED



Uranium Corporation of India Limited
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Jharkhand -831002

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C O N T E N T S

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Uranium Corporation of India Limited
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N.I.T.No.MHD/CIV-97

URANIUM CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. Sundernagar
EAST SINGHBHUM DISTRICT, JHARKHAND,

Phone No. 0657 – 2318001/234002/234003
Fax No.0657 – 2318010.
our website: www.ucil.gov.in

No. UCIL/MHD/CIV/97/2014

July 07, 2014

NIT NO –MHD/CIV-97

Limited Tender

Sealed item rate LIMITED Tenders are invited from resource full contractors having own diesel tanker to complete the below written job on the approved list of CPWD/MES/Railway/PSU/Large Private Sector.

01	Name of work	:	Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years.
02	Estimated value	:	Rs 600000=00
03	Duration of Contract	:	02 (Two) years.
04	Cost of Tender Document	:	Rs 350/-
05	Earnest Money Deposit	:	Rs 12000/-
06	Last Date for submission of Tender (Technical & Price Part)	:	17/7/2014 up to 3.00 P.M
07	Date of opening of tender (Technical Part only)	:	17/7/2014 at 3.30 P.M

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

The intending tenderers will have to produce documentary of ownership of diesel tanker and submit the photocopy of owner book, Insurance paper, tax token and other document related to diesel tanker or tenders have to give the undertaking that after placing the order, they will arrange new diesel tanker within one month of time. Tender received without proper credential will be rejected

Full details, terms, conditions and specifications of works as well as detailed conditions of tendering shall be available in the above-mentioned NIT document, which can be downloaded from UCIL web site www.ucil.gov.in from 9/7/2014 onwards. Tenders received without Cost of tender document, Earnest Money Deposit will be summarily rejected. Cost of tender document should be submitted separately in shape of DD drawn in favor of Uranium Corporation of India Limited payable at Jaduguda/ Jamshedpur. Party should also deposit Service tax no & PAN no. Telex, Telegraphic, Postal or e-mail bids will not be entertained.

Seal tender will be received in the tender box kept at the Personnel section at Turamdih mines office up to 3.00PM on 17/7/2014 and will be opened (Technical part only) on same day at 3.30 PM at Turamdih mines office (Personal section) by the approved representative(S) of the competent authority, in the presence of parties who may likely to be present. The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970 and rules appended there under if applicable to him. Conditional tender will be summarily rejected. Tender are to be quoted their price as per N.I.T. Condition only.

The Corporation reserves the right to accept or reject or cancel any or all tender(s) if necessary without assigning any reason whatsoever.

Note :- The quoted rate should be inclusive of all Taxes and Duties.

For CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED



Uranium Corporation of India Limited
(A Government of India Enterprise)
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DETAILED NOTICE INVITING TENDER

Sealed item Rate Contract tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda for “Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(two) years.”

1. The Tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of Tender should the Tenderer modify or withdraw his tender within the said period of six months from the date of opening the Tender. Earnest Money deposited by the Tenderer shall be forfeited and no tenders will be issued further to such tenderer.
2. The works are required to be completed within 02 (Two) year from the date of commencement of work.
3. . Not more than one Tender shall be submitted by a firm of Contractors against the same N. I. T.
4. Chairman & Managing Director, UCIL shall be the Accepting Officer hereinafter referred to as such for the purpose of this Contract.
5. A Tender shall produce Income Tax clearance Certificate.
6. Copies of the other drawings and documents pertaining to the works signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the Contractor will be open for inspection by Tenderers at the following officers during working hours between the dates mentioned in the clause – 5 above.
7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil as far as is practicable) the form and nature of the site, the means of access to the site the accommodation they may require and general shall themselves obtain all necessary information as to risks, contingencies and circumstances and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any miss understanding or otherwise shall be allowed.
8. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of considerations and rates at which stores, tools and plants etc will be issued to him by the corporation and local conditions and other factors bearing on the execution of the work.
9. A Tenderer should quote in figures as well as in words rate (s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures paisa after the decimal figures, e.g. Rs 2.15 p and in case of words the word Rupees should proceed and the words paisa should be written at the end. Unless the Rate is in whole rupees and must be followed by words only at the end



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of the part of the line. The amount mentioned in words will supersede any otherwise amount mentioned in figures.

10. All rates shall be quoted on the Tender form.
11. In the case of item rate Tenders, only rates quoted shall be standard considered. Any Tender containing percentage below/above any scheduled rates quoted is liable to be rejected.
12. The Tender for the works shall not be witnesses by a Contractor or Contractors who himself/themselves has / have tendered or who may and has/ have tendered for the same works. Failure to observe this condition shall render the Tender of the contractor tendering as well as of those witnessing the tender liable to be rejection.
13. Tender shall be received (Technical & Price part) in Tender box at the office of Personal section at Turamdih mines office up to 3.00 PM on the 17/7/2014 and shall be opened (Technical part) at 3.30 PM on 17/7/2014 in the presence of Tenderers who may be present.
14. The Tender shall be accompanied by Earnest Money as stipulated in NIT and in the mode of payment as contained in para (9) of General conditions of Contract – (B) scope and performance. Even working Contractor shall not be exempted from payment of Earnest Money Deposit.
15. On acceptance of tender, Earnest Money will be treated as part of the security deposit. Failure of the successful tenderer to carry out the tender work shall entail forfeiture of the earnest money and security deposit entirely.
16. The Mohuldih mine site lies about 7 Km North-West of UCIL's Turamdih Mine which has been recently opened.
17. Uranium Corporation of India Limited, Mohuldih will return the Earnest Money without any interest, to unsuccessful Tenderers on production by the Tenderer of a certificate of Engineer-in-charge.
18. The Tenderer shall submit the Tender which satisfied each and every condition laid down in this notice, failing which, the Tender will be liable to be rejected.
19. The corporation reserve to themselves the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at quoted rates.
20. This notice of Tender shall form a part of the Contract documents.

For and behalf of
CHAIRMAN & MANAGING DIRECTOR
URANIUM CORPORATION OF INDIA LIMITED

Signature: -----

Designation: -----

Date:



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SCHEDULE - B

Free issue materials

NO MATERIALS & MECHINARY WILL BE ISSUED FROM THE CORPORATION

Signature of
Issuing officer -----

Signature of
Contractor -----

Date -----

Date -----

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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							




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SCHEDULE – D

Sl. No	Category of Labour	Wages per day	Remarks
1.	Un-skilled Labour	Minimum wages to be paid fixed by Asstt. Labour commissioner (C) Chaibasa from time to time	

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S C H E D U L E - F

REFERENCE TO GENERAN CONDITIONS OF THE CONTRACT

Clause
No.

3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to Overheads and profit	Ten Percent
9.	Security Deposit	10(Ten) percent of the contract sums Including earnest Money.
12.	Date of commencement	15 (fifteen) Days from the date on Which written order issued to Commence the work
12.	Date of completion	02 (Two) year from the date of Commencement
32.1	Agreed liquidated damage	Up to a maximum of 10 percent of The contract as per clause 32.1
33.	Defect Liability Period	Not applicable
48.	On Account payment	Monthly R.A.Bill and Final bill.
9(d)	Refund of security deposit	100% of total security deposit Immediately
34.	Insurance	as directed
52.1	Authority for appointing arbitrator.	Chairman & Managing Director, UCIL



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SAFETY OF CONTRACTOR'S EMPLOYEES

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

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

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

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

4.0 Contractors must report to the V. T. Centre, Narwapahar/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

4.1 Contractor must report to V. T. Centre Narwapahar/Turamdih through immediately on becoming aware of any accident of Type – A (See Appendix – 1) giving the following information

Name of the informant


Nature and location of incident being reported

Name of Supervisor/Engineer-in-charge, Location and Telephone no. where he can be reached

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

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

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

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

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



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CONDITIONS OF TENDERING

1.00.00 **PREPARATION OF TENDER**

1.01.00 **TENDERER TO STUDY**

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

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

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

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

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

1.01.06 The tender shall contain firm price for the work.

1.02.00 **LANGUAGE**

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

1.03.00 **CANVASSING PROHIBITED**

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



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1.04.0 MISINFORMATION

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

1.05.0 DOCUMENTS NOT TRANSFERABLE

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

1.06.0 NOT MORE THAN ONE TENDER

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

1.07.0 TENDER DOCUMENT PROPERTY OF THE PURCHASER.

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

1.08.0 TENDERER TO BEAR EXPENSES

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


2.01.0 SUBMISSION OF TENDER

Tenders shall be open on date to specify in NIT.

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

- (a) Document showing deposit of Earnest Money in original in a separate sealed cover attached with cover / envelop of technical part.
- (b) Signed NIT tender documents in original which comprise of the below.
 - Notice inviting Tender
 - General information
 - Forms
 - Conditions of Tendering
 - Special conditions of contract
 - Technical Specifications
 - Safety of contractor's Employees
- (c) Income tax clearance certificate.

j) Other document, if any required as may be required to be submitted along with the tender in accordance with Technical specifications. Special conditions and General Conditions of NIT Tender Documents.

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- 2.01.02 List of documents to be submitted
- (a) Tenderer's covering letter.
 - (b) Schedule of quantities in Triplicate duly signed in all pages.

All the pages of Tender document has to be signed with seal of the Firm / Agency by the tenderer as a token of acceptance of the same without which tenders are likely to be rejected.

2.02.0 TENDERS TO BE UNAMBIGUOUS

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

2.04.0 TENDERER'S IDENTITY

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

2.05.0 AUTHORIZATION

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

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

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

2.06.0 DELIVERY OF TENDER

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

- 2.06.01 Personal delivery is recommended.

3.00.0 QUALIFICATION OF TENDERERS

- 3.01.01.1 As stipulated in N.I.T.

VALIDITY OF TENDER

4.00.0



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The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the purchaser for a period of six (6) months from the date the tenders are opened, during which period the tenderer shall not withdraw his offer or amend, impair or derogate there from, If the tender submitted does not contain all the relevant information of needs.

Clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification. The aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete.

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

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

5.00.0 **EARNEST MONEY**

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

Acceptable mode of payment of Earnest Money Deposit:

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

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


- b) Bank Guarantee of any Nationalised Bank duly pledged in favour of UCIL indicated in G.C.C. clause No.9 (a) iii)

5.02.0 Uranium Corporation of India Ltd. will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from, G.M.(OP) TMD /Ch.Supdt. (Civil), Mohuldih.

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

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

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

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5.06.0 Tender without requisite earnest money at the time of submission is liable to be quoted rates.

5.07.0 Sales Tax or any other Tax materials transportation in respect of this contract, if any shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.

5.08.0 AWARD OF CONTRACT

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

8.00.0 TIME FOR COMPLETION

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

9.00.0 OPENING OF TENDER

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

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

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



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

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

N.I.T. No.MHD/CIV-97

Name of work: “Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years”.

Dear Sir,

With reference to the tender invited by you for _____

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

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

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

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

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

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

Yours faithfully,

Signature: _____
Address: _____

Name of Partners of the Firm:

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



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(A Government of India Enterprise)
Mohuldih Mines
Jharkhand -831002

N.I.T.No.MHD/CIV-97

BANK GUARANTEE FORM FOR EARNEST MONEY

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

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

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

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

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

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



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

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

WITNESS:

Name and Address Signature

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BANK GUARANTEE FORM FOR SECURITY DEPOSIT

Name of the Bank:

Address of the Bank:

Guarantee No.:

Date:

Date of Expiry:

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

Limit of Liability:

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

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

Now, by this Guarantee we, the CONTRACTOR (as Principal) and _____(Name and address of Bank) or held and firmly bound into CORPORATION in the



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sum of Rs. _____ (Rupees _____ only)
for the payment of which the CONTRACTOR and surety bound themselves, their successors, legal representatives and assigns jointly and severally by these presents.

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

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

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

We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till the dues of the CORPORATION under or by virtue of the said Agreement have been fully paid and

CORPORATIONs claim satisfied or discharged or till CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said CONTRACTOR (as principal) and discharges the Guarantee.

We, the surety, further covenant with CORPORATION that CORPORATION shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement from time to time, to postpone for any time or from time to time, any of the powers exercisable by CORPORATION AGAINST the said CONTRACTOR(as principal) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variations,



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or extension being granted to said CONTRACTOR or for any forbearance, act of omission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR(as Principal) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision, have effect of so relieving.

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

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

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

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

PRINCIPAL

SURETY

For and behalf of (Name of firm)

For and behalf of (Name of Bank)



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ARTICLES OF AGREEMENT

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

_____ having it's Registered Office at _____ (herein after referred to as the Corporation) which expression shall unless repugnant to the context includes it's successors and/or assigns of the other part.

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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



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

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

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

a) _____

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

b) _____

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

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


URANIUM CORPORATION OF INDIA LIMITED

in the presence of

signed by the said

in the presence of

CONTRACTOR

	<p style="text-align: center;">Uranium Corporation of India Limited (A Government of India Enterprise) Mohuldih Mines Jharkhand -831002</p>	<p style="text-align: center;"><u>N.I.T.No.MHD/CIV-97</u></p>
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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 it's registered office at Jaduguda Mines, Post office and Town Jaduguda Mines - 832 102, in the state of Jharkhand and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of it's functions.
- b) The `Accepting Authority' shall mean the authority mentioned in Schedule - F.
- c) The `Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The `Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The `Contract Sum' shall mean:
 - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
 - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A `Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

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- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in Schedule - F to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

B) SCOPE AND PERFORMANCE

4. Contract Documents:-

The Contractor shall be furnished, free of charge, two certified true copies of the Contract documents except standard specification, the Schedule of Rate and of all further drawings, which may be issued during the progress of the works. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

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

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

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

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

6. **Inspection of site:**


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

7. **Sufficiency of Tender:**

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

8. **Discrepancies and Adjustment of Errors:**

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

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- 8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the Contract.
- 8.3 If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:
- a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the description in words shall prevail.
 - b) In the event of error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the Unit rate and quantity, the Unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
 - c) All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
 - d) The totals of various sections of Schedule of Quantity appended and amended shall be carried over to the general summary and the tendered such amended accordingly. The tendered sum so altered shall, for the purpose of the tenders be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of quantities or in general summary by the Tenderer, shall be ignored.
 - e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

9. **Security Deposit:**

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

- (a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:
 - i) For deposit up to Rs. 5,000/- : Cash/Demand Draft payable at SBI, Jaduguda/Hartopa.
 - ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Nationalized bank of schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by SBI, Jamshedpur/Hartopa or PNB, Jamshedpur or as mentioned in Para 9(a)(iii).



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

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

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


(c) **Refund of Security Deposit:**

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.

- (d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

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

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition 52.

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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, is extended as follows if requested by the Contractor.

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

10.b.1 Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows: -

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
- ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.
- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv) If the rate for any altered, additional or substituted item of work 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:**

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

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


12. **TIME AND EXTENSION FOR DELAY:**

The time allowed for execution of the works as specified in the Schedule - 'F' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The execution of the work shall commence from the date of 15th day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money/Security Deposit absolutely.

- 13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.

13.2 If the works be delayed by

- (a) Force 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

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- (h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control.

Then upon the happening of any such event causing delays, the Contract shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
14. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter refer to as T & P) required for execution of the work.
- 14.1 If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue up[to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.
- 14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.



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14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his 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.

15.0 **MATERIALS:**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

15(c) **GENERAL**

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

15(c)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to 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.

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

16. **LABOUR**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

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

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

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



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

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

16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of 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.


16.6 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.

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

16.7.1 Model Rules for Labour Welfare:

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

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

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

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

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

- 17.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

18. **SETTING OF THE WORKS:**

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

19. **SIDE DRAINAGE:**

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

20. **NUISANCE:**



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

21. **MATERIALS OBTAINED FROM EXCAVATION:**

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

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

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

23. **PROTECTION OF TREES:**

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

24. **WATCHING AND LIGHTING:**

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


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

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

26. **INSPECTIONS AND APPROVAL:**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

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

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unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

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

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

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation or to make any variation in the works.

- 27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.
- 27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.
- 27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse vary such decision.

28. **REMOVAL OF WORKMEN:**

The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

29. **UNCOVERING AND MAKING GOOD:**

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

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



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

31.1 COMPLETION CERTIFICATE:

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings 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.

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

31.2 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.

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



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- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32. **COMPENSATION FOR DELAY**

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

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

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

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

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

32.1

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

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

33. **DEFECTS LIABILITY PERIOD**

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule - F hereto from the certified date of



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completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to 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.
- 34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule - F the same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.
- 34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.
- 34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act – 1961, E.P.F and M.P. Act, 1952 or any modifications thereof or



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

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

35. **FACILITIES TO OTHER CONTRACTORS:**

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

36. **NOTICES TO LOCAL BODIES**

The Contractor shall comply with and give all notices required under any governmental authority, interment, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before making any variation from the Contract, drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.



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

37. **SUB CONTRACTS**

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

38. **INSTRUCTIONS AND NOTICES**

Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

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

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


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

39. **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.

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

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

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

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

40. **TERMINATION OF CONTRACT FOR DEATH:**

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

41. **CANCELLATION OF CONTRACT IN FULL OR IN PART:**

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



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

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

41.1 The Accepting authority shall on such cancellation have power to

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
- (b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

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

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

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

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

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

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskilful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in



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writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

43. **URGENT WORKS:**

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

44. **CHANGE IN CONSTITUTION:**

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

45. **TRAINING OF APPRENTICES**

The Contractor shall during the currency of the Contract, when called upon by the Engineer-in-charge engage and also ensure engagement by Sub-Contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories as directed by E.I.C. and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations, the employer under the Act including the liability to make payment of apprentices as required under the act.

46. **VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

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

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



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- 46.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him 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.
- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.
- 46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications 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.

48. **PAYMENT ON ACCOUNT:**

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

- 48.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 48.2 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 48.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

49. **TIME LIMIT FOR PAYMENT OF FINAL BILL**



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The Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

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


b) Contract amount exceeding Rs. 5 Lakhs Six months

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

51. **OVER PAYMENTS AND UNDER PAYMENTS**

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand.

- 51.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 51.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 51.3 Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.
- 51.4 Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

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ARBITRATION AND LAW

52.1 ARBITRATION:

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.


Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

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

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

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

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52.2 **COST OF ARBITRATION**

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


52.3 **WORK TO CONTINUE**

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

53. **LAWS GOVERNING THE CONTRACT:**

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

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SPECIAL CONDITION

1. The water tanker should be in excellent condition complete with good quality of tank, seats, tyres & stepney etc.
2. The vehicle duty is 12 Hrs including Sunday & Holiday. The duty timings shall be normally 7.00 A. M to 7.00 P. M.
3. Documents connected with the vehicle i. e. Owner Book, Driver License, Tax Token, insurance papers etc should always be available with the vehicle.
4. All the documents related to commercial vehicle must be available with the Driver at all the time. Necessary Road permits for commercial vehicle must be obtained before putting vehicle on duty.
5. Payment would be released by Jamshedpur/Jaduguda Cheque.
6. Income Tax as per rules will be deducted from R. A bill.
7. TAX & DUTIES:-The quoted rate should be inclusive of all taxes and duties including service tax. Hence, no other taxes, duties etc would be paid extra.
8. The rates should be inclusive of all taxes including service tax. No any claim in the matter shall be entertained.
9. Monthly RA Bills shall be paid in addition to Final Bill.
10. There will be no defect liability period for this work.
11. You will have to submit instrument for Security Deposit to the tune of 10% of Awarded Contract Sum in shape of Bank draft / TDR/FDR from SBI, Jaduguda/Jamshedpur or PNB Jamshedpur or from Indian Nationalized Bank of any Schedule Bank at the time of execution of agreement.
12. Running of vehicle will be recorded in vehicle Log Books. Log Books will be issued by Corporation free of charge and bills are to be submitted to Ch.Supt. (Civil), MHD. All the documents connected with the vehicles 'C' Book, Driver License etc should be always available with the vehicle.
13. All the maintenance charges will be borne by the Contractor only.
14. Safety precautions shall be maintained by the contractor during the execution of work. Contractor should provide their own safety to vehicle & driver.
15. In case of stoppage of work by local people/Bandh or any other reasons no idle charges will be paid by corporation.
16. Drivers must be well behaved or shall be suitably substituted failing which the contract shall be terminated. Accommodation for the drivers is Contractor's responsibility only.



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17. The Engine oil, lubricants as required are to be filled up by the Contractor only and no extra charges would be paid.
18. The fuel consumption of this diesel tanker is 15 Km/Liter.
19. The diesel is calculated at 15 km/liter for TATA ACE EXFL. However payment shall be made based on the prevailing (ruling) price at diesel at the time of submission of bill as certified by IOC/HP/BPCL... Successful tenderer are therefore advised to produce price certification for IOC/HP/BPCL every month Along with the bill.
20. The contractor amount payable is arrived in two parts. One is fixed amount other is calculated on the kilometer run by the vehicle, as signed the log book. For example if the vehicle has run for , say 1200 Km run the amount to be paid is .

Fixed Amount Hiring Charges + $\frac{\text{Running}(1200) \text{ Km} \times \text{Rs. Price of diesel per liter}}{15 \text{ Km/Liter}}$

Apart from this no other amount whatsoever is payable.

21. Taxes & Insurance: Payment of Taxes and Insurance of the vehicle is your responsibility only. All RTO documents must be with the Driver, Necessary Road permits and other documents related to commercial vehicles must be available. In case the vehicle is held up by the Police/RTO personnel for an offence against non-compliance of law, the entire responsibility lies with you. If, the vehicle is held up by Police/RTO/any other agency and not being used for UCIL, penalty clause shall be applicable. Insurance means Insurance for Vehicle as well as of Drivers.
22. The monthly rent includes Sundays and holidays also in a month. You will be allowed to take the vehicle for repair/maintenance on one day in a month, i.e., any one Sunday subject to the convenience of the user with prior permission. For repairing/maintenance purposes the vehicle is allowed reimbursement of the maximum of 02.00 Hrs only per month.
23. The diesel tanker is to be parked as per the direction of E. I. C.
24. The Contractor should comply with provisions of Contract Labour Act (Regulation & Abolition) 1970 and Central rules framed there under and the minimum wages act 1948.
25. The Contractor should quote their rates considering minimum wages for driver as per notification of A. L. C (C), Chaibasa. In case of any increase in labour wages, contractor should arrange to make payment of arrears to the workmen engaged for this work at their own cost. Contractor should quote their rates accordingly considering the probable increase of wages.
26. The contractor must ensure that the diesel is filled to the full tank capacity. The vehicle shall not be allowed to go out for filling of diesel. The contractor has to arrange to fill diesel at Turamdih main gate for which only half an hour shall be allowed.
27. **Penalty: In case of non availability of vehicle for full day or part thereof due to breakdown/absenteeism or any other reasons attributed to the contractor a penalty at the rate of double of hourly rate (devised from fixed monthly rate) shall be imposed and recovery shall be made from monthly fixed charge.**



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28. The vehicle (tanker) should be equipped with lock and key arrangement and meter system.
 29. For any short fall quantity of diesel found during measurement at Mohuldih than panel, recovery @ double the cost of (market price) diesel will be recovered from the bill.
 30. Proper license if any has to be arranged by the contractor.
 31. Manufacture of the vehicle should be (Model / year of manufacturing) should be 2014.
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APPENDIX - 1
CLASSIFICATION OF ACCIDENTS

Type - A

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

Type - B

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

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

Name of the Contractor & project :

Nature of the contract :

Name of the engineer-in-charge :

Name of injured person :

Age :

Date & Time of Accident occurred :

Nature of job :

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

Description of accident (in detail) :

What was defective or in wrong
Condition that was responsible for
The accident? :

What was wrong with working
Methods/instructions? :

What steps should be taken to prevent
Recurrence of such accident :

Name of the witnesses : 1.
2.

Safety representative's remarks with
Signature and date :



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APPENDIX - B
(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



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N.I.T.No.MHD/CIV-97

SCHEDULE OF QUANTITIES FOR
N. I. T. No. MHD/CIV-97

“Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years.

{ PRICE PART }



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N.I.T.No.MHD/CIV-97

BOQ for Hiring of Diesel tanker of 800-1000 liter capacity for transporting of diesel from Turamdih diesel pump to Mohuldih mines for 02(Two) years.

NIT No.:-MHD/CIV-97

Sl. No.	Description of items	Qty	Units	Rates Rs. Ps.	Amounts RS. PS
1	Supply of diesel tanker mounted over TATA ACE EX F1 capacity 800-1000 liter including cost of manpower, lubricants, taxes, including charges etc complete but excluding cost of fuel (Diesel).	24	Months		
	(Rate in Words)				
	<div><div>Total</div><div>Rebate if any</div><div>Total</div><div>(Total in words)</div></div>				
Note:-					
1	Rates of all items must be written in figures and words without which tender are liable to be rejected.				
2	All the pages of tender documents must be duly signed by tenderer along with their seal.				
3	Over all rebate, if any must be quoted in the above column only.				
4	Conditional tender submitted by the tenderer will be summarily rejected without any prejudice, hence tenderr are advice to quote their rates as per N.I.T. conditions.				
5	The quoted rate should be inclusive of all Taxes and Duties including service Tax, if applicable.				
Signature of tender with seal					