

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprises)
CIN : U 12000 JH GOI 000806
P.O. Jadugoda Mines ,
Dist : East Singhbhum
Jharkhand – 832 102.

PHONE NO : (0657) 2730122 , 2730222 , 2730353

FAX : (0657) 2730322

TENDER DOCUMENT

FOR

**WHITE WASHING , SNOWCEM PAINTING ETC. IN PLANT AND
ANCILLARY BUILDING IN MILL , WTP & ETP AREA.**

URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprises)

CIN : U 12000 JH GOI 000806

P.O. Jadugoda Mines ,

Dist : East Singhbhum

Jharkhand – 832 102.

(TECHNICAL & COMMERCIAL PART)

OF

NIT NO : 22/JAD/Civil(Mill) , Dt. 30-03-2016

TENDER FOR

**WHITE WASHING , SNOWCEM PAINTING ETC. IN PLANT AND
ANCILLARY BUILDING IN MILL , WTP & ETP AREA.**

- 1. To be submitted at 15.00 hours on 09/05/2016 (dated).**
- 2. Tenders shall be opened in presence of tenderers who may present at 15.30 Hours on 09/05/2016 in the office of General Manager (Pers) IRs.**

**Issued to _____
(Contractor)**

Signature of officer

Issuing the tender

Document : _____

Designation : _____

Date : _____

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SECTION – I

NOTICE INVITING TENDER

**URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISES)
P.O. JADUGUDA MINES, DIST: SINGHBHUM(EAST)
JHARKHAND-832102.**

RefNo:UCIL/Civ-409/188/2016

CIN : U 12000 JH GOI 000806

Date : 30/03/2016

N.I.T. NO : 22/JAD/Civil(Mill)

Sealed item rate tenders in two parts (Techno – Commercial Part & Part Two Price Part) in Triplicate (One Original Plus Two sets of Photo Copies) in prescribed form are invited from the resourceful contractor having experience in Civil Work / Painting Work for the following work.

1.	Name of Work	WHITE WASHING , SNOWCEM PAINTING ETC. IN PLANT AND ANCILLARY BUILDING IN MILL , WTP & ETP AREA.
2.	Estimated Cost	Rs : 21,14,527.00
3.	Duration of Contract	12 (Twelve) Months.
4.	Cost of Tender Document	Rs. 1000=00
5.	Earnest Money Deposit	Rs. 42,500.00
6.	Date of Download of Tender Document.	From 05/04/2016 onwards
7.	Last Date of Submission of Tenders.	09-05-2016 upto 3.00 PM
8.	Date of Opening of Tenders. (Techno-commercial part only)	09-05-2016 up to 3.30 PM.

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

- (i) Experience of having successfully completed Civil Works during last 07 years ending last day of month previous to the one in which applications invited should be either of the followings:-
- (a) Under single work order of value not less than **Rs. 16.92 Lakhs** (b) Two jobs of similar nature , each of value not less than **Rs. 10.58 Lakhs** (c) Three jobs of similar nature each of value not less than **Rs. 08.50 Lakhs**.

The civil work only shall be considered as similar nature of work. Full details , specifications , terms and conditions of work shall be available in the Tender Document for above N.I.T. which can be downloaded form web site of Corporation from **05/04/2016** onwards. The downloaded tender document shall be accepted along with cost of tender document in the form of demand draft drawn on SBI Jaduguda in favour of Uranium Corporation of India Limited. Fax or e-mail or postal tender will not be entertained. **Tenders received without E.M.D. , cost of tender document , service tax code no. , and P.F. registration no. will be summarily rejected.**

Sealed Tenders will be received in tender box kept at the office of **G.M. (Pers) IRs** , Jaduguda on or before **09/05/2016** up to 3.00 P.M. and Technical Part – I will be opened on stipulated date and time at Jaduguda by Chairman & Managing Director or his representative(s) in presence of Tenderers who may like to be present. The successful tenderers shall have to comply with provision of Contract Labour (Regulation & Abolition) act 1970 and rules framed ther under , EPF & MP Act , 1952 and Rules framed thereunder , if applicable to him / them.

The Corporation reserves the right to accept or reject or cancel any or all Tender(s) either in full or part thereof or to split up if necessary without assigning any reasons whatsoever. NIT is also displayed in web site of the Corporation www.ucil.gov.in. Conditional tender shall not be accepted. Hence tenderers are advised to quote their price as per above NIT condition only.

**For Chairman and Managing Director
URANIUM CORPORATOPN OF INDIA LIMITED**

DISTRIBUTION (Notice Boards) :-

**Mines Office : TMD / NWP / JAD / Bhatin / Bagjata / MLD / BND - Estate Officer : TMD/NWP/JAD-Site Officer (Mill) : TMD / JAD
Civil Office : TMD / NWP / JAD – Mill - Old Admn Building - JAD Time Office : TMD / NWP / JAD
Copy to :**

1. GM (Pers) IRs , Jadugoda | :- For information and pl. depute your representative during tender opening.
2. DGM (A/cs) Works. Jadugoda |
3. A.O. (Central Personnel) Jad |
5. |

URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES,
DIST: EAST SINGHBHUM, JHARKHAND --- 832 102

NOTICE INVITING TENDER

1. Tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda Mines for “**WHITE WASHING , SNOWCEM PAINTING ETC. IN PLANT AND ANCILLARY BUILDING IN MILL , WTP & ETP AREA.** ”.
2. The tender shall be in prescribed form and it shall be valid for a minimum period of six months from the date of opening of tender. Should the tenderer modify or withdraw his tender within the said period of six months from the date of opening of the tender, earnest money deposited by the tenderer shall be forfeited.
3. The works are required to be completed in totality within **12 (Twelve) Months** from the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later in accordance with the phasing if any, indicated by the Corporation in the tender documents.
4. Normally Contractors whose names are borne on the approved list of contractors of CPWD/PWD/MES or local reputed/experienced contractors will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors.
5. No two or more concerns in which an individual as a proprietor and /or a partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
6. Chairman and Managing Director shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract. Application for issue of Tender Document shall be submitted to the G.M. (Pers) IRs so as to reach his office not later than **09/05/2016 upto 3.00 P.M.**
7. A tenderer shall produce an Income-Tax and Sales Tax Clearance Certificate before tender documents can be issued/sold to him.
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or effect their tender. A tender shall be deemed to have full knowledge of the site, whether he inspects it or not and so no extra charges consequent on any misunderstanding or otherwise shall be allowed.
9. Submission of a tender by a tenderer implies that he has read this notice and other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the specification of the work.
10. A tenderer should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of words ‘PAISE’ after the decimal figures, e.g; Rs. 2.25p and in case of words, the words ‘RUPEES’ should precede and the words ‘PAISE’ should be written at the end.
11. **All rate shall be quoted on the tender form.**
12. In the case of item rate tender, only rates quoted shall be considered. And tender containing percentage below/above the rates quoted is liable to be rejected.
13. The tender for the works shall not be witnessed by a Contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of contractor tendering as well of those witnessing the tender to be rejected.
14. Tenders shall be received by the A.O.(G) up to 3.00 P.M. on **09/05/2016** and shall be opened on the same day **at 3.30 P.M.** in the presence of tenderers who may be present.

- 15 The tender shall be accompanied by the Earnest Money in any shape as mentioned under relevant clause. Tender received without earnest money , cost of tender document , service tax code no , pan no. , and EPF no. will be summarily rejected.
- 16 On acceptance of tender, earnest money will be treated as part of the security deposit. Failure of the successful tenderer to carry out the tendered work shall entail forfeiture of the earnest money and security deposit entirely.
- 17 Tenderers should submit their rate in Triplicate (2nd and 3rd copy shall necessarily be carbon copy of the original) duly signed by the contractor.
- 18 The Uranium Corporation of India Limited Jaduguda Mines is connected by both rail and road links and is situated on the Calcutta-Mumbai line of S.E. Rly. at a distance of 232 Kms. from Calcutta and 20 Km from Tatanagar. The name of the Rly. Station is Rakhamines. Jaduguda is at a distance of about 30 Kms. from Tatanagar by road on Tata-Mosaboni road. The main plant is located at about 3 Kms. from the Rakha mines railway station.
19. Uranium Corporation of India Limited, Jaduguda Mines will return the earnest money without any interest, to unsuccessful tenderer on production by the tenderer a certificate of D.G.M. (Mill) / Chief Supdt. (Civil) Mill after issuing the work order to L₁ party.
- 20 A tenderer shall submit the tender which satisfied each and every conditions laid down in this notice, failing which the tender will be liable to be rejected.
- 21 The Corporation does not bind themselves to accept the lowest or any tender or to give any reason for their decision.
- 22 The Corporation reserves to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
23. This notice of tender shall form part of the documents.
- 24. No escalation is payable under this contract.**
- 25.** Tenderers should submit their price bid part - II in triplicate (2nd & 3rd Copy / Set shall necessarily be photo / carbon copy of the original) and techno commercial part – I (in duplicate) duly signed by the Contractor, failing which the tender will be liable to be rejected.
- 26.** Rates quoted by the tenderer should be inclusive of all taxes , duties **including service tax** , if and wherever applicable to this contract. UCIL will not entertain any such claim.
27. Contractor will have to follow :- The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970, EPF and MP Act, 1952 and Rules framed thereunder, if applicable to him/them.
28. The down loaded tender document shall be accepted along with cost of tender document in the form of demand draft drawn on SBI Jaduguda in favour of Uranium Corporation of India Limited . Fax , e-mail and postal tender will not be entertained.
- 29.** Tender documents consisting of drawing, specification, schedule of quantities of the various classes of work to be done, the condition of contract and other documents will be available in our web site and it could be down loaded from date and time as mentioned in our NIT.
30. Conditional tender shall not be accepted. Hence tenderer are advised to quote their rate / price as per NIT conditions only , otherwise tender will be liable to be rejected.
31. The Corporation reserves the right to accept or reject or cancel any or all tender(s) either in full or part thereof or to split up if necessary without assigning any reason whatsoever.
32. The tenderer should mention their price/item rates in figures as well as in words. In case of any dispute ambiguity, the price/rate mentioned in words shall be considered as final.

33. Contractor shall have to payment the labour wages through Bank Account and submit the documentary proof for the same at the time of raising of RA bills with wage slip.

34. SERVICE TAX :- UCIL Liability --- 7.25 % of 70% of bill value to be deducted from contractor bill and to be deposited service tax authority.

PARTY'S Liability ---- Same as above but party will deposit from their own.

**For and on behalf of
Chairman & Managing Director
Uranium Corporation of India Limited**

Signature:

Designation:

Date:

SECTION -- II

GENERAL INFORMATION & SCOPE OF WORK

GENERAL INFORMATION: JADUGUDA

- | | | | | |
|-----|--|---|--|-------------------|
| 1. | Project | : | As Per NIT. | |
| 2. | Executing Agency | : | Uranium Corporation of India Ltd.
(A Govt. of India Enterprise)
P.O. Jaduguda Mines,
Dist: East Singhbhum,
Jharkhand- 832 102. | |
| 3. | Project Site | : | Jaduguda (Tailings Dam) | |
| 4. | Site | : | Jaduguda | |
| 4.1 | Location | : | Latitude – 22 ⁰ 4' N
Longitude- 86 ⁰ 16' E | |
| 4.2 | <u>Rail and Road Connection:</u> | | | |
| | <p>The Jaduguda Mill and Mines of Uranium Corporation of India Limited is about 30 Kms. from Tatanagar by road on Tata-Mosaboni Road. The nearest Railway Station is Rakha Mines , 228 Kms. from Howrah on the South Eastern Railway(Howrah-Nagpur-Mumbai line) and is 8 Kms. from the plant site. The Corporation is maintaining a beautiful residential colony for the Officers and staff having all the amenities like Shopping complex, Bank, Post Office, School, Hospital and Guest House.</p> | | | |
| 4.3 | <u>General Topography:</u> | | | |
| | <p>The Site is located at the foot of a hill which forms its southern boundary. The area is sloping towards north the average gradient being about 1-2%. There are also some undulations in the area. The grade level of the area is about 102 and 111M above M.S.L.</p> | | | |
| 4.4 | <u>Climatic Conditions:</u> | | | |
| | i) | Peak ambient temperature | : | 47 ⁰ C |
| | ii) | Lowest ambient temperature | : | 4 ⁰ C |
| | iii) | Average daily max. temperature in the hottest month
May and June | : | 40 ⁰ C |
| | iv) | Average daily min. temperature in the coldest month
December and January | : | 11 ⁰ C |
| | v) | Annual Average rainfall | : | 1400 mm |
| | vi) | Highest annual Rainfall | : | 1860 mm |
| | vii) | Heaviest rainfall in 24 hours | : | 214 mm |
| | viii) | Max. relative humidity | : | 100% |
| | ix) | Prevalent direction of wind from | : | WEST |
| 4.5 | Seismic condition | : | Zone II as per IS:
1893 | |
| 4.6 | Maximum highest flood level | : | 120 M above MSL | |

VARIATION AND SCHEDULE OF QUANTITIES

The quantities set out in the schedule of items are the estimated quantities of the permanent work only. Any individual items may vary to any extent or be excluded altogether. The actual quantities may vary from those indicated in the tender documents due to the actual condition of site or due to the other reason. The contractor shall carry out all work upto a total variation of $\pm 15\%$ on the contract price. All tendered rate shall remain firm within this limit.

SCOPE OF WORK

The building to be considered under the scope of work for painting are Mill Office, CR & D, Pilot Plant, Chemical house, MDU godown, Mill house, Crusher and Screen house, Lime Plnt, Acid plant, Boiler house, MRS, Central Stores, R&M Shop, Auto garage, Time Office (Mill) and other office in Mill area, WTP , ETP AREA.

All necessary materials, (except cement and sand) including scaffolding materials, will have to be arranged by the Contractor in their own cost.

Contractors are required to quote their rates against the items as mentioned in the Schedule of Quantities only considering all the above activities. No separate payment on any head/ground will be paid.

SECTION -- III

CONDITION OF TENDERING

PREPARATION OF TENDERS

1.1 TENDERS TO STUDY

- 1.1.1 Before submission of the tender the Tenderers are advised to made themselves fully conversant with the condition of tendering, General Conditions, Special conditions. Site conditions, specifications, schedules, Drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.
- 1.1.2 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.
- 1.1.3 The tenderer shall submit his tender strictly in accordance with the tender specified 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 any thing to be done or not to be done by the accepted tenderer or as to these instructions observed by the intending tenderer or as to these instructions observed by the intending tendere. The tenderer must set forth in writing such discrepancy doubt or obscurity, and submit the same in duplicate to the Purchaser (Attn: The Officer of the Purchaser issuing the NIT) with copies in duplicate to the DGM, (per) IRs , Uranium Corporation of India Limited, Jaduguda, so as to reach him as soon as possible, but not later than the date fixed in NIT for such purpose and if no such date is fixed in the NIT, five days before the date fixed for receipt of the tenders. The clucidation given by the Purchaser shall be final and binding of the Tenderers.

- 1.1.4 By submitting a tender for the work's 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 word in all respects according to the specifications and other conditions and that he has taken in to account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the Engineer.
- 1.1.5 The tender shall be neatly arranged, plain and intelligible with number pages. They should not contain any terms and conditions, which are not applicable to the tender.
- 1.1.6 Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.
- 1.1.7 Tenders (Price part) shall be submitted in a manner asked for.

2.1 Language

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

1.2 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.

1.3 Mis- information.

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

1.4 DOCUMENTS NOT TRANSFERABEL.

Tender documents are not transferable.

1.5 NOT MORE THAN ONE TENDER.

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

1.6 TENDER DOCUMENT PROPERTY OF THE PURCHASER.

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

1.7 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 calls for complete withdrawal of invitation of tender.

1.9 SUBMISSION OF TENDER.

Tender shall be submitted in two separate envelopes. One envelope should contain papers of Earnest Money deposit as per relevant clause and cost of tender document second envelope should contain tender document and schedule of quantities and rates. Each envelope should be properly sealed and superscribed separately with Earnest Money deposit and tender document with schedule of quantities and rates accordingly.

First of all only sealed envelope of earnest money deposit and cost of tender document will be opened and if earnest money deposit found in order, then only tender document with schedule of quantities and rates will be opened.

2.2 NIT TENDER DOCUMENT TO BE SIGNED AND RETURNED.

- All tender paper, which comprise the following, shall be signed and returned with the first copy of tender under Part-I.
- Notice Inviting Tender.
- General Information.
- Condition of Tendering.
- Forms
- General conditions of Contract.
- Special conditions of Contract.
- Technical Specification.
- Proposal Exhibit Sheets.
- Drawings and Documents enclosed with the specifications.

All pages of tender papers, drawings and documents shall be initialed at the lower right hand corner with ink only and signed by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer.

- I. Other documents as may be required to be submitted alongwith the tender in accordance with Technical Specification, Special Conditions of Contract and General Condition of Contract. When the work is awarded and the letter of acceptance issued, these documents shall become an integral part of the Contract. The tenderer shall submit in separate volumes one additional copy of the following documents duly signed by the tenderer without which the tender is liable to rejection.
 - (b) Filled in Proposal Exhibit Sheets.
 - (c) Full statement regarding the status and past experience of the of the tenderer.
 - (d) List of construction equipment / Tech. Staff / Manufacturing / Testing Facilities available for this contract along with their present conditions / Locations.
 - (e) Documents showing earnest money deposit and cost of tender document.
 - (f) Tenderer's covering letter.
 - (g) Confirmation that signed tender papers has been enclosed in original copy of tender.

2.3 ALL PAGES TO BE SIGNED.

All pages of the tenderer's offer drawings and other accompanying documents shall be initialed at the lower right hand corner with ink only and signed where required by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer before submission of the tender. All signature shall be dated.

2.4 AUTHORISATION.

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. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being 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 resolution, 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.

2.5 DELIVERY OF TENDER.

Personal delivery is recommended.

3.0 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser where by such tender shall remain open for acceptance by the Purchaser for a period of six 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 of 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 there fore requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, 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 months that 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”.

The party not satisfying the qualification criteria / failing to submit relevant documents as per NIT will be summarily rejected.

4.0 Tenders received without cost of tender document , Earnest Money , Service Tax No. , & PF No. will be summarily rejected.

GENERAL INFORMATION AND GUIDANCE FOR CONTRACTORS

The information given below is only for the Tenderer's general guidance and shall not relieve him of the responsibility for fully detailed first hand site investigation of his own before tendering.

1. **LOCATION** : **JADUGUDA MILL.**
2. **RATE** : The tenderers are required to quote the rates against all items of the schedule of quantities in words and figures clearly, failure in this respect is liable to render the tender incomplete.
3. The tenderers shall submit along with the tender a list of construction agreement and machinery in their possession and which they shall bring at site for these construction works.
4. If any clarification regarding specification, conditions of contract etc. or schedule of quantity is required, the same can be obtained by the tenderers from the URANIUM CORPORATION OF INDIA LIMITED.
5. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
6. Receipts for payment made on account of a week when executed by a firm (Partnership) must also be signed by the partners except whose the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give official receipts for the firm.
7. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown there in are approximate only, being an indication of the scope of the work enable the tenderer to tender for the different or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it, the rate stated for that part.

Earnest Money :

Earnest money as per notice inviting tender shall be deposited in any of the following form and must accompany the tender document without which tender will be summarily rejected. No interest shall be allowed on the Earnest money deposit.

i) For deposit up to Rs.5000/-	:	Cash/demand Draft payable at S.B.I., Jaduguda
ii) For deposit beyond Rs.5000/- and upto Rs.50,000/-		Deposit at call / term deposit etc. of any Nationalised Bank duly pledged in favour of UCIL.
iii) For deposit beyond Rs. 50,000/-		Bank Guarantee, issued by any Nationalised Bank

The Earnest money will be refunded to the unsuccessful tenderers within a reasonable time without any interest. The Earnest money deposited by the successful tenderer will be retained towards the Security deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to deposit the requisite security money, execute the agreement and/or start the work within reasonable time (to be determined by the Corporation after written acceptance of his tender).

Earnest money of unsuccessful contractor will be returned on their written request only after the Award of the contract without any interest.

Security Deposit : - The total amount of security deposit including the amount of earnest money will be 10 % of the awarded value of work. Upon acceptance of the tender , the successful tenderer shall within ten days of the written acceptance of his tender , deposit with the corporation the requisite amount to make the security deposit 5 % (Five Percent) of the whole of the works at the accepted rates. Such sum shall be deposited by the contractor in any of the forms stipulated hereunder.

i) For deposit up to Rs.5000/-	:	Cash/demand Draft payable at S.B.I., Jaduguda
ii) For deposit beyond Rs.5000/- and up to Rs. 1,00,000		Deposit at call / term deposit etc. of any Nationalised Bank duly pledged in favour of UCIL.
iii) For deposits beyond Rs.1,00,000/-		Bank Guarantee, issued by any Nationalised Bank

8A. In addition to the above , further amounts to the extent of 5 % of the cost of the work will be deducted from the running monthly bills by way of percentage deduction , such percentage deduction shall be at 10 % of the running monthly bills till the full amount of Security deposit is realized / retained by the corporation. Contractor shall be allowed to submit Bank guarantee in the denomination of Rs. One Lakhs or multiple thereof , in exchange of deductions more from R.A. Bills towards balance fifty percent Security deposit.

8B. Refund the Security Deposit : One half of the security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engg-in-charge is certifying in writing that the work has been completed.

On expiry of the defects liability period or on payment of amount of the final bill. Security deposit may be payable in accordance whichever is latter , the Engg-in-charge shall on demand from the contractor refunded 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.

9. If after the tender has been accepted, the tenderer fails to pay the security deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as earnest money may be forfeited. The tender shall not be allowed to increase / withdraw his tender within six months from the date of opening of the tender and if he does so the earnest money deposit may be forfeited.

10. The officer inviting tender shall have the right to reject all or any of the tender and will not be bound to accept the lowest.

11. The memorandum, the form of tender and the schedule of materials to be supplied by the corporation and their issue rates shall be filled and completed in the office of the corporation before the tender form is issued. If a form is issued to an intending tenderer without having been so filed in and complete, he shall request the Corporation to have this done before he completes and delivers his tender.
12. The tender form must be filled in English and all entries must be made by the hand written in ink. All the rates must be filled both in words and figures. If any of the documents is missing or un-signed , the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderers. Overwriting of the figures is not permitted. To comply with any of these conditions will render the tender invalid. No advice of any change in rates of conditions after the opening of the tender will be entertained.
13. Tender's shall submit the rates in duplicate (Second copy shall necessarily be Carbon copy of the Original) duly signed by the contractor. Quoted rates must be in words and figures against all items.
14. Tender shall be submitted in two separate envelope. One envelope should contain papers of Earnest Money deposit as per relevant clause and second envelope should contain tender document and schedule of quantities and rates. Each envelope should be properly sealed and superscribed separately with Earnest Money Deposit and tender document with schedule of quantities and rates accordingly. **(Not applicable)**

First of all only sealed envelope of earnest money deposit will be opened and if earnest money deposit fund in order , then only tender document with schedule of quantities and rates will be opened.

15. The tenderer should mention their price / items in figure as well as in words. In case of any dispute / ambiguity , the price / rate mentioned in words shall be considered as final. Insertions , postscripts , additions and alterations shall not be recognized unless confirmed by tenderers signature. Tenderer shall submitted schedule of items(s) and rate(s) triplicate duly signed and stamped on each page.
16. Contractor will have to follow :- The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act 1970 , EPF & MP Act 1952 and rules framed thereunder , if applicable to him / them.
18. If it is found that labour payment day is not on stipulated payment day is not followed and wage slip is not issued to the labourers engaged for this work , corporation shall compel you to stop the work and action will be initiated beside taking suitable steps to make the payment to the labourers at risk and cost of the contract.

1.1.8 **Tenders** (Technical as well as Price part) shall be submitted in a manner asked for.

1.2 **Language**

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

1.3 **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.

1.4 **MISINFORMATION**

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

1.5 **DOCUMENTS NOT TRANSFERABLE**

Tender documents are not transferable.

1.6 NOT MORE THAN ONE TENDER

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

1.7 TENDER DOCUMENT PROPERTY OF THE PURCHASER

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

1.8 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 calls for complete withdrawal of invitation of tender.

2.0 SUBMISSION OF TENDER

2.1 Tenders to be in two parts.

2.1.1 Unless otherwise instructed to the contrary all tenders shall be submitted in two parts i.e; (I) Part-I: Technical and Part-II: Price Tenders are to be submitted in double covers. The outer cover should contain the three envelopes, each sealed and marked with NIT No. closing date and name of the work tendered for. One envelope should contain Technical proposal (Part-I of the tender) and the second envelope should contain Price proposal (Part-II of the tender) and the third separate envelope should contain the documents/proof of submission of the earnest money and all the three envelope should be enclosed in the outer cover, which should be also superscribed with NIT no. date of opening and name of the work quoted for. First of all only Technical part of the offer will be opened and then only Price part will be opened at latter date only of the tenderer's who qualify technically.

2.1.2 LIST OF DOCUMENTS TO BE SUBMITTED IN PART-I

- (a) Tenderer's covering letter.
- (b) Document showing deposit of earnest money, as asked for, in the NIT in a separate sealed cover and inserting photo/Carbon copy in each copy of the technical bid.
- (c) Filled in proposal exhibit sheets. In case of Price tabulation only confirmation is to be given against each item as regards filling of prices. But the rates of items of work and amount of all the items to be mentioned only in the part-II(Price proposal of the work).
- (d) Signed NIT tender document in the first copy of the tender as per clause 2.2 and confirmation of such enclosure in balance copies.
- (e) List of jobs executed during last 07 (Seven) years with following informations:-
 - (i) Name of purchaser/employer and name of work.
 - (ii) Scheduled completion time with name and nature of jobs with awarded value.
 - (iii) Actual completion time of the work.
 - (iv) Reasons for delay in completion of the job if any.
 - (v) List of jobs, presently in hand as well as under execution alongwith above information.
- (f) List of construction equipment/Tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations.
- (g) Drawing list. (**Not Applicable**).
- (h) Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.
- (i) Financial status, Balance sheet, Profit and Loss Account for last three years.
- (j) Schedule of quantities mentioning description, quantities and units of item without mention of any rate or amount on the same.

2.1.3 LIST OF DOCUMENTS TO BE SUBMITTED IN PART-II (PRICE BID)

- a) Tenderer's covering letter.
- b) Filled in proposal sheets (mentioned under price proposal in NIT tender document) which included the list of items of work quantities of each items, rate quoted and amount computed for all items and total value of work.
- c) Any other documents as deemed necessary.

2.2 NIT TENDER DOCUMENT TO BE SIGNED AND RETURNED

- a) All tender papers, which comprise the following, shall be signed and returned with the first copy of tender under Part-I.

- ___ Notice Inviting Tender.
- ___ General Information.
- ___ Condition of Tendering
- ___ Forms
- ___ General conditions of Contract
- ___ Special conditions of Contract
- ___ Technical Specification
- ___ Proposal Exhibit Sheets

___ **Drawings and documents enclosed with the specifications.**

All pages of tender papers, drawings and documents shall be initialed at the lower right hand corner with ink only and signed by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer.

- (b) Filled in proposal Exhibit Sheets.
- (c) Full statement regarding the status and past experience of the tenderer.
- (d) List of construction equipment/manufacturing/Tech. Staff/Testing facilities available for this contract along with their present conditions/locations.
- (e) Document showing Earnest Money Deposit.
- (f) Tenderer's covering letter.
- (g) Other documents as may be required to be submitted alongwith the tender in accordance with Technical Specification, Special conditions of Contract and General Conditions of contract. When the work is awarded and the letter of acceptance issued, these documents shall become an integral part of the Contract. The tenderer shall submit in separate volumes one additional copy of the following documents duly signed by the tenderer without which the tender is liable to rejection.
 - i) Filled in Proposal Exhibit Sheets.
 - ii) Full statement regarding the status and past experience of the tenderer.
 - iii) List of construction equipment/Tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations.
 - iv) Documents showing earnest money deposit.
 - v) Tenderer's covering letter.
 - vi) Confirmation that signed tender papers have been enclosed in original copy of tender.

2.3 NUMBER OF COPIES OF TENDER

The tender shall be submitted in two copies. Each self contained complete in all respect, except that NIT document to be signed and returned only with the first copy and confirmation regarding enclosure to be made in other copies.

2.4 ALL PAGES TO BE SIGNED

All pages of the tenderer's offer drawings and other accompanying documents shall be initialed at the lower right hand corner with ink only and signed where required by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer before submission of the tender. All signature shall be dated.

2.5 AUTHORISATION

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. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being 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 resolution, 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.

2.6 DELIVERY OF TENDER

- 2.6.1 The completed tender in at least 2 sets with all accompaniments shall be submitted.
- 2.6.2 All the two copies of Part-I: Technical (including the purchaser's NIT tender document signed and enclosed with the first copy), shall be enclosed in a sealed envelope which shall be superscribed 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.
- 2.6.3 All the three copies of Part-II : Price, shall be enclosed in a separate securely sealed envelope which shall be similarly superscribed but shall have the inscription Part-II: Price.
- 2.6.4 The above two envelopes shall be enclosed in a Third sealed envelope similarly superscribed and so delivered or sent by registered post to the Purchaser's office inviting tender unless otherwise instructed to the contrary to reach him on or before the date and hour fixed for receiving the tender.
- 2.6.5 If forwarded by post, the sealed envelope containing the tender as per clause 2.6.4 above must be enclosed in another envelope properly addressed.
- 2.6.6 Personal delivery is recommended. Tenderers forwarding tender by post shall do so at their own risks and tenders received after due date and hour shall not be entertained.

3.0 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the Purchaser for a period of six months from the date the tenders are opened. During which period the tenderer shall not withdraw his offer or amend, impair or derogate therefrom.

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 so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, 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 months that 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”**.

QUALIFICATION CRITERIA

Tenderer's fulfilling the following criteria shall only be considered as technically qualified. Price bids of only Qualified bidders shall be opened :-

1. The Contractor should also have completed job of civil work or similar nature painting work in last seven year as under :-
 - (a) Under single work order of value not less than 16.92 lakhs.
 - (b) Two jobs of similar nature each of value not less than 10.58 lakhs.
 - (c) Three jobs of similar nature each of value not less than 08.50 lakhs.
2. Tenderers should enclose relevant document (copy of work order , completion certificate etc) in support of their credential to justify their qualification as mentioned above in the technical part of the offer.
3. The intending tendere shall have to produce documentary evidence to prove their past experience , capabilities, proven track record and financial resources to do such type of work.
4. In case of joint venture all participating companies (not more than two partners / participants) should submit all credentials of each participants separately , if joint venture company.

Already exists and previously worked jointly should submit their credential along with complete details of Memorandum of Association and / or Article of Association etc. Turnover and single job value for qualification of join venture i.e combined details of both the partners / participating farms should not be less than 120 % of financial qualification as mentioned in items 1 & 2 above. Whereas for minor partner / participating farm of joint venture should individually fulfill at least 40% of qualification (financial) as mentioned in items 1 & 2 above.

DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR

(To be filled-in by the tenderer/contractor)

1. Name of the Firm/Company of the Tenderer :
2. Name & address of the Chief Executive/ Chairman and Managing Director of the Firm with Telephone no. if any. : -----

3. Registered Office and address of the firm With Telephone and Fax no. if any : -----

4. Address for Correspondence/all communications with the firm : -----

5. Name, designation, address of the person authorised to deal with this tender/work : -----

6. Nature of the registration of the firm : Limited Co./Private Ltd./Partnership Co./Proprietor shipfirm
7. Registration No. with date and Registering Authority : -----

8.

<u>Name of Directors/Partners</u>	<u>Occupation</u>	<u>Address</u>

9. Address of the office/work site of the tenderer, nearest to the place of the work being tendered : -----

10. Particulars about the professional persons employed by the firm :

Name of the professional persons & Address	Qualification	Experience in no. of years	Nature of experience	Date of joining

11. Details of the work experience of the firm :

Name & Address of the client	Name of the work & Contract No.	Value	Completion time	
			Scheduled	Actual

12. Financial Particulars:

- (a) Authorized capital :
- (b) Paid up capital :
- (h) Working capital-limit in cash/credit for, bill Purchase/discount-forms etc. from the bank : Branch : -----
Value of Rs.....

(d) Loans and Advance taken :

(e) Loan and advances outstanding :

Value of work/turn over done during preceding three years:

Financial year	Value of work	Income Tax deposited

Audited balance sheet and profit and loss

Account for the last 3 years :

13. Furnish copy of Income Tax Return for the last three years :

14. Income Tax/PAN/GIR No. :

15. Sales Tax, Central Sales Tax Regd. No. :

16. Excise Duty Regd. No. :

17. Contract Labour Regulation & Abolition Act, Regd. No. :

18. Any other relevant Regn. No. if any :

19. Details of ownership of various construction equipments furnished as enclosed :

20. Name and signature of Authorized Representative of Tenderer/Contractor.

21. P.F No :

22. Service Tax No :

LIST OF SIMILAR JOBS ONLY EXECUTED DURIGN LAST 7 YEARS (STARTING FROM MOST RECENT JOB)

Year	Name of work	Name & Address of client with contact phone no.	Contract value	Completion period	Date of commencement	Date of completion	Reasons for delay, if any	Completion cost including all materials	Completion certificate enclosed (Yes/No)	Dispute, if any (Yes/No)
2015										
2014										
2013										
2012										
2011										
2010										
2009										

Note : Extra sheets can be enclosed, if the above space is not sufficient

**LIST OF OTHER CIVIL CONSTRUCTION JOBS (LIKE THOSE INDICATED IN ANNEXURE-II) EXECUTED DURING LAST 7 YEARS
(STARTING FROM MOST RECENT JOB.)**

Year	Name of work	Name & Address of client	Contract value	Completion period	Date of commencement	Date of completion	Reasons for delay, if any	Completion cost including all materials	Completion certificate enclosed (Yes/No)	Dispute, if any (Yes/No)
2015										
2014										
2013										
2012										
2011										
2010										
2009										

Note: Extra sheets can be enclosed, if the above space is not sufficient

Signature of Tenderer

ANNEXURE - IV

LIST OF EQUIPMENT/MACHINERY OWNED BY THE TENDERER.

Sl. No.	Name of equipment/Machinery	Year of Manufacture	Quantity	Capacity of equipment	Supporting document enclosed (Yes/No)
1.					
2.					
3.					
4.					
5.					
6.					

SECTION -- IV

FORMS

FORM OF TENDER

To,
The Chairman and Managing Director,
Uranium Corporation of India Limited,
P.O. Jaduguda Mines,
Dist: East Singhbhum,
Jharkhand – 832 102.

Dear Sir,

With reference to the tender invited by you for -----

I/We have examined Special Conditions and General Conditions, Article of Agreement, Tender Notice, Specification and Schedule of Quantities for the above. I/We hereby offer to execute the whole of the said works in conformity with the said special conditions, Articles of Agreement, General Conditions, Tender Notice. Specification and Schedule of Quantities for the sum of Rs..... at the respective rates mentioned in the schedule of quantities. I/We undertake to complete and deliver the whole lot comprised in the contract within calendar month(s) from the date of commencement of work.

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

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

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

Yours faithfully,

**Signature :
Address :**

Name of Partners of the firm :

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

ARTICLES OF AGREEMENT made at
This.....day of.....2016 between(herein after referred to as
the Corporation which expression shall include its successors and assigns) of the one part and
Messrs.....
(herein after referred to as Contractor which expression shall include its successors and assigns) of the other part
WHEREAS the Corporation is desirous that certain works should be constructed
viz.....
and has accepted a Tender by the Contractor for the construction completion and maintenance of such works NOW
THIS AGREEMENT witnesses as follows:

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

The following documents shall be deemed to form and be read and construct as part of this agreement viz :

- a. Tender Notice No..... dated
- b. The Drawings
- c. The Tender
- d. The General Conditions of Contract
- e. The Specification
- f. The Special Conditions
- g. The Schedule of Quantities
- h. Design Data and Technical Specifications (if any)
- i. General information and Guidance for Tenderers.
- j. Any other document specifically mentioned here in as forming a part of the agreement.

In consideration of the payments to be made by the Corporation to the Contractor as herein after mentioned,
the Contractor hereby convenants with the Corporation to construct complete and maintain the works
in conformity in all respects with the provisions of the contract.

The Corporation hereby convenants to pay to the Contractors in consideration of the construction, completion
and maintenance of the works the contract price at the time and in the manner, prescribed by the
Contract.

The several parts of this contract have read to us and fully understood by us.

AS WITNESS OUR hand this day of2016 signed by the
said.....

URANIUM CORPORATION OF INDIA LIMITED

In the presence of

Signed by the said

CONTRACTOR

In the presence of

SECTION -- V

GENERAL CONDITIONS

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS

Singular and Plural

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

HEADINGS AND MARGINAL NOTES TO CONDITIONS

- 1.1 Headings and marginal notes to these General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or be taken into consideration in the interpretation or construction thereof or of the contract.

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 the schedule-'F'.
- c) The contract shall mean the notice inviting 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 condition with appendices and any special conditions, including subsequent amendments thereof, the specifications, 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 company as the case may be and permitted assigns of such individual or firm or company.
- e) The 'Contract sum' shall mean:
- 1) in the case of lump sum contracts the sum for which the tender is accepted.
 - 2) in the case of percentage rate contracts the estimated value of the works as mentioned in the tender adjusted by the contractor's percentage.
 - 3) 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 undertaking or his duly authorised representative who shall direct, supervise and shall be incharge of the works for purpose of this contract.
- h) '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 to cover all over- heads and profit.
- j). Schedules(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 or rates prescribed by the Corporation and the amendments there to issued from time to time.
- i). 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 notified/indicated 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 and maintenance of the works.
- k). 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure.
- l). A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- m). 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.

2.0 CONTRACT DOCUMENTS :-

The contractor shall be handed over one set of contract document after signing the contract agreement with UCIL. He will have to make more copies of the same and he will be required to submit minimum three (3) copies of the document and one original to UCIL. He shall keep one copy of the documents at 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 by other inspecting officer.

- 2.1 None of these documents shall be used by the contractor for any purpose other than that of this contract.
- 2.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with contract are aware that the Indian Official Secret Act 1925 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

3.0 WORKS TO BE CARRIED OUT

3.1

The contractor acknowledges that this bid contained all of the information required, in the invitation to Bid, specifically the contractor's lump sum price or his firm unit price for the work to be performed. The contractor agrees that prices as awarded include any and all cost components including profits, overhead charges and other costs, including but not limited to labour, materials, tools, equipment, insurance, transportation facilities and plant not specified to be furnished by the Corporation or others. 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 labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles, in a work like manner, to the full satisfaction of the Engineer-in-charge.

4.0 INSPECTION OF SITE

- 4.1 The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender 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, quantities and nature of work and availability of materials, equipment, labour, water and electric power, roads and uncertainties of whether or other physical conditions on the project, the sub-soil conditions, the character of equipment, plant and facilities needed. The contractor must also acquaint himself with 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.

5.0 SUFFICIENCY OF TENDER

- 5.1 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 the tender for the works and of the rates and prices quoted by him in the schedule of quantities, which shall, cover all his obligations under the contract including programme of work in accordance with general/special conditions of the contract, and all matters and things necessary for the proper engineer, co-ordination, procurement, construction/erection completion, maintenance of the works, and shall also cover the cost of necessary protection, against all risks accidents compensation for injury to life and damage to property if any caused by the contractors operations connected, with the work, including labour, materials and equipment to ensure safety and protection against all risks, accidents, compensation for injury to life and damage to property. The rates shall be firm and shall not be subject to change due to variations 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. No extra charges whatsoever consequent on any misinterpretation or otherwise shall be allowed.

6.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 6.1 The several documents forming the contract are to be taken as complementary to and shall be read in conjunction with each other and mutually explanatory of one another. In case of any conflict of meaning between the special conditions of contract and the general conditions of contract, the provisions of special conditions of contract shall over ride the corresponding provisions of general and supplementary conditions of contract. Similarly where the description of any item of work in the tender schedule differs from the specifications or drawings, the description given in the bill of quantities read with preamble shall have over riding effect.
- 6.2 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.
- 6.3 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 therein according to drawings and specifications or from any of his obligations under the contract.
- 6.4 If any discrepancy 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 is found, the same shall be adjusted in accordance with the following rules :-
- (a) In the event of a discrepancy between words and figures quoted by a tenderer, the description in words shall prevail.
 - (b) In the event of an 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 the amount 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 quantities amended shall carried over to the general summary and the rendered sum amend accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of schedule of quantities or in general summary by the tenderer, shall be ignored.
 - (e) In case of Lump sum contracts based on bills of quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the commutative effect of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 and all 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. 50 % of the total security deposit will be returned after the completion of the last job awarded under this contract and the remaining will be returned only after expiry of the defects and liability period , in this case which is six months from the completion of the last job awarded under this contract.

7. Deviation/Variation Extent & Pricing

The Engineer-in-charge shall have power (1) to make alteration in, omissions from additions to, or substitutions for, the original specification, drawings, designs and instructions that may appear to him to be necessary or necessary or advisable during the progress of the work and (2) to omit a part of the works in case of non-availability of a portion 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 substitution shall form part of the Contract as if originally provided there in and any altered, additional or substituted provided there in and any altered, additional or substituted work which the Contractor may be directed to do in 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 here-in-after 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 the disagreement as to the nature of the work and rate to be paid there for shall be resolved in accordance with condition 52.

- 7.1 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.
8. Rates for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows:-
- (a) If the rate for additional, altered or substituted items of work 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 same item of work in the other schedule of quantities.
- (b) If the 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 nearest similar item specified therein. In case of composite tender 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 part of works in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantities.
- (c) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (a) and (b) above then such item of work shall be carried out at the rate entered in the C.P.W.D. schedule of rates current the 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 Contracts based on item rates or lump sum contract based on Bills of quantities or percentage rate contract).
- (d) If the rate for any altered, additional or substituted item of work cannot be determined in the manner, specified in sub para (a) to (c) 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.

8.0 SUSPENSION OF WORKS

- 8.1 The contractor shall on receipt of the order in writing from the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
- (a) On account of any default on part of the contractor.
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor **or**
- (c) for safety of the works or part thereof.

9.0 TIME AND EXTENSION FOR DELAY

- 9.1 It is understood and agreed by the Contractor and Corporation that the time is essence of agreement and accordingly the contractor shall do and perform his obligations in such a manner as not to hinder delay or impair timely completion of the work awarded to him.
- 9.2 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.
- 9.3 Construction schedule in the form of a PERT CHART/CPM Network or other suitable representation for the programmed of work, shall be prepared by the contractor in consultation with the Engineer-in-charge, soon after the contract is concluded. The Chart shall indicate, the different components, items of work and time required for completion of each component item, indicating various activities, so as to complete the work in all respects within the stipulated period, as indicated in the tender documents.

To ensure good progress during the execution of the work, the contractor in all cases in which the time allowed for any work exceeds one month (save for special jobs), shall achieve completion of 1/8th of the whole of the work before 1/4th of the time. 3/8th of the work before one half of the time and 3/4th of the work before 3/4th of the time, has elapsed.

10. The contractor shall also furnish his approach to work, indicating briefly his method of working, his plans in tackling the construction programme, vis-à-vis, the capacity of equipments he proposes to deploy on various components of work etc. The contractor shall obtain approval of the Engineer-in-charge to the aforesaid. They shall mutually decide upon any updating/crashing required and maintain jointly recorded documents in connection with all such activities. In case of any disagreements, the decision of the Engineer-in-charge shall be final and binding on the contractor.
The Contractor shall submit a weekly / fortnightly schedule of work, identifying each item of work for acceptance by the Engineer-in-charge.

Hire charges for the equipment provided by the Corporation shall be calculated in accordance with the Logbook.

11. **LABOUR LAWS**

- 11.1 The contractor shall employ both skilled and un-skilled labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the contract agreement and to the satisfaction of the Engineer-in-charge.
- 11.2 The contractor shall furnish to the Engineer-in-charge at the intervals mentioned in schedule- F a distribution return of the number and description by trades of the labour employed on the works. The contractor shall also submit to the Engineer-in-charge on 4th and 19th of every month, a true statement showing (i) the accident that occurred during the said fortnight, the circumstances under which these occurred and the extent of damages and injury caused by them, (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. The contractor shall not employ children below the age stipulated by law.
- 11.3 The contractor shall pay to the labour wages not less than fair wages as defined in the contract labour (Regulation and Abolition) Act, 1970 and Rules made there under.
- 11.4 The contractor shall in respect of labour employed by him comply with or cause to be complied with the contract labour (Regulation and Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 11.5 The contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1948 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- 11.6 The contractor shall be liable to pay his contribution and the employee's contribution to the employees state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the 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 and amount of contribution as assessed by him. The amount to recover shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 11.7 The Engineer-in-charge shall on a report having been made by an inspecting staff defined under the contract Labour (Regulation Act, 1970 and Rules made there under, have the power to deduct the moneys due to contractor may sum required or 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 deductions made from their wages which are not justified by the terms of the contract or non-observance of the said Act.
- 11.8 The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules made there under without Prejudice to his right to claim indemnity from his sub-contractors.

12. 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 made the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of 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 any amount payable to the contractor.

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 indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extent 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 license subject to the following and such other terms and condition as may be imposed by the licensor:-

- (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 contractory.

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

14. SETTING OUT THE WORKS

14.(a) The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall provide all labour and setting out apparatus required and set out the works 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 the cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works, till end of the Defects Liability period unless the Engineer-in-charge directs their earlier removal.

15. SIDE DRAINAGE

15(a) All water which may accumulate on the site during the progress of the works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the contractors expense.

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

16. **MATERIALS OBTAINED FROM EXCAVATION**

17. 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.

TREASURE TROVE, FOSSILS ETC.

18. 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 article 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.

PROTECTION OF TREES

19. Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1 metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

WATCHING AND LIGHTING

20. 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 these employee on the works or the public.

CONTRACTOR'S SUPERVISION – SITE TECHNICAL STAFF

21. 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.

INSPECTION AND APPROVAL

22. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extend thereof.
23. 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 item of work which is about to be covered up or put out of view and to examine foundations before permanent item(s) of work is placed thereon. The contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such item of work of foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, attend to the purpose of examining and measurement such work. 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.
24. 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.

DUTIES AND POWERS OF ENGINEER-IN-CHARGE REPRESENTATIVE

25. The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.
26. The Engineer-in-charge may from time to time in writing delegates to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor 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 there upon confirm, reverse or vary such decision.

REMOVAL OF WORKMEN

27. The Contractor shall employ in and about the execution of the works only 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 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 misconduct himself or 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.

UNCOVERING AND MAKING GOOD

28. The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may time to time direct for his verification and shall reinstate 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 openings or through reinstating and making good, the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

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

COMPLETION CERTIFICATE

30. As soon as the work is completed, 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 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 (c) (and/or) item for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be completed 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 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 there of and cleaned floors, gutters and drains eased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the contractor 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 surplus materials except for any sum actually realised by the sale there of 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. If at any time before completion of the entire 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 or parts of the same (any such part) then notwithstanding anything expressed or implied elsewhere in this contract :
- (a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part of Engineer-in-charge shall issue completion certificate for the relevant part as in condition 30 above provided the contractor fulfils his obligation 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 purposes 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.

COMPENSATION FOR DELAY / L.D. CLAUSE

32. If the contractor fails to maintain the required progress in items 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, pay 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 terms "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 maximum up to 10 percent.
 - (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years - @ ½ % per week maximum up to 7 ½ %.
 - (c) Completion period (as originally stipulated) exceeding 2 years - @ ¼ % per week maximum up to 5 percent.
33. 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.

DEFECTS LIABILITY PERIOD

- 34.1 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.
- 34.2 From commencement to completion of the works, the contractor shall take full responsibility for the care here of 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 happen to the works or any part thereof and to all Government T&P from any cause whatsoever (save and except the Accepted Risks) and shall at his own cost repair and make good the same.
- 34.3 Provided always that the Contractor shall not be entitled to payment unless the contractor shall insure the work (from commencement to completion), the Corporations 'T&P hired by the contractor and all materials at site, to their full value (as to Corporations T&P according to the value indicated in schedule-C), against the risks of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names 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 shall in instalments by the Engineer-in-charge for the purpose of re-building or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

- 34.4 If the Contractor has a 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 contract in favour of the Corporation, provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this contract the same may be recovered by the contractor directly from the insurers.
- 34.5 Where the Corporation building or a part thereof is rented by the contract 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.
- 34.6 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, damage, proceedings, damage, cost, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein constrained shall be deemed to render the contractor liable for or in respect of or to indemnify the Corporation against any compensation or damages caused by the Expected risks.
- 34.7 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, Employees Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether the employment of the contractor or not (save and except where such accident or servants) and against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury against all sum or gums 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.
- 34.8 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- 34.9 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 Defects Liability period.
- 34.10 The contractor shall ensure that similar insurance policies 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-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.11 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, they and in any such case the Corporation may, without being bound, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as debt due from the contractor.

FACILITIES TO OTHER CONTRACTORS

35. The Contractor shall, in accordance with requirements 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 authorised authority or statutory body which may be employed at the site on execution of any work not included in the contract or of any contract which the Corporation may enter into in connection with or ancillary to the works.

NOTICE TO LOCAL BODIES

36. The Contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of Parliament, State Law or any regulation or Bye-laws of any local authority 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-charges 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 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.

SUB-CONTRACTS:

37. The contract shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

INSTRUCTION AND NOTICES:

38. 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 the 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 know 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 superintendent the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.
- 38.3 The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of the work in a 'Works site order book' maintained in the office of the Engineer-in-charge and the contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor, he shall be furnished a certified true copy of such instruction (s).

Foreclosures of contract in full or in part due to abandonment or reduction in scope of work.

39. 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 and hence not require the whole or any part of the works 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 which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure 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 eg. Temporary access road, 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 contractors material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from the 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 and 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 contractors materials not retained by the corporation, reasonable cost of transporting such materials from site to contractors 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 these at which these were originally issued loss 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 contractors permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- 39.2 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.

TERMINATION OF CONTRACT FOR DEATH

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies than unless the accepting Authority is satisfied that the legal representatives 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 completing the contract, the Accepting authority shall be entitled to cancel the contract as to its incompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractors firm on account of the cancellation of the contract. 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.

CANCELLATION OF CONTRACT IN FULL OR IN PART

41. 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 in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
 - (c) Fails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a 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 this behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do 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 or
 - (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 the terms of payment there of have previously been disclosed in writing to the Accepting/Engineer-in-charge, or
 - (f) Shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering; or
 - (g) Being an individual, or if a firm any partner there of shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him of shall take any proceedings for 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 purport so to do,

or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed executed by him for benefit of his creditor shall be given to contractor for the 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 ; or

- (h) Being a Corporation, shall pass a resolution or the court shall take 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 it to be continued for a period of 21 days; or
- (j) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion there of 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 there after to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.

a. The Accepting Authority shall on such cancellation have powers to:

- (a) take possession of the site and any materials, constructional plant, implements, stores, etc., there on, and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

b. 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 him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work and use of tackles and machinery belonging to the contractor.

c. 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 money due to the contractor on any account, and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

d. 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 contractors unused materials, constructional plant, Implements, temporary buildings, 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.

e. Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, etc. shall be 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.

LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF.

42. If the Contractor or his workman or employees shall injure or destroy and part of the building in which they may be working or any building, road, fence etc. continuous to the promises on which the work or any part of it is being executed or if any damage shall happen to the work while in 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 his prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a quality inferior to that contracted 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 re-execute the work and/or remove and replace with other the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

- a. In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. shall be removed and surfaces, 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 or 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 the contractor.

URGENT WORKS

43. 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 as he may consider necessary. If the urgent work be 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.

CHANGE IN CONSTITUTION

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

TRAINING OF APPRENTICES

45. The Contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub-contractor and other employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in the Scheduled-F 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 of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

VALUATION AND PAYMENT

RECORDS AND MEASUREMENT :

46. 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 contracted 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 Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
 - 46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him or the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice or fail 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 Measurements 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 measurement 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 the measurement.
 - 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. **METHODS OF MEASUREMENT**

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 measurement shall be taken in accordance with the procedure set forth in the schedule of rates/specification 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/specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT**

48.1 Interim bills shall be submitted by the contractor 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 bills verified by taking or causing to be taking, where necessary, the requisite measurements of the work.

48.2 Payment on account for amount admissible shall be made on certifying the sum by the Engineer-in-charge 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.

48.3 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 itself be conclusive evidence that any work or materials to which it relates is/or accordance with the contract.

48.4 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 final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of these 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.

- (i) Contract amount not exceeding Rs. 5.0 lakhs : four months
- (ii) Contract amount exceeding Rs. 5.0 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 or extended date of completion of the works or items of work in question.

OVER PAYMENTS AND UNDER PAYMENTS

51. 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 deposit; 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 reserve 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 not notwithstanding the fact than 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 underpayment is discovered, the amount shall be duly paid 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 account whatsoever.

ARBITRATION AND LAW

ARBITRATION

52. Except where otherwise provided for in Contract all questions and dispute 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 thereof shall be referred to the sole arbitrations 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 and 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 and 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 related 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 reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of 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 it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and 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. 50,000.00 (Rupees Fifty thousand only) 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 thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

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

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceedings.

The contractor 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 Arbitrator, shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitrator 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 parties of this contract.

LAWS GOVERNING THE CONTRACT

- 53.** 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, Singhbhum.

Sub :- Compliance of the provisions of Employment Provident Fund & Miscellaneous Provisions (EPF & MP) Act, 1952 :-

Instructions as mentioned hereunder to provide social security benefits to workers engaged by any organization directly or through a contractor :-

All the contractors shall have Provident Fund Code Number. The workers deployed by the sub-contractor are enrolled as members of Provident Fund and should be given the Universal Accounts Number (UAN).

The contractor should submit a certificate that all workers employed directly or indirectly by him are register for EPF and due contribution have been credited to their account at the time of submission of R.A. bills.

Failure on the part of the contractor to comply the above instructions will be an offence under EPF & MP Act, 1952. The following contractors awarded with contract job in Civil (Mill) section are hereby advised to adhere to the above instructions strictly to avoid any legal complications.

TAXATION CLAUSE (FOR TRANSPORTATION CONTRACTS ONLY).

- The rates quoted by the contractor shall be inclusive of all taxes , duties and levies except Service Tax. However , Service Tax and education cess on service tax shall be quoted separately by the contractor over and above the quoted price in the Price Bid. Evaluation of L₁ prices shall be done based on the total value quoted by the contractor including the service tax liability of Uranium Corporation of India Limited , if any.**
- The Contractor should clearly understand , before quoting the rates , the implication of reverse charge mechanism, negative list and exemption list of service tax. Uranium Corporation of India Limited , under no circumstances, shall pay the liability of service tax on the part of the contractor.**
- The Contractor has to show the amount of taxes, duties and levies clearly in the invoices / bill raised by him. In case the same is not applicable, the contractor has to clearly certify on the face of the invoice / bill that taxes, duty or levy like service tax is not applicable in the instant case.**
- It shall be sole responsibility of the Contractor to ensure that all kinds of taxes / duties / levies are deposited by him, in time and in the prescribed manner, with the concerned taxation authorities and Uranium Corporation of India Ltd shall not bear any responsibility, whatsoever , with regard to non/delayed payment of taxes / duties / levies by the contractor to the concerned taxation authorities. Further , in case any dispute regarding non-payment of tax / duty by the contractor which results in any proceeding against Uranium Corporation of India Ltd , then the disputed amount shall be withheld from the pending payments of the contractor.**
- In case any new tax, duty or levy is imposed by the Government subsequent to the final date of submission of tender the same shall be paid, if applicable, on production of relevant statutory documentary evidence like Notification / circular issued from the concerned taxation authorities. Further , in case of variation (increase/decrease) in the rate of Service Tax after the final date of submission of tender , the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence.**
- In case of waiver / concession / reduction of statutory taxes and duties admissible under any law / act, benefit of the same shall be passed on to Uranium Corporation of India Ltd by the contractor.**
- The Contractor shall comply with the provisions of all the taxation laws and rules framed their under and also the orders or instructions issued, from time to time, in this behalf by the appropriate authorities.**

TAXATION CLAUSE (OTHER THAN TRANSPORTATION CONTRACTS).

The rates quoted by the contractor shall be inclusive of all taxes , duties and levies. Service Tax and education cess on service tax to the extent of liability or the contractor shall also be included in the quoted price of the contractor. However , evaluation of L₁ prices shall be done based on the total value quoted by the contractor including the service tax liability of Uranium Corporation of India Limited , if any. No separate payment for taxes , duties and levies (including service tax) shall be made to the contractor.

The Contractor should clearly understand , before quoting the rates , the implication of reverse charge mechanism, negative list and exemption list of service tax. Uranium Corporation of India Limited , under no circumstances, shall pay the liability of service tax on the part of the contractor.

The Contractor has to show the amount of taxes, duties and levies clearly in the invoices / bill raised by him. In case the same is not applicable, the contractor has to clearly certify on the face of the invoice / bill that taxes, duty or levy like service tax is not applicable in the instant case.

It shall be sole responsibility of the Contractor to ensure that all kinds of taxes / duties / levies are deposited by him, in time and in the prescribed manner, with the concerned taxation authorities and Uranium Corporation of India Ltd shall not bear any responsibility, whatsoever , with regard to non/delayed payment of taxes / duties / levies by the contractor to the concerned taxation authorities. Further , in case any dispute regarding non-payment of tax / duty by the contractor which results in any proceeding against Uranium Corporation of India Ltd , then the disputed amount shall be withheld from the pending payments of the contractor.

In case any new tax, duty or levy is imposed by the Government subsequent to the final date of submission of tender the same shall be paid, if applicable, on production of relevant statutory documentary evidence like Notification / circular issued from the concerned taxation authorities. Further , in case of variation (increase/decrease) in the rate of Service Tax after the final date of submission of tender , the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence.

In case of waiver / concession / reduction of statutory taxes and duties admissible under any law / act, benefit of the same shall be passed on to Uranium Corporation of India Ltd by the contractor.

The Contractor shall comply with the provisions of all the taxation laws and rules framed there under and also the orders or instructions issued, from time to time, in this behalf by the appropriate authorities.

SECTION -- VI

SPECIAL CONDITIONS

SPECIAL CONDITIONS OF CONTRACT

- 1.0 This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the general conditions of contract.
- 2.0 Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of the special condition of contract
- 3.0 The technical specification and standards of various works shall be specified in tender specification.
- 4.0 The work and services to be covered under this specification and the conditions therein are detailed in the following sections of the specification and these sections along with enclosed drawings and document form a part of this tender specification.

Section I	:	Notice Inviting Tender
Section II	:	General Information
Section III	:	Conditions of Tendering
Section IV	:	Form
Section V	:	General Conditions
Section VI	:	Special Conditions
Section VII	:	Technical Specification & Scope of work
Section VIII	:	Safety of Contractor Labor
Section IX	:	Special Condition for Safety
Section X	:	Schedule of Quantity.

- 5.0 The contractor shall arrange for all approach facilities at his own cost as may be required during construction period.
- 6.0 **COMPLETION TIME** : As per NIT or Schedule – F.
- 7.0 **MEDICAL CARE** :- The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases , Medical facilities of UCIL may be available to the contractor on chargeable basis.
- 8.0 **Security Rules & Regulation and Entry Passes** : The contractor will have to submit the details of the persons to be employed this work within two days of award of work.. The contractor will be allowed to start the work only after submission of details in prescribed verification forms (in duplicate) along with four nos. passport size photograph and medical fitness certificate for each labourers separately to the Competent Authority, UCIL. Contractor will make necessary Entry passes for concerned officials of CISF Unit, UCIL sufficiently in advance. Contractor shall strictly abide by the prevailing security rules and regulation and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed.
- 9.0 **DELAY IN COMPLETION** :- If the contractor fails to complete the works within the time frame of completion the purchaser shall be entitled to impose liquidated damage a sum at 1/2 % of contract sum for each complete week between the time for completion and actual date of completion , maximum upto 7 1/2 % of the contract value in accordance to clause of the general conditions of contract (G.C.C.).

10. **SCHEDULE OF ITEMS** :- Quantities of various items shown under schedule of items are only indicative and are for the purpose of comparison of offers. For the complete contract period , there is no binding on the value of work to be executed. The contractor will have no claim even if there is no work required to be during the entire contract period. But , if the contractor is asked to take up any job , the contractor will have to mobilize all his resources and shall irrespective of work value take up the job within a very short notice.

11. **AGREEMENT** :- After award of the rates of various items , the contractor will have to execute an agreement with UCIL. Though , there will be as many nos. of work orders as the nos. of jobs to be executed out only one agreement will be required to be executed.

12. **TIME BAR ON PAYMENT** :- Payment shall be released within 45 days after checking and entries made on measurement book and certification of the progress till (R.A Bill) done by Engg-in-charge. No claim whatsoever shall be entertained for late payment beyond 45 (Forty Five) days for reasons attributable to the contractor.

13. **CONTRACTOR TO FOLLOW SECURITY RULES ENFORCED BY THE OWNDER:-**

The contractor shall strictly abide by the prevailing security rules and regulation and also to be enforced by the owner from time to time. Entry to the works premises of the owner is strictly restricted and only bonfire pass / permission holders are allowed.

14. **PRICE ESCALATION** :-

No escalation on Any account would be payable under this contract.

15. **Water :**

Water can be provided free of cost to the contractor at one point. The Contractor will have to arrange at his own cost the distribution of adequate capacity from the aforesaid supply point to the utilisation point and also maintain the same in good condition as per relevant rules.

16. **Materials to be supplied by the Owner**

The following materials will be supplied by the Owner to the Contractor for execution of the works, at prices and conditions herein set forth.

(a) **Cement**

Cement in paper or gunny bags will be issued as free issue.

17. **Condition of supply**

- (a) Cement will be supplied at owner's stores at Jaduguda. The Contractor shall take delivery of the materials at the stores as may be directed and shall transport them to the work sites at his own cost. All materials issued to the contractor shall be for the specific use on the works only and not for temporary works and for the construction of the contractor's site office and stores. Empty cement bags will have to be properly returned to the owner's stores, otherwise the cost of the same as decided by the Corporation will be recovered.
- (b) The Contractor shall submit to the Engineer well in advance, the estimated monthly requirement of cement.
- (c) Wastage of cement issued to the contractor shall be allowed up to a maximum of $\pm 3\%$ of the theoretical consumption required to complete the work.
- (d) No recovery of materials issued by UCIL shall be made on actual quantity consumed for the works plus allowable wastage.
- (e) Cement issued to the contractor in excess of 103% of the theoretical consumption required to execute the works shall only be taken back if it is in fresh condition and in full bags. For any cement unaccounted for by the contractor or otherwise rendered unsuitable for use while in contractor's custody. The Owner shall recover from the contractor the cost of cement at a penal rate mentioned below.

Penal Rate: For cement: Rs. 540.00 per bag.

18. The Contractor shall have to provide suitable store buildings for proper storage of cement issued to him from time to time.
19. The Contractor shall satisfy himself of the quality of materials received at the time of taking delivery from owner's stores. No claim whatsoever, will be entertained by the owner once the materials are issued to the contractor, in respect of any deficiency either in quality or in quantity.
20. The Contractor shall submit reconciliation statement of cement drawn by him from the owner's stores once in every month. Failing compliance to this requirement, recovery of the cost of materials issued to the contractor at penal rates.

21. Government Labour Act:

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

22. Contractor Labour Act:

According to provision of contract labour (Regulation & Abolition) Act of 1970 and Contract (Regulation and Abolition) Central Rules-1971. Contractor engaging 20 or more contract labourers on any day are required to obtain the license from the Regional Labour Commissioner. In the event of the break of the aforesaid condition, the contractor shall be opened for action as deemed fit by the concerned Labour Authorities of the State/Central Government.

Section VII

Technical Specification & Scope of work

1. PAINTINGS

1.1 **SCOPE OF WORK:** The work covered under these specifications consists furnishing the various types of paints and also the workmanship for those items in strict compliance with those specifications which are given in detail hereinafter. These specifications with the item of schedule of quantities.

1.2 GENERAL

1.2.1 Materials:

Paints, oils varnishes etc. of approved brand and manufacture shall be used. Ready mixed paint as received from the manufacturer without any admixture shall be used.

If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Engg.-in-charge shall be used.

Approved paints, oils or varnished shall be brought to the site of work by the contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or atleast a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engg.-in-charge. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engg.-in-charge.

1.2.2 **Commencing work :** Painting shall not be started until the Engg.-in-charge has inspected the items of work to be painted satisfy himself about their proper quality and given his approval to commence the painting work.

Painting except the priming coat, shall generally be taken in hand after all other builder's work practically finished.

The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the paint work being started.

1.2.3 **Preparation of surfaces:** The surface shall be thoroughly cleaned and dusted. All dirt, rust, scales, smoke and grease shall have received the approval of the Engg.-in-charge after inspection before painting is commenced.

The painting shall be laid on evenly and smoothly by means of crossing and laying off, the latter in the direction of the grain of wood. The crossing and laying off consists of covering the area with paint, brushing the surface hard for the first time and then brushing alternately in opposite directions, two or more times and then finally brushing lighting in direction at right angles to the same. In this process no brush marks shall be left and laying off will continue one coat.

Where so stipulated, the painting shall be done with spray machine used may be (a) a high pressure (small air aperture) and (b) a low pressure (large air gap) type, depending on the nature and location of work to be carried out. Skilled and experience workmen shall be employed for this class of work. Paints used shall be brought to the requisite consistency by adding a suitable thinner.

Spraying should be done only when dry condition prevails such coat shall be allowed to dry out thoroughly and rubbed smooth through ventilation.

Each coat except the last coat, shall be lightly rubbed down with sand paper or fine pumice stone and cleaned of dust before the next coat is laid.

No left over paint shall be put back into the stock tins. When not in hire, containers shall be kept properly closed.

No hair marks from the brush or clogging of paint puddles in the corners of panels, angles of moulding etc. shall be left on the work.

The painting doors and windows the putty round the glass panes must also be painted, but care must be taken to see that no paint stain etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out white painting. Perspect covers of electrical switch boxes have to be painted from inside by removing them. Care shall be taken while removing them and placing them in position after painting with respective approved paints. In painting stool work, special care shall be taken while painting over bolts, nuts, rivets, overlaps etc.

The additional specifications for primer and other costs of paints shall be an according to the detailed specifications under the respective heading.

1.2.4 **Brushes and Containers:** After work, the brushes shall be completely cleaned of paint and linseed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers, when not in use shall be closed kept air tight and shall be kept at a place free from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, can be used again.

1.2.5 **Measurements:** Normally painting is covered under respective items of wood or steel work. However, if the same is required to be measured separately, following mode of measurement shall be followed.

- (a) Painting unless otherwise stated shall be measured by area in Sq.m. Length and breadth shall be measured correct upto two places of decimal of a metre.
- (b) No deductions shall be made for opening not exceeding 0.05 sq.m and no addition shall be made for painting to the beading. Moulding, edges, jambs, soffits, gills, arch etc. of such openings.
- (c) In measuring painting, varnishing, oiling etc. of joinery and stool work etc. the co-efficient as in the following table shall be used to obtain the areas payable. The co-efficients shall be applied to the areas measured flat and not girthed in all areas.
- (d) In case of painting of door shutter with push plate in plastic laminate, deduction will be made for area of such lamination.

Painting of rain water, soil, waste, vent and water pipes etc. shall be measured in running feet(metre) of the particular diameters of the pipe concerned. Painting of specials such as bends, heads, branches, junctions, shoes etc. shall be included in the length and no separate measurements shall be taken for these or for painting brackets clamps etc.

Measurements of wall surfaces and wood and other works not referred to already shall be recorded as per actuals and openings exceeding 0.05 sq.m shall be deducted to get the net payable area. Length and breadth shall be measured correct upto two places of decimal of metre and area so worked out shall be correct upto a decimal of sq.m.

Preparations: All furnitures, lightings, fixtures, sanitary fittings, glazing floors etc., shall be protected by covering and stains smears, splashings, if any shall be removed and any damage done shall be made good by the contractor at his cost.

Rates: Rates shall include cost of all labour and materials involved in all the operations described above and in the particular specifications given under the several items.

2.1 PAINTING PRIMING COAT ON WOOD, IRON OR PLASTERED SURFACES:

- (a) **Materials :**
- (b) The priming coat for wood work, iron work or plastered surface shall be as specified in the description of the item.

- (c) The priming coat shall be prepared at site, or ready made paint of approved brand and manufacture.
- (d) Where primer for wood work is to be mixed at site, it shall be prepared from a mixture of red lead, white lead and double boiled linseed oil in the ratio of 7 lbs:1 gallon (0.71 Kg: 0.71Kg:1 litre).
- (e) Where primer for steel work is to be mixed at site, it shall be prepared from mixture of red lead , raw linseed oil and turpentine in the ratio 28 lbs : 1 gallon : 1 gallon (2.84 Kg:1 litre:1 litre).
- (f) The specifications for the base, vehicle and thinner for mixed on site prices shall be as follows :-

1. White lead: The white lead shall be pure and free from adulterants like barium sulphate and whiting. It shall conform to I.S. 103-1950 as amended from time to time.
2. Red Lead : This shall be in powder form and shall be pure and free from adulterants lime brick dust etc. It shall conform to I.S. 102-1950 as amended from time to time.
3. Raw Linseed Oil: Raw Linseed Oil shall be lightly viscous but clear and of yellowish colour with slight brown tinge. Its specific gravity at a temperature of 30⁰ C(86⁰ F) shall be between 0.923 and 0.928. The oil shall be of sufficient matured quality. Oil turbid, or thick with acid and bitter taste and rancid odour and which remains sticky for a considerable time shall be rejected. The Oil shall conform in all respects to I.S. 75-1950 as amended from time to time. The oil shall be of approved brand and manufacture.
4. Double boiled linseed oil: This shall be more viscid than the raw oil, have a deeper colour and specific gravity between 0.931 and 0.945 at a temperature of 30⁰ C(86⁰ F). It shall dry with a glossy surface. It shall conform in all respects to I.S. 77-1950 as amended from time to time. The oil shall be approved brand and manufacture.
5. Turpentine : Mineral turpentine i.e; petroleum distillate which has the same rate of evaporation as vegetable turpentine (distillate produce of Oleresin of conifers) shall be used. It shall leave no grease or other residue when allowed to evaporate. It shall conform to I.S. 83-1950 as amended from time to time.

g. All the above materials shall be of approved manufacture and brought to site in their original packings in sealed condition.

h. **Preparation of surface:**

1. Wood work: The wood work to be painted shall be dry and free from materials. The surfaces shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots if any shall be covered with a preparation of red lead made by grinding red lead in water and mixing with strong glue size and used hot.
The surface treated for knotting shall be dry before painting is applied. After the printing coat is applied, the hole and indentations of the surface shall be stopped with glazier's putty or wood putty. Putty shall be prepared by mixing one part of white lead and three parts of finely powdered chalk and then adding boiled linseed all to the mixture to form into a stiff paste. Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.
 2. Iron and steel work: All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling which become loose by rusting shall be removed. All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.
 3. Plastered surface: The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and when drying is satisfactory, painting shall be taken in hand. Before primer is applied, holes and undulations shall be filled up with paster of paris and rubbed smooth.
- (i) Application: The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described in above.
 - (ii) Other details: The specifications for 'Painting (General) para I shall hold good in so far as they are applicable.

- 2.2 Painting with ordinary or superior quality ready mixed paint on new work.
- (a) Paint: Ordinary quality or superior quality ready mixed paints shall be of approved brand and manufacture and of the required shades. They shall conform in all respects to the relevant I.S. specifications.
- (b) Preparation of surfaces:
1. Wood work: The surface shall be cleaned and all unevenness removed as in para IX-h(I). Knots if visible, shall be covered with a preparation of red lead as in para IX-h(I). Moles and indentations on the surface shall be filled in with glazier's putty or approved woods putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.
 2. Iron and steel work: The priming coat shall have dried up completely painting is started. Rust and scaling shall be carefully removed by scrapping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.
 3. Plastered surface: The priming coat shall have dried up completely before painting is started. All dust or dirt that has settled on the priming coat shall be thoroughly wiped away before painting is started.
 4. Application: The specifications in sub-para IV shall hold good as far as applicable. The number of coats to be applied will be as stipulated in the item. The painted surface shall present a uniform appearance and glossy/semi glossy finish of the case may be free from breaks, blisters etc.
 5. Other defaults : The specifications for 'Painting (General) in para I shall hold good in so far as they are applicable.

JOB REQUIREMENTS:

- i) Painting of plastered surfaces.
- ii) Acrylic emulsion paint is required to be provided on plastered and concrete surfaces in portions of the building.
- iii) All wood surfaces are to be painted with semi-glossy synthetic enamel paint with an approved primer. Primer of zinc chromate primer.
- iv) Zinc chromate primer supersedes wood. Primer mentioned earlier in the specifications. All colours of paints shall be subjected to review and prior approval of Engineer-in-charge shall be taken before the application.

WHITE WASHING WITH LIME

- a) **Scaffolding** : Where over scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface which is being white washed. Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls. For white washing the ceiling, proper stage scaffolding shall be erected.
- b) **Preparation of surface**: Before new work is white washed, the surface shall be thoroughly brushed free from mortar dropping and foreign matter. In the case of old work, all loose pieces and scales shall be scrapped off and holes in plaster on wall as patches of less than 50 sq.m area shall be filled up with mortar of the same mix. Where so specifically ordered by the Engg.-in-charge, the entire surface of old white wash shall be thoroughly removed by scrapping and this shall be paid for separately.
- c) **Preparation of lime wash** : the wash shall be prepared from fresh stone white lime (narnaul or Dehra Drun quality). The lime shall be thoroughly slaked on the spot, mixed and stirred with sufficient water to come a thin cream. This shall be allowed to stand for a period of 24 hours and then shall be screened through a clean coarse cloth 40 gm. Of gum dissolved in hot water, shall be added to each 10 cubic decimeter of the cream. The approximate quantity of water to be added in making the cream will be 5 litres of water to one kg of lime.

Indigo (Neel) upto 3 gm. Per kgs. of lime dissolved in water shall then be added and wash stirred well. Water shall then be added at the rate of about 5 litre per kg of lime to produce milky solution.

Lime obtained as a by product in the manufacture of cotylon may also be used for white washing purposes instead of white lime or narmaul quality. When such lime is used it shall be ensured that it is procured fresh in the form of a paste and used before it dries up. The lime shall be mixed with sufficient water to make it thin cream.

The cream shall be screamed through a clean coarse cloth and 40 gm gum dissolved in hot water shall be added at the rate of 5 litres per kg of lime is not necessary to add indigo.

The number of coats of each treatment shall be stated. The item shall include removing nails, making good holes, cracks, patches etc. not exceeding 0.1 sq.m each with material similar in composition to the surface to be prepared.

RATE.

The rate shall include the cost of all material and labour involved in all the operations described above.

COLOUR WASHING :

In the case of colour washing materials colours not affected by line shall be added to white wash with proper blue. No colour wash shall be done untill a sample of colour wash to the required tint or shade as being got approved from the Engg.-in-charge. The colour shall be of even tint or shade over the whole surface. If it is patchy or otherwise badly applied, it shall be readen by the contractor, at no extra cost to the department.

For new work, the priming coat shall be of white wash line or with whitening as specified in the description of the item. Three coats, shall then be applied on the entire surface till it represents a smooth and uniform finish. Each coat after applying shall be got approved by Engg.-in-charge.

Other specifications as detailed for white washing “with line” shall be applicable. Indigo (Neel) shall however not be added.

WATER PROOFING CEMENT PAINT:

(a) Cement based paint:

Cement based paint of approved manufacture, quality, shade and colour only shall be used.

(b) Preparation of surface:

The surface shall be thoroughly cleaned, all mortar dropping, dirt, dust, algae, grease and other foreign matters by brushing and washing the surface shall be thoroughly wetted with clean water before the water proof cement paint is applied.

Water proof cement shall be mixed as such quantities as can be used up within an hour of the mixing or otherwise the mixture will not unthicken affecting flow and finishing. Water proof cement paint shall be mixed with water in two stages. The first stage shall comprise of two parts of water proof cement paints and one part of water stirred thoroughly and allowed in stand for minutes. Care shall be taken in adding the water proof cement paint gradually to the water and not vice-versa. The second stage shall comprise of adding further one part of water in the mixed and stirring thoroughly to obtain liquid of workable and uniform consistencies. In all cases manufacturers instructions shall be followed meticulously.

C. APPLICATIONS

The solution shall applied on the clean and wetted surfaces with brush or spraying machines. The solution shall be kept well stirred during the period of application. To avoid the direct heat of sun, during painting the cement based paint shall be applied on the surface which is on the shady side. Cement based paint shall not be applied on the surfaces already treated with white wash, distemper dry or oiled bond etc.

D. OTHER DETAILS

The specifications for painting “(General)”in para- I shall hold good as per as applicable.

SCHEDULE -- ' C '

Tools and Plant to be hired to the Contractor

Sl. No.	Particulars	No. Reqd. By the Contractor	No. Available	Hire charges per unit per Working day.	Frequency of maintenance.	Value Per Unit	Place of Issue.
1.	2.	3.	4.	5.	6.	7.	8.

Signature of Issuing Officer
Date :

Signature of Contractor
Date :

Note : The tenderers shall indicate in column – 8 the number required by him subject to the maximum column – 3.

SCHEDULE -- ' D '

SL. No.	Category of labourer	Wages per day (Rs.)	Remaks.
1.	Un-skilled labourer	Contractor's are required to enquire from time to time from the Stage govt. authorities the minimum wages rate payable and pay to the workmen accordingly.	

Signature of Issuing Officer

Signature of Contractor

Date :

Date :

Note :- It will be the responsibility of the Contractor to check-up time to time from the State Government Authority minimum wages rate and pay to the accordingly.

SCHEDULE -- F

GENERAL CONDITIONS OF CONTRACT

- 1. **Accepting Authority** : **Chairman and Managing Director.**
- 2. **Market rate percentage addition to cover over-heads and profit.** : **Fifteen percent.**
- 3. **Retention Money** : **10 Percent of the contract sum including Earnest Money.**
- 4. **Date of Completion** : **12 months the total time period for computing the entire job covered under this NIT specification is given / mentioned 15 days from the date of L.O.I / work order or handing over the site which ever is later.**
- 5. **Defect Liability period** : **12 (Twelve) Calender months.**
- 6. **On Account payment** : **05 (Five) R.A and One final Bill.**
- 7. **Security deposit returned after Virtual completion.** : **50% (Fifty Percent) and remaining 50% After expiry of defect liability period.**
- 8. **Insurance** : **As Directed.**
- 9. **Authority for Appointing Arbitrator.** : **Chairman & Managing Director.**

-----XXXXXXXXXXXXXXXXXXXXXXXXXXXX-----

ACCEPTANBLE MAKE / BRAND AND QUALITY OF THE INPUT MATERIALS

<u>Sl. no</u>	<u>Material</u>	<u>Brand / Make</u>	<u>Quality</u>
1.	Water proof cement paint	Snowcem India Limited	Super Snowcem plus
2.	Lime	Rajasthan Lime/Diamond/Narnaul Dehradun	or Fress stone white lime Best quality/Sun rise.
3.	Acrylic/plastic emulsion paint	Asian paints/Nerolac	Super Acrylic emulsion 1 st quality/ apcolite/Allscapes.
<u>4.</u>	Synthetic enamel paint	Berger paints India Ltd.	Luxol Hi-glass (First quality)

SECTION -- VIII

SAFETY OF CONTRACTORS EMPLOYEE

- The Contractor shall at all times, take all reasonable precaution for the safety of employees , including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In additions to the Safety provision already included in the tender , the contracting officer shall include the safety requirements recommended by the Health Physics Unit , Jaduguda for a specified contract.
- In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting officer.
- The contractor shall make no reason of or in connection with such stoppage.
- Contractors shall have a full time Safety Officer / Engineer when the contractor employees 500 or more persons his safety representative shall be an employee in a supervisory capacity and his safety duties may be in addition to other technical administrative duties.
- Contractor shall have at least one person fully trained in first Aid present at the site of work all the time.
- Contractors must report to the Safety Officer (Mill) through their contracting Officers every accident involving.
- Their personnel, UCIL property or personnel, Property or personnel of other contractors working on the site.
- Contractors must report to the Safety Officer (Mill) immediately on becoming aware of any accident of Type-A (See Appendix-I) giving the following information :-
- Name of the informant – Nature and location of incident being reported – Name of supervisor /Engineer-in-charge – Location and Telephone number where he can be reached.
- Contractor shall submit their investigation reports, through their contracting Officer, to the Safety Officer (Mill) immediately but not later than but not later 3 working days after the occurrence of accident in the Form-A (See Appendix-2).
- In the case of Type-B accidents (See Appendix-I) contractors shall submit their investigation reports,through their contracting Officers, to the Safety Officer(Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A.
- Monthly summary of accident and case of fire shall be prepared by each contractor in Form-B (See Appendix-3) and be sent to the Safety Officer (Mill) by the 7th of the next month.
- Prime contractor reports shall include the Mandays lost and occurrence of accident under the jurisdiction of the sub-contractors.
- Contractors shall submit a narrative on Safety activities and fire incidents for each month alongwith Form – B. The review should contain such items as personnel and programmed chain, major project started and major problems.
- You will have to provide necessary safety appliances to the workmen engaged by you for safety carrying out the job. However , if required , safety appliances will also be provided the company and the cost of the same will be recovered from the bills of the party. Contractor have to bring all their labours for necessary training in Mill Training Center for two hours before actual commencement of the work.

APPENDIX – I

CLASSIFICATION OF ACCIDENTS

Type – A

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

Type – B

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

APPENDIX – II

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 :

Address :

Date and Time of Accident :

Place where the accident occurred :

Nature of job :

What was the injured person doing :

At the time of accident ? :

Description of accident (in detail) :

Nature of injures :

What was defective or in wrong condition that was :

Responsible for the accident ? :

What was wrong with working methods instructions ? :

What steps should be taken to prevent/recurrence :

Of such accident ? :

Name of the Witness :

Safety representative's remarks with signature and date :

APPENDIX – III

(FORM – B)

SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the Contractor : Name of the Project

Name of the Sub-Contrator : Name of the Safety of the Project

Representative :

**Total no. of persons working
In the project :**

Male	Female
Engineer :	
Supervisor :	
Labourers :	

Total nos. of accidents(including type ‘A’ & ‘B’ accident)

Disabling Injuries :

Non-Disabling Injuries :

Agency

No. No. of days lost / changed

Machine

Handling Materials

Full of persons

Hand tools

Fire / Explosive

Collapse of excavation / structure

Electric shock / burn

Miscellaneous

Remarks :

SECTION -- IX

VI

SPECIAL CONDITIONS FOR SAFETY

Important Instructions to Contractors

1. After getting work order, contractor will have to submit their Site In-charge contact number to the following officials of UCIL for better co-ordination.
 - a) Respective Section-In-charge,
 - b) Safety officer (Mill),
 - c) Respective Site In-charge and
 - d) Mill In-charge.
2. The contractors will have also to collect contact numbers of all above mentioned personnel for proper co-ordination during execution of any job.
3. Before starting up any work against work order issued by UCIL to the contractor, contractor will have to submit **medical fitness certificate** of their workmen to the Safety Officer (Mill). (**If contract period shall be more than 3 months**).
4. After receiving medical fitness certificate, Safety officer shall sign the request letter for preparation of gate pass of their workers.
5. All workers of contractor shall report to the Mill Training Centre for their **safety induction training**.
6. Only after safety induction training, they shall be engaged for any job.
7. **The contractor shall inform in writing to UCIL's Site-In-charge & a copy to Safety Officer (Mill) in one day advance about the work taken up next day & safety precautions taken up during execution of work and PPE's to be provided to their workmen.**
8. Before starting any job, a **safety pep-talk** shall be given by their experienced supervisor/site in-charge.
9. Before starting critical jobs, contractor shall have to fill Job Hazard Analysis form as per the format attached as **Annexure 'X'**. They shall have to prepare **Specific Safety Job Procedure** before starting any critical jobs such as dismantling & erection jobs at height etc. Also a checklist (**as Annexure 'Y'**) for the same shall be prepared and implemented. **Height Pass System shall be followed as per attached format. (Annex-VIII).**
10. For critical jobs they shall be given **Safety Work Permit**.
11. After issue of safety work permit, safety personnel shall check all the safety related aspect as per the checklist prepared by the contractor and then only allow them to carry out the work.
12. During execution of critical job, site in-charge / safety personnel of the contractor and site in-charge of UCIL shall be present.
13. For bigger contract, contractor will have to engage **Qualified Safety Personnel** (having qualification diploma in industrial safety) for assessment of safety related issues.
14. After completion of job safety permit shall be handed over to the respective section-in-charge.
15. Gate pass to the Contractor labour shall be issued only after production of PPE's by them. Safety shoe & helmet are mandatory for issuing gate pass. No contract workmen shall be allowed without PPE.
16. Washing of clothing of contract worker is mandatory. Their clothing shall be washed in our washing facility at Mill Division, Jaduguda on chargeable basis @ Rs. 0.5 per cloth washing charges shall be deducted from Contractor's bill.

Check List for erection and dismantling job at height**(Put a \checkmark mark)**

S.No.	Particular	Yes : No :
1.	Job Hazard Analysis Done	Yes : No :
2.	Safety training given to workmen	Yes : No :
3.	All engineering aspect such as load assessment, support requirement, safety etc, done.	Yes : No :
4.	Safe Operating Procedure made	Yes : No :
5.	PPE has been provided to all workmen	Yes : No :
6.	Safety work permit issued.	Yes : No :
7.	Height pass is available with the workmen who will work at height.	Yes : No :
8.	Safety net is used if work is carried out above 15 m.	Yes : No :
9.	Medically fitness certificate has submitted by all workmen.	Yes : No :
10.	Engagement of qualified safety personnel.	Yes : No :
11.	Engagement of site supervisor	Yes : No :
12.	Double sling is available in case of use of hydra crane.	Yes : No :
13.	Hand over of permit after job is over.	Yes : No :

(Signature of Site In-charge / Supervisor)

VII

MEDICAL EXAMINATION OF CONTRACT WORKER

FORM 1

CANDIDATE'S STATEMENT AND DECLARATION

The candidate must make the required statement below prior to his medical and must sign the declaration appended thereto. His attention is specially directed to the warning contained in it:

1. State your name in full (in block letters) : _____

2. State your age, date of birth and place of birth :

3. (a) Have you ever had chickenpox, small pox, intermittent or any other fever, enlargement or suppuration of glands, spitting of blood, asthma, heart disease, lung disease, fainting attacks, rheumatism, and appendicitis? : _____

OR

(b) Any other disease or accident requiring confinement to bed and medical or surgical treatment? : _____

4. Details of Vaccination/ Immunization : _____

5. Have you or any of your near relations been afflicted with tuberculosis, asthma, fits, epilepsy, insanity or birth defects? : _____

6. Have you suffered from any form of nervousness due to overwork or any other cause? : _____

7. Have you been examined and declared unfit for Government Service by a Medical Officer/Medical Board, within the last three years? : _____

8. Furnish the following particulars concerning your family:

Father's age if living and state of health	Father's age at death and cause of death	No. of brothers living, their ages and state of health	No. of brothers dead, their ages at death And cause of death
Mothers age if living and state of health	Mother's age at death and cause of death	No. of sisters living, their ages and state of health	No. of sisters dead, their ages at death and cause of death

9. Past Occupation:

Give details of Name of the Company and Job Hazards if any.

10. Personal History:

Diet: _____

Smoking: _____

Other Habits: _____

11. Marital Status:

Married /Unmarried: _____ No. of Children: _____

I declare all the above answers to be, to the best of my belief, true and correct.

I also solemnly affirm that I have not received disability certificate/pension on account of any disease or other condition.

Candidate's signature: _____ Signed in my presence: _____

Signature of Medical Officer: _____

Note: The candidate shall be held responsible for the accuracy of the above statement. By willfully suppressing any information, he will incur the risk of losing the appointment or forfeiting all claims to superannuation allowance / gratuity, if appointed.

FORM 2

EXAMINING PHYSICIAN'S REPORT

1. Personal Details:

Name : _____ Sex: Male/ Female
Date of Birth: _____ Marital Status: Married/ Unmarried
Designation: _____ Division & Section: _____
Nature of job: _____

General _____
Appearance: _____
Present posting:
Type of job _____ (occupational hazard, if any) _____

Marks of Identification:

- I. _____
- II. _____

Signature of Medical Officer: _____ Signature of Candidate: _____

2. History:

- a) Personal: _____
- b) Family: _____
- c) Past History: Major Illness/Operations/Injuries with date

- d) Occupational: Previous _____ Duration with year _____
 Type of work done _____
 (Details of past exposure to any significant occupational hazards)
- e) Female Candidate:
 Menstrual History: i) Age at menarche: _____ ii) LMP: _____
 iii) History of miscarriages/abortions/ still births/ congenital malformation
 etc. _____

3. General Examination:

- a) Temperature: _____ °C b) Pulse: _____ /min
 c) Height: _____ cm. d) Weight: _____ kg.
 e) Blood Pressure: _____
 f) Acuity of Vision:

		Without glasses	With glasses	Strength of glasses		
				Sph	Cyl	Axis
Distant Vision	RE					
	LE					
Near Vision	RE					
	LE					

Note: Detailed visual acuity test to be performed specifically for personnel to be posted as Drivers, Crane operators, Fork-lift operators, Locomotive operators, Firemen, Security personnel)

- Night Blindness: _____
 - Colour Vision: _____
 - Depth of Vision: _____
 - Fundus Examination: _____
- g) Skin condition: Normal/Abnormal Comment if any _____
 h) Teeth: Normal/Abnormal Comment if any _____
 i) Lymph nodes: Normal/Abnormal Comment if any _____
 j) ENT: Normal/Abnormal Comment if any _____

- k) Special Investigation
- i) Varicose Veins: _____
 - ii) Deformities: _____
 - iii) Hernia: _____
 - iv) Hydrocele: _____
 - v) Haemorrhoids: _____
 - vi) Lymph nodes: _____
 - vii) Oedema: _____
 - viii) Fistula: _____
 - ix) Thyroid: _____
- l) Others: _____

4. Systemic Examination:

- a) Respiratory system: _____
- b) Cardiovascular system: _____
- c) Gastro-intestinal system: _____
- d) Locomotor system: _____
- e) Central Nervous system: _____
- f) Genito-Urinary system: _____
- g) Others: _____

5. Laboratory Investigation: (Routine)

- a) WBC: _____ TLC: _____ /cmm
DLC: _____
- b) Urine:
Sp. Gravity: _____; Sugar: _____;
Reaction: _____; Albumin: _____;
Microscopic Examination: _____
- c) Chest X-ray Report: _____
- d) Bio-Chemistry: _____

6. Job Specific Test (if any) (Audiometry, Spirometry, etc.)

7. Remarks:

Signature of
Medical Officer: _____

FORM 3

MEDICAL CERTIFICATE OF FITNESS FOR EMPLOYMENT

I hereby certify that I have examined Shri/ Smt./ Kum. _____
a candidate for employment in the _____ Department
and found him/ her medically

- i) Fit
- ii) Unfit on account of _____
- iii) Temporarily Unfit on account of _____
his / her marks of identification

1. _____

2. _____

and Blood Group is _____

Medical Officer's

signature: _____

Name : _____

Designation: _____

VIII

APPLICATION FOR ISSUE OF HEIGHT PASS (Contractor's employees)

Part-1

(Valid only for **6 months** from issue unless cancelled /withdrawn earlier by the issuing authority .It can be revalidated free of cost on due application to In-charge Safety Section-UCIL. In case of loss, applicant must apply and appear for the practical test again)

1. Full name of applicant (Block letters) :
2. Present address :

3. Permanent address :

4. Age :
5. Sex :
6. Height :
7. Gate pass No :
8. Date of issue Gate Pass :
9. Name of Contractor with whom engaged at present :
10. Contract work order No :
11. Description of present job :
12. Previous experience of working at height :

Name of the employer	Duration of Employment	Work experience

13. Do you suffer from any of these ailments: (Write YES/NO against each)

- a) Blood pressure :
- b) Flat foot :
- c) Epilepsy :
- d) Mental Depression :
- e) Frequent Headache or reeling sensation:
- f) Limping Gait :

Declaration:

I here by declare that the above information furnished by me is true & correct .I shall always wear the safety belt & tie the life line when ever working at height above 10.ft or in depth .I shall not misuse the height pass issued to me or transfer it to any other person .I shall never come to duty or work at height /depth under influence of alcohol.

Date:

Name of the applicant:

Signature :

Signature of Safety officer
(Concerned contractor)

Signature of Engineer In charge
(Concerned contractor)

To
Engineer in charge UCIL

MEDICAL EXAMINATION FOR ISSUE OF HEIGHT PASS

Part-2

- a) Blood pressure :

- b) Flat foot :

- c) Epilepsy :

- d) Mental Depression :

- e) Frequent Headache or reeling sensation:

- f) Limping Gait :

I, Dr....., have examined
Shri.....
and found that he is **suffering / not suffering** from any height related illness.

I certify him **fit / not fit** to work at height.

Date of medical test: -----

Signature of Doctor Registration No & Seal: -----

PHYSICAL TEST FOR ISSUE OF HEIGHT PASS

Part-3

Date of physical test:

(The above applicants has appeared at the following practical tests conducted by In-charge Safety of UCIL and the results are given below)

- | | |
|---|-------------|
| a) Walking freely over a horizontal bar at 01 ft .height | PASS / FAIL |
| b) Wearing a safety belt & tying the nut | PASS / FAIL |
| c) Walking freely over a horizontal structure at 10ft .height | PASS / FAIL |
| d) General physique | PASS / FAIL |

The above applicants performance in the above test has been satisfactory /Un satisfactory .He has been issued a height pass bearing Sl.No. _____
(if found unsatisfactory mention reason)

Date of issue:

Seal:

Signature of Engineer in-charge
(UCIL)

Signature of Issuing authority
Name:
Designation:

URANIUM CORPORATION OF INDIA LIMITED



MILL DIVISON, JADUGUDA

Gate Pass Size Photo

HEIGHT PASS (for contractor's employees)

H.P. No. : _____
Date : _____
Name Sri : _____
Gate Pass No _____ Agency: _____
Age: _____ Blood Group: _____
Training imparted on _____

UNDER TAKING

I _____ understand safety precaution to work at height through safety training with the demonstration of use of helmet, full body harness, fall arrestor, safety net, working platform and life line.

Signature:.....

Date of issue: _____ valid upto _____

Revalidation up to _____

Authorized to work at height.

Recommended by
Contractor Safety officer

Issued by
UCIL Safety Officer

SECTION -- X

SCHEDULE OF QUANTITY

FOR

**Sub : WHITE WASHING , SNOWCEM PAINTING ETC. IN PLANT AND ANCILLARY BUILDING IN
MILL , WTP AND ETP.**

Sl. No.	Description of item	Quantity	Unit Per	Rate (Rs.)	Amount (Rs.)
01.	White washing with approved quality of lime on old work two coats to give an even shade for walls, ceiling etc. in all height, including scaffolding, cleaning, sand papering , adding gum, blue etc. complete as per specification and instruction of the Engg-in-charge. Rs. In word	34000	M2		
02.	Providing and applying one coat of cement primer on walls at any height including scaffolding , cleaning, sand papering, etc. complete as per specification and instruction of the Engg-in-charge. Rs. In word	4500	M2		
03.	Removing oil bound/plastic emulsion , water proofing cement paint and the line by scrapping sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Rs. In word	4000.00	M2		
04.	Removing white wash/colour wash from walls, ceilings etc. at any height etc. complete as per specification and instruction of the Engg-in-charge. Rs. In word	2000.00	M2		
05.	Repair to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sqm and under including cutting the patch in proper shape taking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground with in 50 mtr. lead With cement mortar 1:4 (Cement supply free of cost) Rs. In word	300.00	M2		
06.	Polishing on old wood work with ready mixed superior approved quality polish etc. two coats to give an even shade, including cleaning, sand papering etc. complete as per specification and instruction of the Engg-in-charge. Rs. In word	50,00	M2		

Sl. No.	Description of item	Quantity	Unit Per	Rate (Rs.)	Amount (Rs.)
07.	<p>Providing and applying one coat of synthetic enamel paint of approved brand for doors , windows , ventilators , grill rolling shutter etc. on old work at any height including filling up the cracks , hole etc. as per specification and instruction of the Engg-in-charge.</p> <p>(a) Steel Glazed Window , Grill , Rolling Shutter , windows , ventilators , and wooden door , windows etc.</p> <p>Rs. In word</p>	4000	M2		
08.	<p>Painting (one or more coat) on rain water , soil , waste pipe and filling with black anti-corrosive bitumastic paint of approved brand and manufacture on old work.</p> <p>(a) 100 mm dia pipes</p> <p>(b) 150 mm dia pipes</p> <p>Rs. In word</p>	200 100	RM RM		
09.	<p>Providing and applying two coats of approved first quality acrylic washable distemper to give even shade at any height including cleaning, sand papering , scaffolding etc. complete as per specification and instruction of the Engg-in-charge.</p> <p>Rs. In word</p>	4500	M2		
10.	<p>Providing and applying two coats of super snowcem to give an even shade on old work at all height including scaffolding cleaning the surface with soft wire-brush , curing surface and necessary repair to scratches etc. complete as per specification and instruction of the Engg-in-charge.</p> <p>Rs. In word</p>	35000.00	M2		

Total Rs.