



URANIUM CORPORATION OF INDIA LIMITED

MOHULDIH MINES

SARAIKALA – KHARSAWAN DISTRICT
P.O. – GAMARIA, JHARKHAND – 832 107

TELEPHONE NO. 0657 – 6570107 (Turamdih),
6571518 (Mohuldih)

FAX NO. 0657 – 2318010 (TMD)

TENDER DOCUMENT OF N.I.T. NO.MHD/MIN-09

ITEM RATE TENDER

F O R

**Underground Development Work of drift, cross
cut and Eight degree decline at Mohuldih Mines at
2nd level (95 m RL)**

URANIUM CORPORATION OF INDIA LIMITED
MOHULDIH MINES

N.I.T. No. MHD/MIN - 09

F O R
ITEM RATE TENDER

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Underground Development Work of drift, cross cut and Eight degree decline at Mohuldih Mines at 2nd level (95 m RL)

1. To be deposited in the tender box at the office of Dy. Manager (Pers), Turamdih by 15.00 hours on 16th Sept'2011
2. Technical part of the tender shall be opened in presence of Tenderers who may like to present at 15.30 hrs. On 16th Sept' 2011.

Issued to: _____
(Name of contractor)

Signature of Officer issuing the

Tender Documents: _____

Designation: _____

Date: _____

Cash Memo No.:

PACKAGE: MHD/MIN-09

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SECTION – I

**NOTICE
INVITING
TENDER**



URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprises)
Mohuldih Project, Saraikela-Kharsawan, Jharkhand

Ph: 0657-6570107

Fax: 0657- 2318010

No. UCIL /MHD /MM /NIT-09/11

25th Aug, 2011

NOTICE INVITING TENDER

(NIT No – UCIL /MHD /MIN /09)

Sealed Item rate open tenders in two part (Part-I Techno-Commercial Part & Part-II Price Part) in duplicate (one original plus one set self contained in all respects) in prescribed format are invited from bonafide, reliable, resourceful and reputed contractors having executed similar underground development work in hard rock viz. decline /Drift /X-Cut etc in mines. The contractor should have completed one single similar contract of Rs. 1.93 crores OR 2 similar work of 1.21 crores each OR three similar work of 96.5 Lakhs each, during the preceding seven years with minimum average annual turn over of Rs. 73 Lakhs for last three years.

Name of the work	Underground Development Work of drift, cross cut and Eight degree decline at Mohuldih Mines at 2 nd level (95 m RL)
Cost of tender documents	Rs 10000/- to be deposited by draft alongwith the tender.
Estimated value of work	Rs 2.41 Crores approximately
Completion Time	04 months excluding mobilisation period of 45 days.
EMD to be deposited with tender	Rs 2.41 Lakhs
Issue of tender document	From our website only , available from 29 th Aug'11
Last date for submission of tenders (Both parts)	Up to 3:00 PM on 16 th Sept 2011
Date of opening of tenders (Technical Part)	At 3:30 PM on 16 th Sept 2011

Full details Terms, Conditions & Specifications of works as well as details conditions of tendering shall be available in the NIT document that can be obtained from our website. **Tenderers are required to provide PAN, TIN & EPF numbers** alongwith xerox copy of registration with the tender without which their tender shall be summarily rejected. Tenders not accompanied by the following are also liable to be summarily rejected:-

The tender should be accompanied with the tender document cost as bank draft, Earnest Money Deposits in the form of Bank guarantee or Crossed Demand Draft from State Bank of India drawn in favour of UCIL payable at State Bank of India, Jaduguda Branch. Cash and cheques for earnest money deposit will not be accepted.

The tenderer shall be required to place the tender cost & Earnest Money, Technical Bid and Price Bid in each separate sealed covers. All the covers are to be clearly written as “tender cost & Earnest Money”, “Technical Bid” and “Price Bid” on the respective covers. All the covers are to be placed in another sealed envelope and submitted. The envelope containing the tender cost & EMD shall be opened first, if the tender cost & EMD is found to be in order then only the envelope containing the Technical Bid will be opened. Only technically qualified parties will be considered for opening of “Price Bid”. The quoted rates should be inclusive of all applicable taxes and duties (including service tax, sales tax, income tax etc) as on tender submission date.

The tenders are to be submitted in two parts i.e. Part-I: Technical & Commercial terms & conditions and Part-II: Price Part to Dy. Manager (Personnel), Turamdih mines, UCIL, PO. Sundarnagar, East Singhbhum District, Jharkhand – 832 102 so as to reach him on or before the date and time fixed for receiving the tender.

The Corporation’s authorised representative(s) in the presence of tenderers, who may like to be present, will open Techno-commercial part of the sealed tenders at Turamdih at scheduled time and date of opening of the tender. The price parts of only the qualified tenderers who qualify on the Technical proposal shall be opened.

The Corporation reserves the right to accept or reject or cancel any or all tender(s) either in full of part thereof or to split up if necessary without assigning any reason whatsoever. This NIT is also displayed on our website www.ucil.gov.in

SECTION – II

GENERAL
INFORMATION

SECTION – II

GENERAL INFORMATION

INDEX

1.00.00	THE COMPANY
2.00.00	SITE
3.00.00	LOCATION
4.00.00	ROAD RAIL LINK
5.00.00	GENERAL TOPOGRAPHY
6.00.00	CLIMATE
7.00.00	BRIEF GEOLOGY & ROCK CHARACTERISTICS

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SECTION – II

1.00.00	Executing Agency	Uranium corporation of India Ltd. (A Govt. of India Enterprises) Jaduguda Mines, East Singhbhum Dist., Jharkhand PIN 832 102
2.00.00	Site	Mohuldih
3.00.00	Location	Mohuldih Mine is located in Singhbhum thrust belt of Jharkhand with latitude 22 ^o 44' N and longitude 86 ^o 08' E. It is situated about 28 Km west of Jaduguda and about 7 Km south of Tatanagar Railway Station.
4.00.00	Road and Rail Link	Mohuldih Site is connected to Tata-Hata state highway through Turamdih-Bandhurang Mines and it is about 7 Km from the highway. It is about 7Km from Tatanagar Railway stations. It is 3.4 Kms from Turamdih Mines in Gamharia Block of Saraikela-Kharsawa district. The nearest railway station is Tatanagar.
5.00.00	General Topography	The site is gently sloping in the southern part with one hill in the South. Otherwise, the area is plane. The natural drainage of the area is towards North-East. The minimum RL of the ground is 148 metres above MSL. The RL of peak of the Southern hill is 210 metres above MSL.
6.00.00	Brief Geology & Rock characteristics	The area belongs to the Singhbhum shear zone and in this zone the shear passes through the Iron Ore Stage of rock and run nearly East-West. The Uranium occur mainly in two parallel bands, the hangwall (HW) lode is hosted by tourmaline – bearing quartz sericite whereas the footwall (FW) lode is associated with magnetite-bearing quartzite. These are overlain by chlorite schist, which is the westerly extension of the Turamdih – Keruadungri horizon and it hosts subsidiary Uranium mineralisation, in the form of auxiliary lode. The mineralisation is mostly in the form of uranium (U ₃ O ₈), and the associated minerals are apatite and tourmaline.

7.00.00 The climatic condition at Mohuldih is recorded as follows:

Peak ambient temperature	46.6 ^o C
Lowest ambient temperature	5 ^o C
Average daily maximum temperature in the hottest month May and June	40 ^o C
Average daily minimum temperature in the coldest month December and January	11 ^o C
Annual average rain fall	1391 mm
Highest annual rain fall	1860 mm
Heaviest rain fall in 24 hours	325 mm
Maximum relative humidity	93 %
Prevalent direction of wind from	West
Maximum highest flood level	140 M M.S.L.

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SECTION – III

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 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 writing such discrepancy, doubt or obscurity, and submit the same in duplicate to issuing authority of 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, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all 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-in-charge.

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

1.01.06 The tender shall contain firm price for the work.

1.02.00 Language

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

1.03.00 Canvassing Prohibited

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

1.04.00 **Misinformation**

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

1.05.00 **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, purchase by any other party, shall be rejected.

1.06.00 **Not more than one tender**

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

1.07.00 **Tender document property of the Purchaser**

Tender documents in which tender are 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.

1.08.00 **Tenderer to bear expenses**

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

2.00.00 **SUBMISSION OF TENDER**

2.01.00 **Tenders to be in two parts**

Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e. **(i) Part - I: Technical and (ii) Part - II: Price part**

2.01.02 List of documents to be submitted in Part – I (Technical Part):

- a) Tenderer's covering letter.
- b) Document showing deposit of Earnest Money in original.
- c) Filled in Questionnaires duly signed.
- d) Signed NIT tender documents i.e. all tender papers which comprise the following shall be signed and returned with the original copy of tender.
 - Notice inviting Tender
 - General information
 - Forms
 - Conditions of Tendering
 - General conditions of contract
 - Special conditions of contract
 - Safety of contractor's Employees
- e) Income tax clearance certificate of last three years
- f) Sales tax clearance certificate of last three years

- i) Income Expenditure/Profit and loss account of last three years
- g) Balance sheet of last three years
- h) Full statement along with documentary proof in support of past experience of the tenderer as mentioned in enclosed Questionnaire.
- j) List of Equipment (with their capacities.) along with supporting document as per Annexure – II.
- i) Certificate/proof of registration of the firm/company with the Register of firm/companies has to be submitted.
- k) List of technical staff and supervisory staff
- l) 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.

2.01.05 List of documents to be submitted in Part – II (Price Part):

- a) Tenderer's covering letter
- b) Schedule of quantities in triplicate duly signed in all pages
- c) Declaration sheet

2.01.04 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.

2.04.00 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.

2.05.00 All pages to be signed

All pages of the Tenderer's offer, drawing and other accompanying documents shall be initialled at the lower right corner with ink only and signed where required by the tenderer or any person holding power of attorney authorising his to sign on behalf of the tenderer before submission of the tender. All signatures shall be dated.

2.06.00 Tenderer's identity

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

2.07.00 **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 or 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 undertaken for execution of the contract shall be enclosed.

2.08.00 **Delivery of tender**

2.08.01 The completed tender (Technical as well as price part) with all its accompaniments shall be deposited in the tender box kept at the office of Dy. Manager (Per.), UCIL, Turamdih.

2.08.02 One copy of Technical part containing Purchasers NIT Tender document duly signed by the tenderer and all other relevant documents mentioned in clause 2.01.02 shall be enclosed in separate sealed envelope which shall be superscripted the Tender notice number, name of work for which tender is submitted, name of tenderer and date of opening as advertised/notified along with the inscription Part - I (Technical).

2.08.03 The copy of Part – II (Price Part), shall be enclosed in a separate securely sealed envelope which shall be similarly super scribed but shall have the inscription Part - II (Price Part)

2.08.04 The above two envelopes shall be enclosed in a third sealed envelope similarly super scribed and so delivered or sent by Registered post to the Dy. Manager (Per.), UCIL, Turamdih inviting tender unless otherwise instructed to the contrary to reach him on or before the date and hour fixed for receiving the tender.

2.08.05 If forwarded by mail, the sealed envelope containing the tender as per clause above must be enclosed in another envelope properly addressed.

2.08.06 Personal delivery is recommended. Tenderers forwarding tenders by mail shall do so at their own risks and tenders received after due date and hour shall not be entertained. Telegraphic offers will not be entertained.

3.00.00 **QUALIFICATION OF TENDERERS**

3.01.00 Only such firms need to participate in tender who can produce satisfactory evidence that they have the necessary experience and financial resources and organisation to undertake such work as specified in the purchaser's tender document. Tenderer should have relevant similar experience in **underground work of mine**, having average annual financial turnover during the last 3 years, ending 31st March of the previous financial year at least Rs. 73 Lakhs and experience of having successfully completed similar works during last 7 years ending last day of month previous

to the one in which applications are invited should be a) one single similar contract of Rs. 1.93 crores OR 2 similar work of 1.21 crores each OR three similar work of 96.5 Lakhs each.

3.02.00 The intending tenderers will have to produce documentary evidence to prove their past experience, capabilities and financial resources to do such work and they will have to enclose with the tender detail document on the past experience, capabilities and financial resources along with the balance sheets, profit & loss account for the last three years, as the name and qualification of the key personnel to be deployed for this contract and other details as per clause 2.01.02. The tenderer should have made profit during last three financial year and have positive net worth. Tenderers are required to provide PAN, TIN & EPF numbers alongwith xerox copy of registration with the tender without which their tender shall be summarily rejected.

3.03.00 In case the tender is submitted in collaboration with foreign firm, division of responsibility between the tenderer and the collaborator shall be detailed to cover all the activities of work and shall be enclosed with the tender. Documentary evidences of qualifications as per clause above in respect of the collaborators shall also be enclosed with the tender.

3.04.00 Not withstanding any pretender check on qualification the Purchaser will undertake the post tender evaluation of qualification of tenderers.

4.00.00 **VALIDITY OF TENDER**

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

5.00.00 **EARNEST MONEY**

5.01.00 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:

For deposit beyond Rs.3.00 Lakh: Bank Guarantee issued by SBI, Jaduguda / Hartopa or Punjab National Bank, Jamshedpur. In case the Bank Guarantee is submitted from any other

nationalised bank of schedule banks, it must be countersigned by the Regional Office of the concerned bank.

Note: No Cash/Cheque in any form will be accepted as E.M.D. No interest will be paid on E.M.D. or any other guarantee.

5.02.00 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 D.G.M. (Mines), Turamdih.

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

5.04.00 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.

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

5.06.00 Tender without requisite earnest money at the time of submission is liable to be rejected.

5.07.00 Sales Tax or any other Tax on 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.

6.00.00 **AWARD OF CONTRACT**

The acceptance of a 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 tender. 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. The lowest bidder will be decided on the entire value of the work including base contract price and open items .

7.00.00 **FOREIGN EXCHANGE**

Unless otherwise provided in the special conditions, the tenderer shall obtain all import permit or licenses and arrange for all foreign exchanges required for any part of the plant or works.

8.00.00 **TIME FOR COMPLETION**

The time of completion for this work shall be 04 (four) months from the date of commencing which shall be reckoned as stipulated in L.O.I./Work order. The work shall be considered completed only if the Engineer-in-charge has issued a certificate to that effect.

9.00.00 **OPENING OF TENDER**

Tenders will be opened at the place notified on the appointed and time presence of tenderer's authorised representative who are present. Not more than two (2) representatives of each tenderer shall be permitted to attend the opening of the tenders.

Only Technical part will be opened on notified date as per N.I.T. Price part of only technically qualified tenderers shall be opened later on, the date and time will be intimated to technically qualified tenderers separately.

If the tenders can not 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 on a subsequent date which shall be notified to the tenderers by the corporation.

10.00.00 **SECURITY**

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 official secret act 1923 (XIX of 1923) and Indian Atomic Energy Act 1962 (XXXIII of 1962) applied to them and shall continue so to apply even after award of the contract (whether his tender is accepted or not).

** ** *

SECTION – IV

FORMS

INDEX

Form of Tender (DECLARATION FORM)
Article of Agreement
Bank Guarantee form for Mobilisation Advance
Bank Guarantee form for Earnest Money
Bank Guarantee form for Security Deposit

**FORM OF TENDER
(DECLARATION FORM)**

To

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

Name of work:- Underground Development Work of drift, cross cut and Eight degree decline at Mohuldih Mines at 2nd level (95 m RL), Tender Notice No.:-MHD/MIN-09

Dear Sir,

I/We, the undersigned hereby submit, the Tender Documents for the work as above and hereby under take to execute the complete works as set forth in the Scope of Works, Technical Specifications, Tender Drawings in accordance with the Conditions of Tendering, Special Conditions of Contract, General Conditions of Contract or in default thereof to forfeit any pay to Uranium Corporation of India Limited, the sum of money mentioned in relevant Tender Documents.

I/We agreed to abide by this tender for the period of _____ months from the date fixed for the opening of the same and in default agree that the amount of Earnest Money along with this Tender may be forfeited.

I/we undertake to complete whole works covered under this Tender within a period of _____ months from the date of Letter of Acceptance.

I/We have deposited as the Earnest Money a sum of Rs. _____ in shape of _____ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by Uranium Corporation of India Limited in the event of accepting my/our tender I/We fail to execute the Contract when called upon to do so.

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

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

(Signature of Tenderer with seal)

Name: _____

Address of the firm: _____

Dated _____ day of 2011.

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 Contractor) 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 Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by UCIL.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The Corporation's LOI/Work Order Reference No. ----- along with the following documents shall be deemed to form and be read and construed as part of this agreement as thoughtfully written out and set forth herein.

a) ANNEXURE - A: Tender Document for _____ as specified in Tender specification vide N.I.T. No. MHD/MIN-09

b) ANNEXURE - B: Bank Guarantee for Security Deposit

c) ANNEXURE - C: Detailed Bar Chart

d) ANNEXURE - D: Various correspondence and Minutes of Meeting to be read with Annexure - A as listed below:-

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.

3. 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.

4. 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.

5. 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 Enterprise)

6. 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.

7. Both parties shall make best individual to set amicably among themselves in a dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties or not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement.

8. This contract agreement is made in all good faith and executed in two identical counterparts, one for the corporation and the other for the Contractor.

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

URANIUM CORPORATION OF INDIA
LIMITED

in the presence of

signed by the said

CONTRACTOR

in the presence of

BANK GUARANTEE

FORM FOR MOBILISATION ADVANCE

Name of the Bank: _____

Guarantee No. & Date: _____

Date of Expiry: _____

Claim Period : 6(six) months from the date of expiry.

Limit of Liability : Rs. _____ (Rupees _____ only.)

WHEREAS URANIUM CORPORATION OF INDIA LIMITED (herein after referred to as the CORPORATION) having it registered office at P.O. Jaduguda Mines & Dist. East Singhbhum (east), Jharkhand - 832102 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 it registered office at _____ (Address)

which expression shall, unless repugnant to the Context, include its legal representatives, Successor or assigns, for _____ under Package No. _____, Vide Letter Of Intent 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, one of the conditions of the Agreement, entered into with the CONTRACTOR is that the CORPORATION shall make mobilisation advance Payment of Rs. _____ (Rupees _____ only) being _____% of value of the said Contract sum, carrying a rate of interest of 10% per annum against an Indemnity in the form of Bank Guarantee acceptable to the corporation from a Nationalised Bank.

AND WHEREAS at the request of the CONTRACTOR the CORPORATION HAS AGREED TO ACCEPT A Bank Guarantee from

-

(Name and address of the Branch of the Bank executing the BG)
Having its Head Office at

_____ (Address)

(Herein after called the SURETY/BANK).

NOW THIS GUARANTEE WITNESSTH, in consideration of the CORPORATION having at the request of CONTRACTOR to accept a Bank Guarantee of the SURETY/BANK in respect of Rs. _____ (Rupees _____ only) required by the CONTRACTOR from the CORPORATION for the advance payment stipulated in the agreement, which figure of advance shall become reduced and extinguished (after recovery of advance together with interest, at the rate 10% of each progressive bill till the whole advance with interest is recovered), the SURETY/BANK hereby irrevocably guarantees and indemnifies payment merely on demand within 48 hours without protest or demur end without resource to the CONTRACTOR to the said CORPORATION up to and not exceeding altogether a sum of Rs. _____ (Rupees _____ only) being the amount of one hundred (100) percent of the advance payment or such other unadjustable amount of the said advance.

The decision of the CORPORATION as to whether the terms and conditions of this guarantee have been observed shall be final & binding on the SURETY/BANK. This guarantee will bind the heirs, successors and assigns of the SURETY/BANK and the CORPORATION irrespective of any change in the constitution of the CONTRACTOR and/or the SURETY/BANK or death or insolvency of the SURETY/BANK.

This GUARANTEE shall comes into force as soon as the CONTRACTOR has received advance payment amounting Rs. _____ Rupees _____ only). THIS GUARANTEE HEREIN CONTAINING is not revocable by notice during its Currency and will remain in full force and (a) payment has been made to the CORPORATION by SURETY/BANK of the aggregate amount payable herein under or (b) the said advance has been fully recovered from the bill of the CONTRACTOR. SURETY/BANK'S liability under this guarantee is restricted to Rs. _____ (Rupees _____ only).

UNLESS PREVIOUSLY CANCELLED BY THE CORPORATION, this guarantee shall be a continuing guarantee and shall remain in force upto _____ months (_____ Months) i.e., from _____/ _____/ _____ upto _____/ _____/ _____ and will stand automatically cancelled on the expiry of the above said period unless extended under notice from the CORPORATION. Should it be necessary to extend the guarantee or a portion of the guarantee beyond the date of Expiry of this Bank Guarantee on account of advance having not been fully adjusted with within the expiry period of this Bank Guarantee, the SURETY/BANK undertakes to extend the period of this Guarantee of portion of the Guarantee until such time as may be reasonably required at the request of the CORPORATION through the contractor. The SURETY/BANK shall not be discharged/vitiated or affected or released from the Guarantee by any arrangement made between the CORPORATION and the CONTRACTOR with or without the consent of the SURETY/BANK or by any alteration in the obligations of the parties by any indulgence, forbearance, whether as to the payment, time, performance or otherwise and/or due to any act of omission or commission on the part of the CORPORATION. Notwithstanding any thing contained herein, the date on which the said advance amount of Rs. _____ (Rupees _____ only) is entirely adjusted against the progressive bills for payment furnished by the CONTRACTOR, this guarantee shall stand cancelled forthwith. Unless demand or claim under this Guarantee is made on Bank in

writing within _____ months (_____ months) from the date of expiry of this guarantee or extended period, all the right of the CORPORATION against SURETY/BANK hereunder shall be forfeited and SURETY/BANK shall be relieved and discharged from all liabilities hereunder.

The SURETY/BANK hereby declares that it has the power to issue this Guarantee and undersigned has full power to do so.

Notwithstanding 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 up to _____ months (_____ months) from _____/_____/_____ upto _____/_____/_____ plus also for the extended period an will stand automatically cancelled on the expiry of the said period.

Unless a suit or action is instituted to enforce the claim under the Guarantee within _____ months (_____ 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. Any claim or dispute arising under this Guarantee shall be exclusively enforced or settled in the Courts of Law at Ghatsila, Jharkhand.

Date this _____

Witnesses: -

1. Name & Address

Signature

2. Name & Address

Signature

BANK GUARANTEE

For and on behalf of
**(SEAL OF BANK with
Signature of Manager and P.A. No.)**

FORM FOR EARNEST MONEY

Name of the Bank:

Address of the Bank:

Guarantee No.:

Date:

Date of Expiry:

Claim Period : 6 (SIX) months from the date of expiry.

Limit of Liability : Rs. _____

This deed of Guarantee made this _____ day _____ of Two thousand ____ 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.

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 asked to the said Tenderer furnishing a Bank Guarantee in lieu of Earnest Money 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 not withstanding 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.
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 hereunder to set and subscribed its hands the day, month and year first above written.

11. Not withstanding 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

1. _____

2. _____

BANK GUARANTEE

FORM FOR SECURITY DEPOSIT

Name of the Bank:

Address of the Bank:

Guarantee No.:

Date:

Date of Expiry:

Claim Period : 6(six) months from the date of expiry.

Limit of Liability : Rs. _____

WHEREAS URANIUM CORPORATION OF INDIA LIMITED(herein after referred to as the CORPORATION) having it registered office at Jaduguda Mines P.O., & Dist. East 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 _____ (herein after referred to as the CONTRACTOR) having it registered office at _____ which expression shall, unless repugnant to the Context, include its legal representatives, Successor or assigns, for _____ Package No. _____, Letter Of Intent 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 Performance Bond for _____ for due performance, fulfilment and observance of the terms and conditions of the Agreement and further covenanted with the CORPORATION to make good any deficiencies so as to fulfil in all respects the purposes of for which the Agreement is entered into 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 _____ are held and firmly bound unto CORPORATION in the sum of Rs. _____(Rupees _____ only) for the payment of which the CONTRACTOR and the Surety bound themselves, _____ 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 the Agreement including covenants, concerning Guarantee stipulated therein on the part of the CONTRACTOR(as Principal) to be thereof or if on default of CONTRACTOR the surety shall satisfy and discharge the damages sustained by the CORPORATION thereby up to the amount of this 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 up to _____ from _____. But no

alteration in the terms of the said Agreement made between CORPORATION and CONTRACTOR or to the extent or nature of the materials supplied, completed and maintained there under and no allowance of time by the CONTRACTOR or CORPORATION under the Agreement nor any forbearance in respect of any matter of thing concerning the Agreement on the part of CORPORATION shall in any way release the surety from any liability under the Guarantee herein.

We do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on demand within 48 hours from CORPORATION stating that the amount claimed is due by way of the loss or damage caused to or suffered or would be caused to or suffered by CORPORATION by reasons of any breach by the said CONTRACTOR (as Principal) of the terms and conditions contained in the said agreement or by reason of the said CONTRACTOR (as Principal)'s failure to comply with any of the conditions with regard to the agreement set out in this Guarantees. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this Guarantee.

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

We further covenant that the Guaranteed herein contained shall remain in full force and effect and that it shall continue to be enable till all the dues of CORPORATION under or by virtue of the said agreement have been fully paid and CORPORATION 'S 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 the 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 the said agreement and we shall not be relieved from our liability by reason of any such variations, any being granted to the said CONTRACTOR or for any forbearance, grant of commission on the part of CORPORATION, or any indulgence by CORPORATION to the said CONTRACTOR(as Principal) or by any such matter similar thing whatsoever, which under the law relating to sureties would grant for this provision, have effect of so relieving.

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

This guarantee will remain in force up to _____ months from _____ i.e. up to _____ and will stand automatically cancelled on the expiry of said period unless extended by mutual agreement. A demand or claim to enforce the claim under this guarantee made in writing against the surety within 3(three) months from the date of the expiry of this guarantee. All the rights of CORPORATION hereunder against the surety shall be relieved and discharged from 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: _____

Notwithstanding any thing contained herein before our liability under the present guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force for a period of _____ i.e up to _____ from _____.

Unless a suit of action is instituted to enforce the claim under the guarantee within six (6) months from the said date all your rights under the guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

PRINCIPAL

For and on behalf of (Name of the Bank)

SURETY

For and on behalf of (Name of the Bank)

SECTION – V

**GENERAL
CONDITIONS OF
THE CONTRACT**

GENERAL CONDITIONS OF CONTRACT

I N D E X

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URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
MOHULDIH PROJECT
P.O. Gamaria, Dist. Singhbhum(E)
Jharkhand - 832 107.

GENERAL CONDITIONS OF CONTRACT

A) INTERPRETATIONS AND DEFINITIONS

1. Singular and Plural

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

2. Heading and Marginal Notes to conditions:

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

3. Definitions:

a) 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines - 832 102, in the state of Jharkhand and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.

b) The 'Accepting Authority' shall mean the authority mentioned in Schedule - F.

c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.

e) The 'Contract Sum' shall mean:

i) In the case of Lump Sum Contracts the sum for which the tender is accepted.

In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.

iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.

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

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

h) `Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.

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

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

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

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

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

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

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

B) SCOPE AND PERFORMANCE

4. Contract Documents:

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

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

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

5. Works to be carried out:

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

6. Inspection of site:

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

7. Sufficiency of Tender:

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

8. Discrepancies and Adjustment of Errors:

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

8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the Contract.

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

- a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the description in words shall prevail.
- b) In the event of error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the Unit rate and quantity, the Unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
- d) The totals of various sections of Schedule of Quantity appended and amended shall be carried over to the general summary and the tendered such amended accordingly. The tendered sum so altered shall, for the purpose of the tenders be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of quantities or in general summary by the Tenderer, shall be ignored.

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 5% of the awarded value of work. Fifty percent of the security deposit shall have to be deposited at the time of execution of agreement by way of a bank guarantee from any schedule commercial bank including Earnest Money. The balance 50% of the security deposit shall be deducted from running account bills by way of percentage deductions @ 5% (Five percent) of the gross amount billed.

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

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

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

(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 which ever 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 52.1.

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

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

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

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

i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

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

iii) If the rate for any additional, altered or substituted item of work can not be determined in the manner specified in sub-para (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C. P. W. D schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).

iv) If the rate for any altered, additional or substituted item of work can not be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

11. **Suspension of works:**

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

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

12. **TIME 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 within 45 days of the issuance of LOI by the Engineer-in-charge 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.

13.0 TIME AND PROGRESS CHART

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 by employees engaged by Corporation in executing work not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- (f) Non-availability of stores which are the responsibility of Corporation to supply, or
- (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
- (h) any other cause which, in the absolute discretion of the Corporation, is beyond the Contractor's control.

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

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.

14.0 TOOLS AND PLANTS

14.1 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.

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 exempted 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 chowkidaars) 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 seven days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorised agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

15.0 MATERIALS:

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

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

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

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

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

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

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

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

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

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

15(b) 2 For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing before 6 months about his requirements to the Engineer-in-charge in accordance with the agreed phases of program. 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.

The materials not listed in schedule – B may be supplied to the contractor, if available on proper request in writing by the contractor at the rate of purchase price plus 15 % extra as overhead cost

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

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

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

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

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

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

15(c) GENERAL

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

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

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

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

16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

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

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

16.7.1 Model Rules for Labour Welfare:

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

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

17. PERMISSION

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 drawings attached to this tender document may be changed as and when required but before the execution of the related job. The Contractor shall provide all labour and setting out appliances required and set out the work and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

19. SIDE DRAINAGE:

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

20. NUISANCE:

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

21. MATERIALS OBTAINED FROM EXCAVATION:

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

22. TREASURE TROVE, FOSSILS ETC.:

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

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

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

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

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

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

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

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

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation 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 there after to disapprove such work or materials and to order pulling down, removal or breaking up thereof.

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

28. **REMOVAL OF WORKMEN:** The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the works any person

employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

29. UNCOVERING AND MAKING GOOD:

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

30. WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS: The work should be carried out in all the three shifts and maintenance work to be taken on Sundays. If any work is to be taken on holiday it should be with the permission of the Engineer-in-charge.

31.0 COMPLETION CERTIFICATE:

31.1 As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labelled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

31.2 If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding any thing expressed or implied elsewhere in this Contract.

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

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

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

(d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32. COMPENSATION FOR DELAY

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

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

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

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

32.1 Provided always that the total amount of compensation for delays to be under this condition shall not exceed 5 % of the Contract value of the item or group of items of work for which a separate period of completion is given.

(a)	Completion Period (as originally stipulated) not exceeding 6 months	@ 10% per week
(b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years	@ 7.5% per week

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 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. **RESPONSABILITES**

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

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

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

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

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

34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948,

Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.

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

34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.

34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

35. **FACILITIES TO OTHER CONTRACTORS:**

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

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

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

37. **SUB CONTRACTS**

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

38. **INSTRUCTIONS AND NOTICES**

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

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

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

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

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 utilised on the work to the full extent because of the foreclosure.

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

(b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For

materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.

(d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, which ever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

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

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

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

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.

d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.

e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.

f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafide methods of competitive tendering or

g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or

h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or

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

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

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

41.1 The Accepting authority shall on such cancellation have power to

(a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or

(b) Carryout the incomplete work by any means at the risk and cost of the Contractor.

41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value

of the work executed by the Contractor upto the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

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

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

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

42. LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF: If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

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

43. URGENT WORKS: If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to

carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

44. **CHANGE IN CONSTITUTION:**

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

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

46.0 **VALUATIONS AND PAYMENT: RECORDS AND MEASUREMENT:**

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

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

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

46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.

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

46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.

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

47. **METHOD OF MEASUREMENTS:**

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

OVER PAYMENTS AND UNDER PAYMENTS : Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same

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

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

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

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

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

ARBITRATION AND LAW

52.1 **ARBITRATION:**

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

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

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

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

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

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

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.

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.

53.0 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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SCHEDULE – B

MATERIALS FOR ISSUE TO THE CONTRACTOR (Free of cost)

Sl. No.	Particulars	Rate at which material will be issued		Place of issue
		Unit	Rate (Rs.)	
1	Emulsion Explosives	Kg	Free of cost	Banduhurang / Turamdih Magazine
2	Electric Detonators	Nos.	-do-	-do-
3	Caps lamps with charger	Nos	-do-	-do-
4	Rock bolts of 1.5, 2 & 3mt length as per requirement	Nos.	-do-	Mech Garrage TMD/NWP/Jad
5	Wire mech/chain link etc	Roll	-do-	-do-
6	Diesel, lubricants, spares etc for the LHD/LPDT & Jumbo for operating in the mines.	Lts/ nos.	-do-	Auto garage / Diesel outlet , Turamdih / MHD
7	Cement	bag	-do-	MHD/ turamdih
8	Torsteel rods (for reinforcement)	Tons	-do-	MHD/ turamdih
9	Drill strings for Jumbo drill	Nos.	-do-	Stores, turamdih
10	Ventilation Fan, Duct, coupler, Gate end box for Jumbo with starter, cables etc.	As per requirment	-do-	Stores, Turamdih, Narwapahar, Jaduguda
11	GI pipes & fittings (4", 2" & 1") with clamps For permanent fitting in development faces	As per requirment	-do-	Stores, Turamdih, Narwapahar, Jaduguda
12	Electrcital light fittings with cable, as permanent fittings	As per requirment	-do-	Stores, Turamdih, Narwapahar, Jaduguda

Note : The GI pipes for pump delivery / compressed air and water and cable for operating Jumbo drill has been extended about 50 mt distance from face. The temporary pipe lines have to be extended by the contractor before starting the work.

Signature of Issuing Officer -----

Signature of Issuing Officer -----

Date -----

Date -----

SCHEDULE - C

TOOLS AND PLANT OF UCIL TO BE HIRED TO THE CONTRACTOR

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

SCHEDULE - D

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

SCHEDULE - F

REFERENCE TO GENERAL CONDITIONS OF THE CONTRACT

Clause No.		
3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to Overheads and profit	Ten Percent
9.	Security Deposit	Five percent of the contract sum including earnest Money.
12.	Date of commencement	as stipulated in the LOI/Work Order
12.	Date of completion of work	04(four) months
32.1	Agreed liquidated damage	Upto a maximum of 5 percent of the Contract as per clause 32.1
33.	Defect Liability Period	12 months from the date of handing over the site by the contractor after his rectifying all defects pointed out during joint inspection on virtual completion of the work.
48.	On Account payment	Monthly bill
9(d)	Refund of security deposit completion of work & balance 50% after	50% of total security deposit after completion of defect liability period
34.	Insurance	as directed
52.1	Authority for appointing arbitrator.	Chairman & Managing Director, UCIL

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SECTION – VI

SPECIAL CONDITIONS OF CONTRACT

SECTION –VI

SPECIAL CONDITIONS

1.00.00 GENERAL

The special conditions of contract form a part of tender specifications and shall be read in conjunction with General Conditions of contract.

2.00.00 Intent of Specification

The intent of specification is specified under clause 1.00.00 of Section - VII and shall be deemed as part of special conditions of contract.

3.00.00 Scope of work and services

The scope of work and services shall be as specified under clause 4.00.00 of section-vii of this tender document and shall be deemed as part of special conditions of contract.

3.01.00 Extra item of work for completion of offer/work:

Any extra item of work or services which are not specially mentioned or have not been foreseen at this stage but are required to complete the work in every respect in accordance with the specification, required for safe operation and guaranteed performance, shall be part of the scope of the work. The extra items of work shall be paid for at the rates to be mutually agreed. The time period of contract shall also be extended suitably, if required.

3.02.00 Extent of contract

The work to be performed under this contract consists in providing by the contractor within his quoted rates all labour, materials, supervision, constructional plants, equipments, supplies, transportation to or from the site, fuel, electricity, compressed air, water and all incidental items and temporary works not shown or specified in the tender document but reasonably implied or necessary for proper completion, maintenance and handing over of the works, except items specified to be furnished by the owners or others, all in accordance with the stipulations laid in the contract document and additional drawings as may be provided by Engineer –in-charge during the course of the work.

4.00.00 Plant, equipment, manpower and space requirement:

4.01.00 Plant and equipment to be deployed by contractor:

All the plant & equipments required for the fast development of work to be provided by the contractor unless specially mentioned here to be supplied by UCIL as per the schedule -B. all other items like pipe lines, hoses of different sizes, cables for temporary fitting (for the execution of work only) , Jack hammers, grouting gun , chockmates , sand , stone chips , tool and tackles etc to be arranged by the contractor. The contractor in proposal exhibit sheets shall indicate the optimum plant and equipment requirement in schedule-IV. The plant and equipment shown in the sub-subsequent period shall be additional over previous period. The contractor shall supply detailed specification of his plant and equipment with their date of purchase (enclosing copies of invoice) within one month of date of work order.

4.02.00 **Manpower to be deployed by the contractor**

The optimum manpower requirement per day shall be shown in proposal exhibit sheets. the No. of personnel per day against each category/ designation shall be shown over the required periods. He shall also supply the list of personnel to be employed along with their qualification and experience prior to commencement of work.

4.02.01 **CONTRACTOR'S SUPERVISION**

a) The contractor shall employ one or more competent and qualified technical persons and supervisors (namely- Mates, Blasters etc.) whose names shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/Engineer's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

All labour (including Supervisors e.g. **Foreman , Mining Mates, & blasters**, electricians etc.), tools, tackles, consumables not stated in the scope of UCIL but otherwise required for the completion of the work or to meet any statutory requirement will be in the scope of the contractor, irrespective of whether it is indicated or not. The site-in charge should be holder of (at least) second class Mines Manager's certificate and shall be available within 03 Miles of the site all the time & he should be available over mobile telephone except when in under ground site. He shall be assisted by sufficient Foreman(Mining) & Mining mates in such a manner that one Foreman and two Mining mates (one in each running face always present in every shift as per MMR1961. The leave and absenteeism of them should be considered while deciding the sufficiency of numbers of mates so that a person of above qualification is always present on the site.

Additionally, to look after the civil construction work a suitable qualified & experienced overseer shall be present at the site all the time. To look after the Electrical/Mechanical installations suitable qualified persons (ITI holder) shall be deployed at the work site all the time. In addition to that, at least one electrical Supervisor and Mechanical Supervisor each having Diploma/Degree in electrical and Mechanical Engg. respectively shall be deployed as overall incharge of Electrical and Mechanical installations.

All jobs /work of contractor will be examined by our supervisors /engineers and other managerial staff for quality, safety other statutory requirement.

All the persons who are to be recruited have **to be medically examined prior to the recruitment** and have **to be imparted vocational training** before engaging them in actual operations as per the Mines Act, 1952.

b) Contractor shall arrange for the testing of materials as and when required and instructed by the Engineer-in-charge or his representatives. All materials should conform to IS/CPWD specifications.

c) No any carriage/transportation for any material except otherwise stated in schedule of quantities shall be paid by the department for this work. Contractor should quote their rates accordingly.

d) Safety precautions shall be maintained by the contractor during the execution of work. Safety appliances like helmet, gum boot, safety belt, goggles, hand gloves etc shall be provided to the workmen by contractor at their own cost.

e) **Workmen insurance coverage to be covered for U/G and surface employees both upto a height of 5 mtr. for all workmen shall be obtained for this work at his own cost by successful tenderer for the whole period of the contract and shall be furnished to the corporation before commencement of the work.**

f) Contractors shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identify cards, badges etc to his employees wherever directed by the engineer.

g) The 'Engineer' wherever appears in the contract shall mean 'Engineer-in-charge' of the work.

h) All temporary diversion of roads/drains required to commence/execute the job are to be done by the contractor at their own cost.

i) The work has to be carried out in the area near running mine condition and all the rules in vogue and amended time to time shall be applicable for this work. The contractor shall comply with all amendments to the above acts.

j) Contractor has to follow guidelines of AERB (Atomic Energy Regulatory Board) issued time to time.

4.02.02 Successful tenderer must engage one experienced degree/diploma engineering holder at site during the entire working period as site in-charge for supervision of this work.

4.02.03 Severe penalty shall be imposed on the contractor, if a fatality takes place on account of lack of safety provisions or inadequate supervision of the contractor. The nature and amount of penalty shall be decided by the corporation following an enquiry into the case.

4.03.00 **Space allowed to the contractor**

The optimum space shall be allowed to the contractor for construction of industrial sheds, and residential accommodation considering his requirement as per the proposal exhibit sheets. The allocation of space particularly for residential accommodation shall entirely be on discretion of the company.

The site and adjoining access shall be handed over on time free from all obstructions. These will remain in possession of the contractor and under his control until the expiry of period of work. Any work carried out by company or by other agency may be carried out without hinder the progress and the work of the contractor.

The contractor shall be allowed to construct roadways, build offices etc. in the space, which will be allocated.

5.00.00 **System, period and method of measurement of work** Metric system of measurement shall be used in all drawings, specifications and also for preparation of bills.

5.01.00 **Period of measurement:** On the 1st working day of every calendar month for the work completed during the previous month shall be considered as period of measurement.

5.02.00 **Method of measurement:** Whenever the quantities of work are required to be determined according to advance and lead before covering up, measurements shall be taken jointly

with authorized representative of the company who shall be present at all times of working hours and entries shall be made on measurement sheets. The contractor shall notify the engineers well in advance for measurements.

5.03.00 Quantities are estimated only:

5.03.01 The quantities set out in the schedule of items are estimated quantities of the works but they are not to be taken as actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

5.03.02 Rates for altered/substituted/extra items of work may be decided by any one of the method in the chronological order tailed hereunder:

Nearest similar item of work available in the bill of quantities of the particular contract.

IF not covered in Bill of quantities, but covered in CPWD-DSR-2002 rate shall be DSR-2002 rate plus/minus % of contract value over the estimated cost.

If not covered in CPWD-DSR-2002 the rate shall be market rate and labour with 10% extra to cover for overhead and profit.

5.04.00 Contractor to assist in measurements:

The contractor shall accept as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract. He shall when he requires any part or part of works to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer or Engineer's representative in making such measurements and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by Engineer-in-charge or approved by him shall be taken to the correct measurement of the works.

Except where any general or detailed description of the work in the schedule of items expressly shows to the contrary all measurements shall be made according to the procedure set forth by the Engineer-in-charge.

6.00.00 Presence of Company's Engineer

The company will depute his Engineer or authorized representative at all times on the working days to take measurements and readings and to check survey lines and levels, to record delays, issue all instructions and approve the work being done by the contractor on behalf of company and provides materials and services. However, no work shall be held up due to the absence of such engineer or representative. If the contractor desires the presence of his engineer or authorized representative on holidays and on weekly days of rest, he shall give notice at least a week before, stating the specific purpose for which the engineer or his authorized representative is required to be present at site.

7.00.00 Contract documents

7.01.00 Supply and custody of drawings and specifications:

The drawings and specifications shall remain in sole custody of Engineer but two copies there of shall be furnished to the contractor free of cost. The contractor shall provide and make at his own

expense any further copies required by him. At the completion of the contract, the contractor shall return to the Engineer all drawings and specification provided under this contract.

7.02.00 Requisition for drawings and or specifications:

The contractor shall give adequate notice of atleast 3 months in writing for any further drawings of specification that may be required for the execution of work under the contract.

7.03.00 Drawings to be made available at site:

One copy of the drawing furnished to the contractor as aforesaid shall be kept by the contractor at the site and the same shall at all reasonable time be available for inspection and use by the Engineer and Engineer's representative and by any other person authorized by Engineer in writing.

7.04.00 Additional drawings:

The Engineer shall have full power and authority to supply to the contractor from time to time during the progress of work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of work and the contractor shall carryout and is bound by the same.

7.05.00 Revision of drawings:

The revision of drawings shall be made as and when necessary during the progress of works subject to approval of Engineer-in-charge.

8.00.00 Acceptance test:

Acceptance test during and after completion of work shall be carried out to satisfy the workmanship and guaranteed performance by way of physical inspection and checking of work as per the technical specifications.

9.00.00 Compliance with statutes and approval from DGMS:

9.01.00 Compliance with statutes & ISO

All work have to be done by the contractor as per the provision of Mines Act 1952, Metalliferous Mine Regulation 1961, Mine Rule – 1955, Indian Electricity Act and rules, Minimum wages Act and rules, contract labour (Regulation & Abolition) Act, 1970 with contract rule 1971, Indian Explosive Act & Rules and all other laws applicable to Metal Mines in regards to the works awarded. The contractor shall comply with all amendments as per the latest circulars regarding above regulations, acts and rules. The contractor should also note that UCIL is an organization having ISO-9001, ISO-14001 and IS 18001 certification. The contractor should comply and maintain quality and safety standards as per ISO-9001 and also complying ISO-14001 and IS 18001.

9.02.00 Approval / Exemption from DGMS for plant and equipment:

Corporation shall assist the contractor to obtain necessary approval/ exemptions from DGMS for the use of their plant and machinery. Necessary detail (in the prescribed Performa, if any) of equipment and plant proposed to be used shall be furnished by the contractor well in time. Any delay in getting the approval from DGMS authority, shall not be responsibility of UCIL nor will it count for delay in completion of contract. UCIL also make necessary formal application with the DGMS for

obtaining other permissions required, if any. UCIL, however, shall not be responsible in case permission are not granted or in case of any delay in obtaining such permissions.

10.00.00 **Taxes, duties and etc.**

a) The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now or hereafter imposed, increased or modified and all contributions and taxes for unemployed compensation, insurance and old age pensions or annuities now or hereafter imposed by and Central or State Government which are imposed with respect to or covered by the wages/salaries or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other Law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractor, with all applicable Central, Municipal Laws and Regulations and requirements of any Central, State or Local Government agency or authority. Changes affected after the date of tender opening or revised price bid opening whichever is later company will bear responsibilities for any increase in the taxes, duties, octroi, PF (statutory increases by the Central/State Govt. and applicable to the company).

b) **Service Tax :** Service Tax for this project shall be paid by the contractor and no extra payment against this shall be made by UCIL.

11.00.00 **Foreign technician/collaboration:**

If the contractor desires to employ foreign technician/collaborator, he shall arrange the same by himself at their own cost. The financial liabilities including foreign exchange permit etc. shall be borne by the contractor himself without any obligation to the company.

N.B.: Financial liabilities mean the expenses of getting foreign exchange permit, if any.

12.00.00 **Alteration, additions and omissions:**

12.01.00 **Day work schedule:**

The engineer may if in his opinion it is necessary or desirable order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work under the conditions set out in the day-work schedule included in the schedule - XI and at the rates and prices as indicated by him in his tender and failing the provisions of a day work schedule he shall be paid at the rates and prices under the conditions contained in a schedule of day-work considered reasonable by the Engineer-in-charge. Schedule - XI shall be with respect to Indian manpower only.

12.02.00 **Contractor to furnish receipts & vouchers:**

The contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amount spend and before ordering materials shall submit to the Engineer quotations for the same for this approval.

12.03.00 **Contractor to maintain & furnish list of all workmen employed on day-work basis and materials consumed:**

In respect of all work executed on a day-work basis the contractor shall during the continuance of such work deliver each day to the Engineer an exact list in duplicate of the names occupations and time of all workmen employed on such work and a statement also in duplicate showing the

description and quantity of all materials and plant used thereon or therefore. One copy of each list and statement will if correct or when agreed by signed by the Engineer and returned to the contract. At the end of each month the contractor shall deliver to the engineer a priced statement of the labour, materials and plant (except as aforesaid) used and the contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reasons the sending of such list or statement by the Contractor in accordance with the foregoing provision was impracticable he shall nevertheless be entitled to authorize payment for such work whether as day work (on being satisfied as to the time employed and plant and materials used on such work) or at such value therefore as he shall consider fair and reasonable.

12.04.00 **Contractor to furnish monthly account of open/extra items of work:**

The contractor shall send to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the contractor's failure to comply with this condition if the contractor has at the earliest practicable opportunity notified the Engineer in writing that he intends to make a claim for such work.

13.00.00 **Service, facilities, materials and equipment to be provided by company**

13.01.00 **Services and facilities**

13.01.01 Access to work site and land as required as per scope of work will be provided by company.

ELECRICITY AND COMPRESSED AIR

13.01.02 a) **ELECRICITY:** The contractor shall arrange the DGs as required and make his own arrangement for power distribution from the D. G. set till availability of UCIL power which will be supplied to the contractor free of cost.

b) **COMPRESSED AIR:** The contractor shall arrange the compressed air as required and make his own arrangement for distribution from the Compressor till availability of UCIL compressed air which will be supplied to the contractor free of cost.

13.01.03 The industrial and potable water will be supplied to the contractor free of cost at a specified point. In this connection, he will indicate the consumption pattern for the period of his work within one month of signing of contract.

Cap lamps for underground use of workers will be provided by the corporation along with the charger and charging rack free of cost. The contractor shall arrange to provide other safety gadgets (like helmet, gumboot, earmuff, dust respirator etc.) to his worker at his own cost.

13.02.00 **Materials :**

13.02.01 **The following Materials will be issued as per details mentioned in Schedule-B free of cost:** Explosives , Detonators, Rock bolts of 1.5, 2 & 3mt length as per requirement ,Wire mech/chain link etc,Diesel, lubricants and spares for the LHD/LPDT & Jumbo for operating in the mines, cement, RCC steel rods, Drill strings for Jumbo drill,Ventilation Fan with ducting, coupler, Gate end box for Jumbo with starter, cables etc., GI pipes & fittings (4", 2" & 1") and clamps for permanent fitting in development face, Electrical light fittings with cable, as permanent fittings.

13.02.03 The contractor shall draw the materials issued on chargeable basis as well as free of cost from department as stipulated in the contract from time to time depending upon the requirement of the same at site of work. Draw of materials surplus to the requirements, is prohibited. If however, after the completion of the works surplus materials which are unused and perfectly in good condition and acceptable to the department are left with the contractor, he should return these surplus acceptable materials given by the department to the contractor. The material shall normally be collected by contractor from Turamdih Stores and in some cases from Narwapahar stores or Jaduguda Stores at their own cost, if the material is not available.

13.02.04 It shall be the contractor's responsibility to incorporate in the works included in the scope of the contract, all the materials issued to him. Any excess quantity of materials issued beyond their theoretical consumption including the permissible excess consumption to allow for wastage etc. will be charged for at PSL rate plus overhead charges or as decided by Corporation as the case may be.

Recoveries from the R.A. Bills for cost of materials issued on chargeable basis, if any, will be made on the basis of actual consumption of these materials at site or work. However full recoveries shall be affected when the concerned items of work are fully completed.

The contractor shall construct at his own cost suitable godown at site of work for storing adequate quantity of cement in weatherproof walls. The cement shall be stacked in rows of two bags each and not exceeding 10 Bags in height. A clear walking space of at least 500mm shall be left in between the two rows as also from the surfaces of sidewalls. Steel bars of sections shall be stacked at site properly preferably on wooden sleepers, to prevent excessive rusting. Wastage of steel shall be kept to the minimum.

The Materials/Machinery issued to the contractor on free of cost/ chargeable basis will be under safe custody by providing necessary security arrangements by the Contractor at their own cost. The Contractor has to furnish an Indemnity Bond on stamp paper. In case of any theft of Materials/Machinery, damage of machinery during safe custody of contractor, recovery will be made as decided by the corporation for the same. If any fault on the part of contractor is found for the same, suitable action including termination of Contract also should be taken against the contractor as decided by corporation.

14.00.00 **GOVERNMENT LABOUR ACT:**

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

15.00.00 **CONTRACT LABOUR ACT**

According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract (Regulation & Abolition) central rules, 1971, contractors engaging 20 or more contract labour on any day are required to obtain the License from the A.L.C.(C), Chaibasa. In the event of the breach

of aforesaid conditions, the contractor shall be open for action as deemed fit by the concerned labour authorities of the Central Government.

16.00.00 Final Bills will not be entertained unless the same is accompanied by an Affidavit in Form No. `M' with particulars in Form No. `N' as per Rule 40(10) of Jharkhand Mineral concession Rules. Transport challan in Form No. `F' in original will also be enclosed along with final bill. In case contractors fail to fulfill above stipulation royalty at the prescribed rates the company will deduct i.e. penal rates at the time of release of final bill and it will be deposited to the Office of District Mining Officer, Jamshedpur.

17.00.00 Cement and Reinforcement bars required for construction of contractor's hutments, stores, godown their site office etc shall be arranged by the contractor himself at their own cost. However subject to availability with the corporation, the above materials may be issued on chargeable basis as per norms of the corporation on request of the contractor.

18.00.00 In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by corporation towards Labour, Plant and Machinery etc. to the contractor for this work.

19.00.00 In case payment of labourers engaged for this work, has not been made on stipulated payment day, Corporation shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Contractor.

20.00.00 Necessary workmen insurance coverage and labour license shall be obtained as per *Under ground working* by the contractor for required nos. of workmen to be engaged for this work at his own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work.

21.00.00 Labour license, workmen insurance & execution of agreement should be done by the successful Contractor/Tenderer before commencement of this work without which contractor will not be allowed to start the work.

22.00.00 No any extension of time will be allowed against this work on above grounds i.e. non fulfilment of above clauses or delay in implementing of the above clauses.

23.00.00 Tenderer shall have to provide the facilities under the provision of Contract Labour (Regulation & Abolition) Act, 1970 - Section - 16,17,18 and19, Chapter-V - "Welfare and Health of Contract Labour".

24.00.00 Quantity of any individual item may vary to any extent and be excluded altogether. Contractor will carryout all works up to a total variation of + 15%(FIFTEEN) on the contract price and all quoted rates shall remain firm within this limit.

25.00.00 All the rates quoted by Tenderer shall be inclusive of necessary staging, scaffolding and all other arrangements which ever be necessary to complete the work at no extra cost to the corporation for any item of the work.

26.00.00 **TESTING OF MATERIALS**

Contractor shall arrange for the testing of materials as and when required and instructed by the Engineer-in-charge or his representative(s).All materials should conform to IS/CPWD/DGMS specifications.

27.00.00 Unless specifically mentioned otherwise in the contract, the Tenderer shall quote for the finished items and shall provide for the complete cost towards labour, materials, erection and dismantling of necessary scaffolding, levies, all taxes, royalty, transport, storage, repairs, rectification, maintenance till handing over, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to contract.

28.00.00 Contractors shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the Engineer.

29.00.00 **Advance and progress payments:**

Advance: No advance will be paid to the contractor.

Payment of bills: Billing schedule defining all components along with sequence and projected time schedule of payments shall be prepared by the contractor and get approved by corporation well in advance to enable corporation include the said billing schedule in his cash flow projections to appropriate authorities: otherwise payment may be delayed. Any such delay in payment due to lapse of contractor in this regard, shall not relieve the contractor of any of his obligations under the Contract. Progressive bills shall be submitted monthly to the Corporation.

Seventy five percent (75%) of net payment upon each of the Engineers' certificates shall be made by the owner within fifteen days and the balance twenty five percent (25%) payment shall be made within one month after issue of such certificate. The payment of running account bills shall be made after recovery of statutory deductions and advance together with interest @ 10% of each progressive bill till the whole advance with interest is recovered @ 10% of each progressive bill till the whole advance with interest is recovered.

FINAL BILL PAYMENT:

The contractor shall submit the final bill within three months of the physical completion of the works. The contractor shall make no further claims after submission of the final bill. The contractor should submit the final bill along with "No claim Certificate" and payment of the bill for quantities and rates as approved by the engineer in charge shall be made within 6 months, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

All payment shall be made in Indian Currency only. No payment will be made in Foreign Currency.

Validity of prices: All prices are valid up to the currency of the contract or extended period if any, there shall be no variation in the awarded contract price as well as rates for open / extra items of work. No escalation will be paid due to any increase /decrease in cost of material, fuel or wages.

32.00.00 **GENERAL REQUIREMENT:**

32.01.00 **Notices and payment of fees:**

The contractor shall give all notices and pay all fees required to be given or paid by any act of parliament or any regulation or bye-law of any local or other statutory authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the works or any temporary works. The contractor shall conform in all respects with the provisions of any general

or local act of parliament and the regulations or bye-laws of any local or other statutory authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the owner indemnified against all penalties and liability of every kind for breach of any such act regulation or bye-law.

32.02.00 Convenience of public:

All operations necessary for the execution of the work and for the construction of any temporary works shall so far as compliance with the requirements of the contract permits be carried on so as not to interfere un necessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the owner or of any other person and the contractor shall save harmless and indemnify the owner in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matter.

Commencement time and delays:

Commencement of work and security deposit:

The contractor shall commence the works as per his programme of work approved by the Engineer after the receipt of Letter of Intent or work order, which ever is earlier by him in writing to this effect from the owner/Engineer and shall proceed with the same with due expedition and without any delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control. The contractor shall not be given possession of any site for commencement of execution of the works and unless and until he has paid the initial security deposit equal to five (5%) percent of the contract price.

34.00.00 The special conditions of contract supersedes the general conditions of contract wherever applicable.

35.00.00 The defects observed during defect liability period due to any reason will be removed by contractor at their own cost. Any other material shall not be given by department free of cost.

36.00.00 All work shall, unless specified otherwise, confirmed to the latest revision of Relevant Indian Standard specifications and codes of practice. In case of any particular aspect not specifically covered the standards the standard practice as may be specified by Engineer shall be final and binding.

37.00.00 Mode of measurement of quantities, lead, lift, deduction of voids etc. shall be as per IS/CPWD specifications unless otherwise stated in the Schedule of Quantities enclosed with this tender document.

x x x x x x

SECTION-VII

TECHNICAL SPECIFICATION

1.00.00 INTENT OF SPECIFICATION

1.01.00 The Intent of this specification is to cover all works for “Underground Development Work of drift, cross cut and Eight degree decline at Mohuldih Mines at 2nd level (95 m RL)”

1.02.00 The drift, crosscut and eight degree decline to be developed by the contractor from 95 m RL in mohuldih mines as per the dimensions (decline – 5 x 3.2 mts and crosscut & drift – 4.5 x 3.2 mts) and drawing supplied with tender.

1.03.00 Proposal exhibit sheets enclosed in section VIII of this specification form a part of this specification.

1.04.00 Drawing enclosed in section-IX of the specification form a part of this specification.

1.05.00 In case of any conflict between various section/subsections of these documents and specifications, the same shall be referred to the Engineer for clarification whose decision shall be final and binding.

2.00.00 DESCRIPTION OF WORK & MINING OPERATION

2.01.00 GENERAL INFORMATION ON GEOLOGY AND MINING OPERATIONS

Geology of Mohuldih Project: The area belongs to the Singhbhum shear zone and in this zone the shear passes through the Iron Ore Stage of rock and run nearly East-West. The Uranium occur mainly in two parallel bands, the hangwall (HW) lode is hoisted by tourmaline – bearing quartz sericite whereas the footwall (FW) lode is associated with magnetite-bearing quartzite. These are overlain by chlorite schist, which is the westerly extension of the Turamdih – Keruadungri horizon and it hosts subsidiary Uranium mineralisation, in the form of auxiliary lode.

The mineralisation is mostly in the form of uranium (U_3O_8), and the associated minerals are apatite and tourmaline. The deposit is in secular equilibrium as observed by the fair degree of agreement between the chemical and radiological grades.

3.00.00 **SITE INVESTIGATION:**

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

4.00.00 **SCOPE OF WORK :** The contractor is required to develop eight degree decline(5 mt x 3.2 mts) , drift and cross cut (4.5 x 3.2mts) Development Work at Mohuldih Mines at 2nd level (95 m RL) as per drawing with proper supports by R.B. and chockmates, stulls etc , if required, without any overexcavation, for which no extra charge shall be payable.

The contractor shall arrange DG set for his power requirement, Compressed air for drilling, and all other equipments and machineries tools & tackles required for the job, till the UCIL supply power & comp. Air. Therefore the contractor should quote the rates accordingly in two separate parts- Part- 1 and -B of the price part of the tender. These rates shall be considered for deciding L- 1 party on 50% & 50 % weightage basis.

UCIL will provide only land for contractor's camp, office, waste dump. All other facilities are to be developed by the contractor.

The industrial water and drilling water shall be provided at a point in the eight degree decline. The pipe lines laying should be done by the contractor.

The UCIL shall issue explosive and detonators for the work free of cost however contractor shall achieve the powder factor as decided mutually. Any excess consumption will be charged to the contractor.

The equipment like exploder, ohm meter, tools and tackles, stemming rod, scraper stemming clay etc required for blasting shall be procured by the contractor.

All the manpower & Supervisors required for the job shall be arranged by the contractor.

The Project In-charge shall have minimum 2nd Class Mine Manager Certificate of Competency and each shift shall be under one qualified Diploma (Mining) having Foreman Certificate of Competency. The work shall be carried out in all the 3 shifts.

Other than the above mentioned operations, if any other works required or as directed by the Engineer In-charge for the other work shall also be in the scope of contractor.

The tenderer shall make arrangement for ventilation for constantly providing fresh air to working faces and for removing dust and fumes by extending ventilation duct and installing auxiliary fans, as required. He shall remove water from the working face by means of pumping accumulated due to drilling and washing of faces or through natural seepage of ground water.

He shall indicate his method of working, manpower requirement and sequence of operation in the exhibit proposal sheets.

4.01.00 **Extra items of work**

Tenderers shall agree to take up extra item of work which has not been covered under the scope of agreement by which the company requires to be done in connection with the work under the contractor as per details design submitted by UCIL . The work will be undertaken at mutually agreed rates

The tenderer shall provide adequate ventilation and illumination as per MMR1961.

4.02.00 **Scope for mobilization.**

4.02.01 The contractor has to mobilise his men and machine within a period of 45 days so that work can be completed on scheduled time.

4.02.02 **Supply, construction, fabrication and installation of plant and equipment**

4.02.03 Establishment infrastructural facilities and construction of camp:

Tenderer shall establish infrastructure like shed for work shop, store, cement godown, project office etc, at their own cost.

5.00.00 **Technical Specification**

5.00.01 **Survey and Reference lines**

a) **Survey and Reference point**

The company shall provide initial survey reference points for starting the work. The contractor shall further carryout the works in accordance with the specified alignment, Grade, centers etc.

b) **Check Survey**

The company shall make check surveys for proper gradient and alignment at any time on request of the Engineer and as mutually agreed and the contractor shall discontinue his work to such an extent as may be necessary for this purpose. Such discontinuance will not count for delays. These check survey will in no way relive the responsibility / obligations of the contractor as per the contract. The cycle of operations should not be disturbed by the survey.

6.00.00 Breaking and support of ground and maintenance of excavation

a) **Dimension or Volume of Excavation**

The contractor will make every effort to adhere to the dimensions for excavation with allowable tolerance so that excavation will be adequate for the use, it is meant. No payment on account of over break during excavation shall be payable by the company except geologically disturbed ground. In geological disturbed ground he shall drill and blast the round such a way that over excavation is minimum. In case of any excavation in excess of 5% by volume due to geologically disturbed ground, such over break of excavation in excess of 5% shall be paid for to the contractor at the rate of 60% of this excavation. Such over break will be certified by the Engineer. However for concreting of the over break area over and above the designed dimensions in geological disturbed ground; the Corporation shall pay for the actual concreting at 75% of the rates of concreting applicable to the depth area of work.

b) **Blasting damage**

The contractor shall make every effort to get smooth periphery of excavation after blasting and scaling of loose. The contractor will be held responsible for any damage due to blasting and all blasts must be controlled to prevent shattering of ground around excavated areas.

c) **Temporary support**

Wherever/ whenever necessary temporary support shall be erected and maintained so as to keep the wall/ side and roof of the excavation in safe condition till the permanent support is provided. Chockmates, timber etc shall be provided and fixed by the contractor as and when required.

d) Loose Rock

The slabs which cannot be scaled will be secured by Rock Bolts, wire mesh etc. and the contractor shall be paid for at unit rates provided in the contract.

7.00.00 Handling of Water

The contractor will handle water from face to 1st level sump, if any, at their own cost. Contractor shall maintain proper drain to keep the water away from other working faces. The water from First level sump to surface shall be dewatered by UCIL.

8.00.00 Ventilation

The contractor will take special care for ventilation and make necessary arrangement to attain the standard of ventilation where he has to work, So that there is no built up of fumes and noxious gases. Specially, percentage of CO in the air should be within the permissible limit as laid down in MMR 1961 and instructed by DGMS. For this he will monitor at the start of each shift and the report for the same will be submitted to the Engineer.

9.00.00 Rock bolting

The contractor shall drill holes and install rock bolts grouted type in 1.2 x 1.2 mts grid pattern depending upon the location in excavations with prior approval from the Engineer in-charge of the company. The installation of these rock bolts will be accepted after pull test in presence of company's representative. The installation of such rock bolts shall be paid as per the length of the rockbolt at the rates mentioned in the price part.

Standard for concrete

All the admixture for reinforced and plain cement concrete shall confirm to the standard as follows:

Fine and coarse aggregate confirm to IS 383-1963.

Sand used confirm to IS specifications.

RCC 1:1.5:3 (1 Cement: 1.5 Coarse sand: 3 Graded aggregate of 20 mm nominal size)

PCC 1:2:4 (1 Cement: 2 Coarse sand: 4 Graded aggregate of 20 mm nominal size)

While concreting is being done test blocks shall be made and tested as per IS specifications.

i) All RCC/PCC works shall be carried out by the contractor as per latest IS standard.

SPECIFICATION TO BE FOLLOWED

The work shall, unless specified otherwise, confirm to the latest revision of relevant Indian Standard specifications and code of practice. In case of any particular aspect not specifically covered the standard, the standard practice as may be specified by Engineer shall be final and binding.

MODE OF MEASUREMENT : Mode of Measurement of quantity, lead, lift, deduction of voids etc. shall be as per IS /CPWD specifications unless otherwise stated in the schedule of quantities enclosed with this tender document.

11.00.00 Time schedule of work

11.01.00 Overall time schedule

The overall time schedule to complete the job under the scope of the work will be 04 (Four) months from the date of commencement of work excluding mobilization period of 45 days.

11.02.00 Phase wise time schedule of work

The contractor in his proposal will indicate phase wise time schedule of work to complete the total job under the specified time as above as per the Proposal Exhibit Sheets. (Schedule No. X).

SECTION - VIII

PROPOSAL EXHIBIT SHEETS

SECTION – VIII

PROPOSAL EXHIBIT SHEETS

1.00.00 INSTRUCTION TO TENDERER

The tenderer shall fill in the technical information and data required in the following schedules and submit the same along with the proposal.

1.01.00 PART - I (Un priced proposal)

	Schedule	Particulars
1.01.01	I	Key information about the proposal
1.01.02	II	Scope of work and service and method of working
1.01.03	III	Guarantee performance
1.01.04	IV	Plant and equipment schedule
1.01.05	V	Space requirement for infrastructure and facilities
1.01.06	VI	Manpower schedule and organization chart
1.01.07	VII	Drawing and data submission schedule
1.01.08	VIII	Deviation, if any from the specification
1.01.09	IX	Experience list
1.01.10	X	Time schedule of work
1.01.11	XI	Day work Schedule

1.02.00 PART - II (Priced proposal)- (Must be in sealed condition)

	Schedule	Particulars
1.02.01	I	Price schedule (Part – A & Part - B
1.02.02	II	Declaration sheet

PART - I

UN-PRICED PROPOSAL

SCHEDULE - I

KEY INFORMATION ABOUT THE PROPOSAL

Tenderer shall furnish the following information:

1. Tenderer's complete company name with address :
2. Tenderer's proposal No.:
3. Tenderer's Proposal date :
4. Tenderer's proposal validity from date of opening of tender:
5. Name and designation of the officer of the tenderer to whom all references shall be made for expedition technical co-ordination:

SCHEDULE - II

SCOPE OF WORK AND SERVICES AND METHOD OF WORKING

1.00.00 SCOPE OF WORK AND SERVICES

Tenderer is to note that scope of work and services under this specification shall be as per clause No. 3.00.00 of Section-VII

The tenderer shall conform whether the scope of work and services offered by him is strictly in accordance with the tender document or has deviation(s) from the tender documents by putting "Yes or No" against the following and shall be signed by his authorized representative.

1.01.00 The scope of work and services offered under the proposal is in compliance with Section-VII of tender document in all respects : Yes/No

1.02.00 The deviation from tender document in respect of scope of work and services are mentioned in Schedule-VIII of proposal exhibit sheets with this offer.: Yes/No

2.00.00 Method of working

Tenderer has to give brief description of his proposed method of working mentioning plants, equipments deployment, manpower requirement, sequence of operation and rate of advance per round/ week as the case may be.

X X X X X X

SCHEDULE – III

GUARANTEE PERFORMANCE

Tenderer shall give performance guarantee for the following:

- 1.0 RCC/ PCC Concreting
- 2.0 ROCK BOLTS

SCHEDULE - IV

PLANT AND EQUIPMENT SCHEDULE

Tenderer is to provide the list of proposed plant and equipment to be engaged at site along with brief description of specification and indicate the numbers required for this contract for this work.

Particular of Plant and equipment	Brief specification	Nos. required	Remarks
-----------------------------------	---------------------	---------------	---------

- 1. Drilling
 - a) _____
 - b) _____

- 2. Blasting
 - a) _____
 - b) _____

- 3. Mucking and loading
 - a) _____
 - b) _____

- 4. Hoisting
 - a) _____
 - b) _____

- 5. Ventilation
 - a) _____
 - b) _____

- 6. Pumping
 - a) _____
 - b) _____

- 7. Concreting and lining
 - a) _____
 - b) _____

- 8. Compressed air
 - a) _____
 - b) _____

9. Workshop and garage

a) _____

b) _____

10. Power supply

a) _____

b) _____

11. Miscellaneous (if any): Surface vehicles

a) _____

b) _____

SCHEDULE - V

SPACE REQUIREMENT FOR INFRASTRUCTURE AND FACILITIES

Tenderer is to provide the requirement of space for proposed infrastructure and facilities for this work

Particulars of Infrastructure and facilities	Area required

1. Industrial sheds

2. Residential houses

SCHEDULE - VI

MANPOWER SCHEDULE AND ORGANIZATION CHART

Tenderer is to provide the list of proposed personnel and their numbers (with leave, sick and absenteeism) to be employed by him (mentioning whether foreigner/on company's roll/locally recruited) for this work.

1. MANPOWER SCHEDULE

SL. NO.	Particulars	No. required during the contract

a) Officer

b) Office staff

- c) Work shop staff
 - d) Mining staff
2. Organization chart

SCHEDULE - VII

DRAWING AND DATA SUBMISSION SCHEDULE

Tenderer shall submit the drawings, data under this specification and shall mention the time of submission taking the date of issue of L.O.I. as Zero date as per given format:

Sl. No.	Description	Submission of approval
1	Drawing th week
2.	Datath week
3.	Write-upth week
4.	PERT Networkth week

SCHEDULE - VIII

DEVIATION (IF ANY) FROM THIS SPECIFICATION

If the proposal has got any commercial/technical deviation from the tender specification tenderer shall tabulate below those deviation and variation exhaustibly.

A. Commercial deviation

Clause No.	Page No.	Details of deviation and variation

B. Technical deviation

Clause No.	Page No.	Details of deviation and variation

SCHEDULE - IX

EXPERIENCE LIST

Tenderer shall furnish his similar mining experience in the following format:

1. Name of work :
2. Name of the project :
3. Name and designation of the project authority :
4. Scope of work in brief:
5. Collaboration with any overseas company/firm :
6. Duration and date of commissioning/ completion of work/project :
7. Contract price :
8. Any other relevant information to prove the capability of the contractor :

SCHEDULE - X

TIME SCHEDULE OF WORK

Tenderer shall indicate tentative time schedule of work under this specification from zero date.

SCHEDULE – XI

DAY WORK SCHEDULE

Name of work: Underground Development Work of drift, cross cut and Eight degree decline at Mohuldih Mines at 2nd level (95 m RL).

Particular	Unit	Rate @ Rs. Per Unit
A. Labour		
1.Un-skilled (Locally recruited labour)	Shift of 8 Hrs.	
2. Skilled Workers	-do-	
3. Supervisor	-do-	
B. Materials		
1.		
2.		
3.		

C. Plant and Equipment		
1.		
2.		
3.		

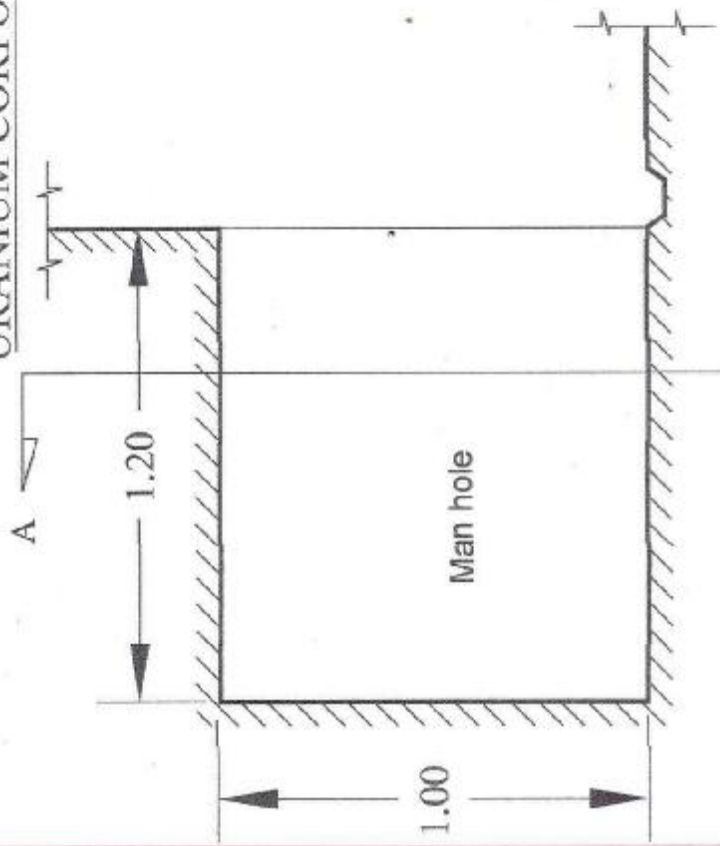
SCHEDULE- XII

DRAWING

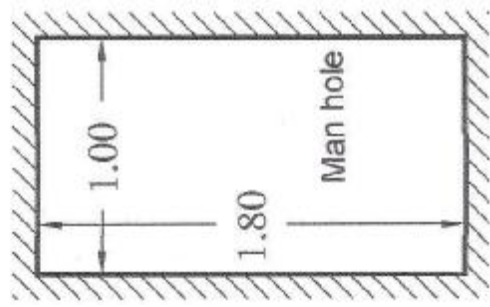
The following drawing shall form a part of tender specification and read in conjunction with the same.

Sl. No.	Particulars
01.	Section of the eight degree decline face at Mohuldih mines
02.	Section of the Cross cut/drift face at Mohuldih mines
03	Plan & section of the Manhole at Mohuldih mines

URANIUM CORPORATION OF INDIA LTD.



PLAN



SECTION -AA'

All dimensions are in m.

URANIUM CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
MOHULDIH MINE

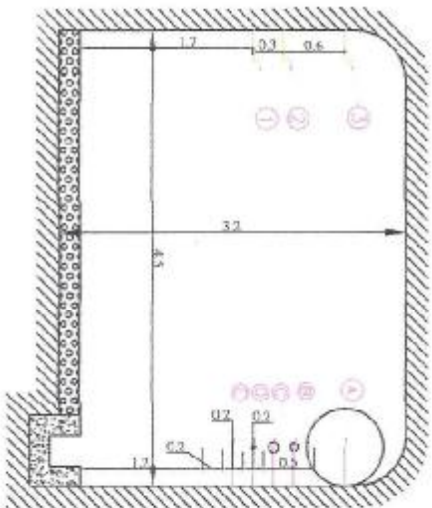
Drawn by:	
Checked by: <i>URANUMINER</i>	
Approved by: <i>URANUMINER</i>	
Scale:	
Project No.:	
Sheet No.:	
Manhole Plan & Section	

8° DECLINE MANHOLE AT MOHULDIH MINES

SCALE- 1:30

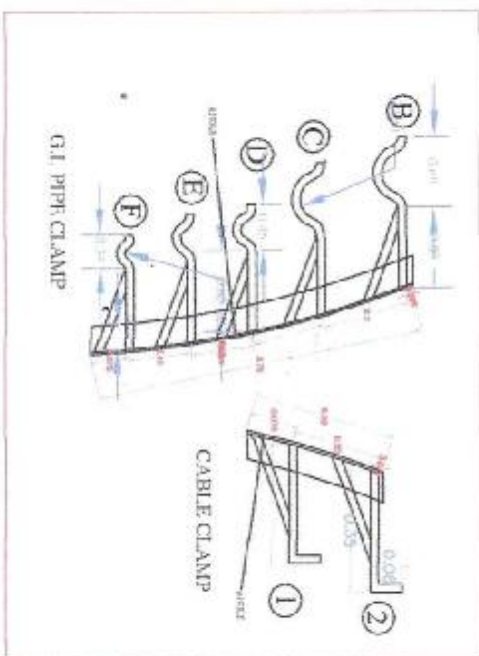
MAN HOLE PLAN & SECTION

NIT No. : UCIL/MHD/MM/02
Drifts / Cross-Cuts



SCALE:-1:70

CROSS SECTION OF DRIFTS/ CROSS CUT



- ① — 0.75x0.75 VIBR. FOOT METRIC CLAMP
- ② — 0.75x0.60 GI PIPE METRIC THUMB
- ③ — 1.10x0.60 GI PIPE ELECTRIC THUMB
- ④ — 1.10x0.50 COMPRESSED AIR THUMB
- ⑤ — 0.75x0.60 GI PIPE METRIC WATER THUMB
- ⑥ — CABLE CLAMP
- ⑦ — CABLE CLAMP
- ⑧ — CABLE CLAMP

All dimensions are in m.

<p>LEARNUM CORPORATION OF INDIA LIMITED, (A CORP. OF INDIA INCORPORATED) MOHULDIH MINE</p>	
<p>DESIGNED BY: <i>AKASH KUMAR</i></p>	<p><i>AKASH KUMAR</i></p>
<p>CHECKED BY: <i>AKASH KUMAR</i></p>	
<p>APPROVED BY: <i>AKASH KUMAR</i></p>	<p>SECTION OF DRIFT & CROSS CUT ALONG WITH SIDE DRAIN</p>
<p>UCIL/MHD/MM-004</p>	

SCHEDULE – XIII

SAFETY OF CONTRACTOR’S EMPLOYEE

APPENDIX – 1

CLASSIFICATION OF ACCIDENTS

Type – A

Fatal Injuries

Serious Injuries such as fracture, dislocation, severe burns etc.

Any Injury to give or more persons

Type – B

Minor Injuries which result in laceration, abrasion, contusion etc.

Disabling injuries but not requiring hospitalization.

APPENDIX – 2

(FORM – A)

ACCIDENT INVESTIGATION REPORT

Name of the contractor and Project:	
Nature of the Contract:	
Name of the Engineer-in-charge:	
Name of the Injured Person:	
Age:	
Date & Time of Accident occurred:	
Nature of Job:	
What was the injured person doing on the time of Accident	
Description of Accident (in detail)	
What was defective or wrong condition that was responsible for the accident?	
What was wrong with the working methods/ instruction ?	
What steps should be taken to prevent recurrence of such accident?	
Name of the Witnesses	1. 2.
Safety representative's remarks with Signature & date	

APPENDIX – 3

(FORM – B)

SUMMARY OF ACCIDENT FOR THE MONTH OF - _____

Name of the Project :	
Name of the safety representative of the Project :	
Name of the Contractor :	
Name of the Sub-Contractor :	
Total No. of persons working in the Project	
Male	
Female	
Engineers	
Supervisors	
Labourers	
Total No. of Accidents (including Type-A & Type-B)	
Disabling injuries	
Non Disabling injuries	

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

Remarks :

Signature of Safety Representative

XXXXXXXXXXXXXX

PRICE PART

N.I.T. No - UCIL /MHD /MIN /09

Special Instructions to the Tenderers

The tender should be submitted in a sealed **Cover Envelope** (super scribed with NIT No, Name of the work, date and time of opening, name & address of the party).

The cover envelope should have two more envelopes, **Envelope-I** & **Envelope-II** containing the following details.

Envelope-I: It should contain the Earnest Money Deposit /Bank Guarantee in original along with two sets of photocopies.

Envelope-II: It should contain two more envelopes, viz. **Price Part Envelope** & **Technical Part Envelope**.

Price Part Envelope: It should contain the Price Offer in original and two sets of photocopies of the same Price Offer. The quoted rates should be inclusive of all applicable taxes (service tax, sales tax, income tax etc).

Technical Part Envelope: It should contain the **Technical Part** (*without price offered*) along with the **credentials etc.** and **two sets of photocopy of these documents.**

The credentials should carry a **declaration of fulfilling the essential requirements** as specified in the tender notice and also contain a **summary supporting this declaration.**

All the envelopes should be super scribed with: NIT No, Name of the Tenderer, and Date of Opening of Tender as advertised /notified.

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

Signature of the Tenderer with Seal

N.I.T. No. UCIL /MHD /MIN /09

Schedule of Quantities for : Underground eight degree decline , drift and cross cut Development Work at Mohuldih Mines at 2nd level (95 m RL)

Part A: quote price considering the Electrical power & compressed air in the scope of UCIL (free of cost supply). Weightage of 50 % shall be given to the rates while considering L-1 party.

Sl.No	Description of item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Excavation of 8 degree Eight degree decline (5 x 3.2 mts) in hard rock as per Drg. No1 <u>including</u> all materials (<u>except</u> explosive, detonators, rock bolts, ventilation ducts, power and other cables, light fittings, all equipment (<u>except</u> Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, Gate end Boxes, fuel and lubricants for these equipment) and all labour, plant, tools, tackles, whatsoever and all incidental miscellaneous works like fitting /laying /installation / charging /connection /disconnection / maintenance /repair of 1", 2", 4" pipes, fittings, valves, fans, ventilation ducts and cables, (signalling /lighting /power) and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.	25	RM		
(Rupees only)					
2	Excavation of Drifts /X-Cuts in 1:100 gradient (as per Drg No-1) (4.5 x 3.2 mts) in hard /soft /weathered rock formations including all materials (<u>except</u> explosive, detonators, rock bolts, ventilation ducts, power and other cables), all equipment (<u>except</u> Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, Gate end Boxes, Lighting transformers, cap lamps, fuel and lubricants for these equipment), all labour, plant, tools, tackles, transportation of all materials from surface to underground and vice versa and all incidental miscellaneous works like fitting /laying /installation / charging /connection /disconnection / maintenance /repair of 1", 2", 4", pipes, ventilation ducts and cables, (signalling /lighting /power) and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.	429	RM		
(Rupees only)					

3	<u>Excavation of Manholes in Eight degree decline /Drifts /X-Cuts</u> (as per MMR 1961) of specified dimensions in hard /soft /weathered rock formations including all materials (<u>except</u> explosive, detonators), all equipment, all labour, plant, tools, tackles and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge	20	Cu M		
(Rupees only)					
4	<u>Stripping</u> in hard /soft /weathered rock formations in roof, floor, sides at any working level including all materials (except explosive, detonators) all equipment (except Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, fuel and lubricants for these equipment), all labour, plant, tools, tackles, all activities whatsoever and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.	2,000	Cu M		
(Rupees only)					
5	Preparation & Maintenance of underground road by cutting, levelling, loading of aggregates (12mm, 20mm and 40mm down size) and transporting from surface to underground and spreading the aggregates and / or loose muck including cost of all labour, material, stone chips and tools for the above as per the drawing and direction of engineer in charge.	300	RM		
(Rupees only)					
6	Construction of <u>side R.C.C.</u> 1:1.5:3 (1Cement: 2 Coarse Sand: 4 Graded stone aggregate) <u>drain and cross drains</u> and related civil works including cost of all labour, tools, plant and material required for hard rock cutting/ digging, levelling, material loading and transportation from surface to underground, reinforcement work, shuttering, mixing and pouring, vibrating, casting of concrete as per the drawing and as instructed by the engineer in charge Excluding the cost of cement and RCC rods	300	RM		
(Rupees only)					
	Grand Total				

N.I.T. No. UCIL /MHD /MIN-09 , Open Items(Part - A)

for Underground eight degree decline , drift and cross cut Development Work at Mohuldih Mines
at 2nd level

Note: quote price considering the Electrical power & compressed air in the scope of UCIL (free of cost supply). Weightage of 80 % shall be given to the rates while considering L-1 party.

1	<u>Installation of rock bolts</u> of 20mm dia grouting 2.0 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts & cement) complete as per directions of engineer-in-charge.	4,000	No		
2	<u>Installation of rock bolts</u> of 20mm dia grouting 1.5 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts and cement) complete as per directions of engineer-in-charge.	1500	No		
3	<u>Installation of rock bolts</u> of 20mm dia grouting 3.0 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts and cement) complete as per directions of engineer-in-charge.	2000	No		
4	<u>Fixing of wire mesh /chain link</u> including cost of carriage of wire mesh /chain link fencing, labour, tools and tackles etc. but excluding cost of wire mesh/ chain link fencing complete as per directions of Engineer-in-charge	400	Sq. M		
	<u>Total for open items (Part – A)</u>				
	<u>Grand total (BOQ + Open items) for Part - A</u>				

Note : The quoted rates should be inclusive of all applicable taxes(service tax, sales tax, income tax etc).

Part B : quote price considering the Electrical power & compressed air in the scope of the contractor. Weightage of 50 % shall be given to the rates while considering L-1 party.

Sl.No	Description of item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Excavation of 8 degree Eight degree decline 5 x 3.2 mts in hard rock as per Drg. No1 <u>including</u> all materials (<u>except</u> explosive, detonators, rock bolts, ventilation ducts, power and other cables, light fittings, all equipment (<u>except</u> Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, Gate end Boxes, fuel and lubricants for these equipment) and all labour, plant, tools, tackles, whatsoever and all incidental miscellaneous works like fitting /laying /installation / charging /connection	25	RM		

	/disconnection / maintenance /repair of 1", 2", 4" pipes, fittings, valves, fans, ventilation ducts and cables, (signalling /lighting /power) and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.				
(Rupees only)					
2	Excavation of Drifts /X-Cuts in 1:100 gradient (as per Drg No-1) 4.5 x 3.2 mts size in hard /soft /weathered rock formations including all materials (<u>except</u> explosive, detonators, rock bolts, ventilation ducts, power and other cables), all equipment (<u>except</u> Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, Gate end Boxes, Lighting transformers, cap lamps, fuel and lubricants for these equipment), all labour, plant, tools, tackles, transportation of all materials from surface to underground and vice versa and all incidental miscellaneous works like fitting /laying /installation / charging /connection /disconnection / maintenance /repair of 1", 2", 4", pipes, ventilation ducts and cables, (signalling /lighting /power) and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.	429	RM		
(Rupees only)					
3	<u>Excavation of Manholes in Eight degree decline /Drifts /X-Cuts</u> (as per MMR 1961) of specified dimensions in hard /soft /weathered rock formations including all materials (<u>except</u> explosive, detonators), all equipment , all labour, plant, tools, tackles and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge	20	Cu M		
(Rupees only)					
4	<u>Stripping</u> in hard /soft /weathered rock formations in roof, floor, sides at any working level including all materials (except explosive, detonators) all equipment (except Drill Jumbo, Diesel LHD, Mine Trucks, ventilation fans, fuel and lubricants for these equipment), all labour, plant, tools, tackles, all activities whatsoever and hauling up of excavated muck from underground to the waste rock disposal site at surface within a radius of 500 m from the Eight degree decline mouth as per the direction of the Engineer-in-charge.	2,000	Cu M		
(Rupees only)					
5	Preparation & Maintenance of underground road by cutting, levelling, loading of aggregates (12mm, 20mm and 40mm down size) and transporting from surface to	300	RM		

	underground and spreading the aggregates and / or loose muck including cost of all labour, material, stone chips and tools for the above as per the drawing and direction of engineer in charge.				
(Rupees		only)			
6	Construction of <u>side R.C.C.</u> 1:1.5:3 (1Cement: 2 Coarse Sand: 4 Graded stone aggregate) <u>drain and cross drains</u> and related civil works including cost of all labour, tools, plant and material required for hard rock cutting/ digging, levelling, material loading and transportation from surface to underground, reinforcement work, shuttering, mixing and pouring, vibrating, casting of concrete as per the drawing and as instructed by the engineer in charge Excluding the cost of cement and RCC rods	300	RM		
(Rupees		only)			
	Grand Total				

Open Items (Part – B) :

for Underground eight degree decline , drift and cross cut Development Work at Mohuldih Mines at 2nd level

Note: quote price cosidering the Electrical power & compressed air in the scope of the contractor.. Weightage of 50 % shall be given to the rates while considering L-1 party.

1	<u>Installation of rock bolts</u> of 20mm dia grouting 2.0 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts & cement) complete as per directions of engineer-in-charge. Electrical power & compressed air in the scope of the contractor	4,000	No		
2	<u>Installation of rock bolts</u> of 20mm dia grouting 1.5 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts and cement) complete as per directions of engineer-in-charge. Electrical power & compressed air in the scope of the contractor	1500	No		
3	<u>Installation of rock bolts</u> of 20mm dia grouting 3.0 Mtr. in length including cost of drilling of hole, carriage of rock bolt, making platforms, grouting, labour, plant, tools and tackles etc. (excluding cost of rock bolts and cement) complete as per directions of engineer-in-charge. Electrical power & compressed air in the scope of the contractor	2000	No		
4	<u>Fixing of wire mesh /chain link</u> including cost of	400	Sq.		

	carriage of wire mesh /chain link fencing, labour, tools and tackles etc. but excluding cost of wire mesh/ chain link fencing complete as per directions of Engineer-in-charge. Electrical power & compressed air in the scope of the contractor		M		
	<u>Total for open items (Part – B)</u>				
	<u>Grand total (BOQ + Open items) of part - B</u>				

Note : The quoted rates should be inclusive of all applicable taxes (service tax, sales tax, income tax etc).

Summary :

Quoted rate in Part – A = Rs.-----, weightate value (Weightage 50%)= Rs. -----

Quoted rate in Part – B = Rs. ----- , weightate value (weightage 50%) = Rs -----
-----)

Total quoted Value (part – A & B) = RS. ----- (In words -----
-----)

Rebate : % (in words -----)

Final Weighted Quoted rates inclusive of all applicable taxes and after rebate etc = Rs. -----

Note :

1. All the rates quoted against items shall be written in figures and words without which tenders are liable to be rejected. If any discrepancy is observed then rate in words will be taken in to account.
2. Overall rebate, if any, should be mentioned in above column only and written elsewhere shall not be considered.
3. The tenderer must duly sign all the pages of tender document along with the seal of his

agency.

4. The description of the items given in the Price schedule is only a brief description of the work and in case of any ambiguity, contradiction, omission, doubt, one has to refer to the general and special conditions of the tender.
5. Validity of offer should be for a minimum period of six months from the date of price bid.
6. The price offer should include all the prevailing taxes including Work Contract Tax, Service Tax etc.
7. No escalation shall be paid for any increase/decrease in rates.

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