



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

**N.I.T.No.MHD/CIV-88**

**URANIUM CORPORATION OF INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**MOHULDIH MINE, DIST. SARAIKELA- KHARSWAN**  
**JHARKHAND – 831002**  
**Phone No.0657 – 2318001,2318002,2318003,2318004**  
**Fax No.0657 – 2318008,2318010**  
**Our website: [www.ucil.gov.in](http://www.ucil.gov.in)**

**TENDER DOCUMENT**  
**(OPEN TANDER)**

**OF**

**(NIT NO. MHD/CIV-88)**

**“Supply of fabricated arch including material for use in underground  
mines as per drawing and specification ”**



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**N.I.T. NO.MHD/CIV-88**

**I T E M R A T E T E N D E R**

**F O R**

**"Supply of fabricated arch including material for use in underground mines as per drawing and specification "**

- 1. Tenders (Technical & Price Parts) to be deposited in the office of **Dy.Manager (Pers.)**, Narwapahar by **15.00 hours on 24/4/2014** .**
- 2. Tenders (**Technical Part Only**) shall be opened in presence of Tenderers who may like to present at **15.30 hrs. On 24/4/2014** at Personal section Narwapahar.**
- 3. Details of Instruments submitted towards cost of Tender document (To be filled by Tenderers)**
  - a) D.D. Number with Date -----
  - b) Amount -----
  - c) Submitted by (Name and Address with seal of Tenderers) -----

**Note :-Conditional tenderer shall be rejected.**

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



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**"Supply of fabricated arch including material for use in underground mines as per drawing and specification "**

**Note: TENDERS WILL BE IN TWO PARTS**

**SPECIAL INSTRUCTIONS TO THE TENDERERS**

1. One set of Tender document ( Technical & Price part ) are here with and Tenderers are requested to submit downloaded tender document in original ( One Copy ) along with 03 ( Three ) copies of all relevant information as desired in tender document as Part I ( Technical Part ) in a separate sealed envelope super scribing Technical part ,N. I. T No. Name of work, Name of Tenderer and date of opening of tender as advertised/notified.
2. Price part will be submitted in triplicate. All the three sets of Part II, Price Part (one set filled in original and two sets Xerox thereof) will be submitted in a Single sealed envelope separately.
3. E. M. D will be submitted in a separate sealed envelope.
4. Instrument of Cost of Tender Document will be submitted in separate Sealed Envelope.
5. All the above sealed envelope shall be kept in separate main sealed envelope which shall also be super scribed with NIT No. with the details as mentioned above in serial number.
6. All the pages of tender document including price part should be duly signed along with seal of tenderer without which tenders are likely to be rejected.
7. This tender document **contains 42 pages for Technical part (P 1-40) and 2 pages of Price Part (P 41-42)**. In case of any of the document found missing, tender is likely to be rejected



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**N.I.T.No.MHD/CIV-88**

No. UCIL/MHD/CIV/88/2014.

Phone No: 0657-6570107/ Fax.0657-2318010

Dated: -31/3/2014.

**N.I.T.No. MHD/CIV-88**

Sealed item rate **Open tenders** are invited (Schedule of quantities in triplicate) from experienced, reliable, resourceful and reputed contractors/fabricators who has got bending & fabrication arrangement in their work shop for Supply of fabricated arch including materials for underground mines on the approved list of CPWD/MES/Railway/PSU/Large Private Sector for the following work at Mohuldih mines

1	Name of work	:	Supply of fabricated arch including material for use in underground mines as per drawing and specification.
2	Estimated Value	:	Rs 2376500=00
3	Duration of Contract	:	06 (Six) Months
4	Cost of Tender Document	:	Rs 500/-
5	Earnest Money Deposit	:	Rs 47500/-
6	Last Date for submission of Tender (Technical & Price Part)	:	24/4/2014 up to 3.00 P.M
7	Date of opening of tender (Technical Part only)	:	24/4/2014 at 3.30 P.M

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

Experience of having successfully completed similar works said above during last 07 years should be either of the following: -

1. Minimum average annual turnover for last three year ending 31<sup>st</sup> march of previous financial year should not be less than 7.12. Lakhs
2. Three similar completed works each costing not less than the amount equal to Rs 9.50 Lakhs.
3. Two similar completed works each costing not less than the amount equal to Rs 11.88 Lakhs
4. One similar completed work costing not less than the amount equal to Rs 19.01 Lakhs

Full details, terms, conditions and specifications of works as well as detailed conditions of tendering shall be available in the above-mentioned NIT document, which can be downloaded from UCIL web site [www.ucil.gov.in](http://www.ucil.gov.in) from 2/4/2014 onwards. Tenders received without Cost of tender document, Earnest Money Deposit will be summarily rejected. Cost of tender document should be submitted separately in shape of DD drawn in favor of Uranium Corporation of India Limited payable at Jaduguda/ Jamshedpur. Party should also deposited Service tax code no, PAN no etc. Telex, Telegraphic, Postal or e-mail bids will not be entertained.

Seal tender will be received in the tender box kept at the Personnel section at **Narwapahar mines office up to 3.00PM on 24/4/2014** (Friday) and will be opened (**technical part only**) on same day at 3.30 PM at **Narwapahar mines office** (Personal section) by the approved representative(S) of the competent authority, in the presence of parties who may likely to be present. The successful tenderers shall have to comply with provision of contract labour (Regulation & Abolition) Act, 1970 and rules appended there under if applicable to him. Conditional tender will be summarily rejected. Tender are to be quoted their price as per N.I.T. Condition only.

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

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For Chairman & Managing director  
Uranium Corporation Of India limited

Qualification criteria for NIT NO-MHD/CIV-88

The qualifying criteria shall be as under:-

1. Minimum average annual turnover for last three year ending 31<sup>st</sup> march of previous financial year shuld not be less than 7.12. Lakhs
2. Three similar completed works each costing not less than the amount equal to Rs 9.50 Lakhs.
3. Two similar completed works each costing not less than the amount equal to Rs 11.88 Lakhs
4. One similar completed work costing not less than the amount equal to Rs 19.01 Lakhs d

Definition of Similar work:-

The following work will be considered as similar work:-

The tenderer should have experience in fabricators who has got bending & fabrication arrangement in their work shop as a major part of the work and should have completed 28MT supply and fabrication work in single work order 35MT in two work order or 42 MT in three work order.



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**“Supply of fabricated arch including material for use in underground mines as per drawing and specification”**

**SPECIAL INSTRUCTIONS TO THE TENDERS**

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

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

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

FOR URANIUM CORPORATION OF INDIA LIMITED



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### **DETAILED NOTICE INVITING TENDER**

1. Sealed item Rate Contract tenders are invited on behalf of the Chairman and Managing Director, Uranium Corporation of India Limited, Jaduguda for “Supply of fabricated arch including material for use in underground mines as per drawing and specification”, at Mohuldih
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 the Tender. Earnest Money deposited by the Tenderer shall be forfeited and no tenders will be issued further to such tenderer.
3. The works are required to be completed within **06 (Six)** months from the fifteen day after the date on which the engineer-in-charge issues of Work order.
4. Chairman & Managing Director, UCIL shall be the Accepting Officer hereinafter referred to as such for the purpose of this Contract.
5. Copies of the other drawings and documents pertaining to the works signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the Contractor will be open for inspection by Tenderers at the following officers during working hours between the dates mentioned in the clause – 5 above.
6. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil as far as is practicable) the form and nature of the site, the means of access to the site the accommodation they may require and general shall themselves obtain all necessary information as to risks, contingencies and circumstances and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any miss understanding or otherwise shall be allowed.
7. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to



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be done and of considerations and rates at which stores, tools and plants etc will be issued to him by the corporation and local conditions and other factors bearing on the execution of the work.

8. A Tenderer should quote in figures as well as in words rate (s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures paisa after the decimal figures, e.g. Rs 2.15 p and in case of words the word Rupees should proceed and the words paisa should be written at the end. Unless the Rate is in whole rupees and must be followed by words only at the end of the part of the line. The amount mentioned in words will supersede any otherwise amount mentioned in figures.
9. All rates shall be quoted on the Tender form.
10. In the case of item rate Tenders, only rates quoted shall be standard considered. Any Tender containing percentage below/above any scheduled rates quoted is liable to be rejected.
11. 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 the contractor tendering as well as of those witnessing the tender liable to be rejection.
15. Tender shall be received in Tender box at the office of Dy. Manager (Pers), Narwapahar up to 3.00 PM on the **24/4/2014 (technical & Price part)** and shall be opened at 3.30 PM on **24/4/2014 (Technical part only)** in the presence of Tenderers who may be present.
16. The Tender shall be accompanied by Earnest Money as stipulated in NIT and in the mode of payment as contained in para (9) of General conditions of Contract – (B) scope and performance. Even working Contractor shall not be exempted from payment of Earnest Money Deposit.
17. On acceptance of tender, Earnest Money will be treated as part of the security deposit. Failure of the successful tenderer to carry out the tender work shall entail forfeiture of the earnest money and security deposit entirely.
18. The Mohuldi mine site lies about 7 Km North-West of UCIL's Turamdih Mine which has been recently opened.

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19. Uranium Corporation of India Limited, Mohuldih will return the Earnest Money without any interest, to unsuccessful Tenderers on production by the Tenderer of a certificate of Engineer-in-charge.
20. The Tenderer shall submit the Tender which satisfied each and every condition laid down in this notice, failing which, the Tender will be liable to be rejected.
21. The corporation reserve to themselves the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at quoted rates.
22. This notice of Tender shall form a part of the Contract documents.

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

Signature: -----

Designation: -----

Date :



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## **SCHEDULE - B**

### **Free issue materials**

-----NIL-----

Signature of  
Issuing officer -----

Signature of  
Contractor -----

Date -----

Date -----



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SCHEDULE – C

TOOLS AND PLANTS OF UCIL TO BE HIRED TO THE CONTRACTOR

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



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SCHEDULE-D

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

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## S C H E D U L E - F

### REFERENCE TO GENERAN CONDITIONS OF THE CONTRACT

Clause No.

3(b)	Accepting Authority	Chairman & Managing Director, UCIL
3(i)	Market rate percentage addition to Overheads and profit	Ten Percent
9.	Security Deposit	10(Ten) percent of the contract sums Including earnest Money.
12.	Date of commencement	15 (fifteen) Days from the date on Which written order issued to Commence the work
13	Date of completion	06 (Six) months from the date of Commencement
14	Agreed liquidated damage	N.A
15.	Defect Liability Period	NIL
16.	On Account payment	Two R.A. Bill and one final bill.
17	Refund of security deposit	100% of total security deposit Immediately after completion of work
18	Insurance	Not required as this work bill be carried out in contractor workshop
19	Authority for appointing arbitrator.	Chairman & Managing Director, UCIL

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### **SAFETY OF CONTRACTOR'S EMPLOYEES**

**1.0 The Contractor shall at all times, take all reasonable precautions for the safety of employees.**



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### **GENERAL CONDITIONS OF CONTRACT**

#### **A) INTERPRETATIONS AND DEFINITIONS**

##### **1. Singular and Plural**

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

##### **2. Heading and Marginal Notes to conditions:**

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

##### **3. Definitions:**

- a) 'Corporation' shall mean Uranium Corporation of India Limited having its registered office at Jaduguda Mines, Post office and Town Jaduguda Mines - 832 102, in the state of Jharkhand and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority mentioned in Schedule - F.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
  - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
  - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
  - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.



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- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in Schedule - F to cover all overheads and profit.
- j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
- k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

**B) SCOPE AND PERFORMANCE**

**4. Contract Documents:**

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

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

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

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

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

6. **Inspection of site:**

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

7. **Sufficiency of Tender:**

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

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

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

- 8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the Contract.

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

- a) In the event of a discrepancy between description in words and figures quoted by a Tenderer, the description in words shall prevail.
- b) In the event of error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the Unit rate and quantity, the Unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
- d) The totals of various sections of Schedule of Quantity appended and amended shall be carried over to the general summary and the tendered such amended accordingly. The tendered sum so altered shall, for the purpose of the tenders be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of totals in various sections of Schedule of quantities or in general summary by the Tenderer, shall be ignored.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

#### 9. **Security Deposit:**

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

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

- i) For deposit up to Rs. 5000/- : Cash/Demand Draft payable at SBI, Jaduguda/Hartopa.
- ii) For deposit beyond Rs. 5000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Nationalized bank of schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by SBI, Jamshedpur/Hartopa or PNB, Jamshedpur or as mentioned in Para 9(a)(iii).

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

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period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

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

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

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

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

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

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

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

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



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

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

**11. Suspension of works:**

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

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

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

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

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

13.2 If the works be delayed by

- (a) Force major, or
- (b) Abnormally bad weather, or

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- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- (f) Non-availability of stores which are the responsibility of Corporation to supply, or
- (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
- (h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control.

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

- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.

#### 15.0 **MATERIALS:**

- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause

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the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

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

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

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

15(b) **Materials to be supplied by the Corporation:** No material will be supplied by the corporation

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

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

15(b)5. If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)6. **Delay in obtaining materials by the Corporation:**-N.A

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from

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delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

15(c) **GENERAL**

Materials required for the works is in the scope of the contractor & will be arranged by the contractor, the structural steel of SAIL/TATA make will be allowed & for welding only ISI welding rod shall be used for fabrication of arch

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

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

26. **INSPECTIONS AND APPROVAL:**

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

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

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

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

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

27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by

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the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.

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

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

31.1 **COMPLETION CERTIFICATE:**

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

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

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32. **COMPENSATION FOR DELAY**

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

This will also apply to items or group of items for which separate period of completion has been specified. For this purpose the term 'Contract Value' shall be the value at Contract rates of the work as ordered.

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

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

32.1

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

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

33. **DEFECTS LIABILITY PERIOD-** **N.A**

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

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

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

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

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

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

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

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

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.
- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafied methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or

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

or

- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.

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

41.1 The Accepting authority shall on such cancellation have power to

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

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

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

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

41.4 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc. shall returned to the Contractor, provided always that if cost or anticipated cost of completion by the

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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.

43. **URGENT WORKS:**

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

44. **CHANGE IN CONSTITUTION:**

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

46. **VALUATIONS AND PAYMENT:**

**RECORDS AND MEASUREMENT:**

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

- 46.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.
- 46.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.
- 46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.



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

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT:**

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

- 48.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

- 48.2 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

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

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

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

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

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

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increase will not be payable if such increase has become operative after the Contract extended date of completion of the works or items of work in question.

**51. OVER PAYMENTS AND UNDER PAYMENTS**

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

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

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## ARBITRATION AND LAW

### 52.1 **ARBITRATION:**

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

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

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

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



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

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

**52.2 COST OF ARBITRATION**

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

**52.3 WORK TO CONTINUE**

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

**53. LAWS GOVERNING THE CONTRACT:**

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



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URANIUM CORPORATION OF INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
MOHULDIH MINE, DIST. SARAIKELA- KHARSWAN  
JHARKHAND – 831002  
Phone No.0657 – 2318001,2318002,2318003,2318004  
Fax No.0657 – 2318008,2318010  
Our website: [www.ucil.gov.in](http://www.ucil.gov.in)

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. TECHNICAL SPECIFICATIONS:**

C. P. W. D SPECIFICATIONS for works, in general, shall be followed for execution of works.

### **2 . STORES TO BE SUPPLIED—** N.A

### **3. SITE INVESTIGATIONS:**

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

4. Sales Tax/works Tax/Service Tax as applicable shall be recovered at source on gross value of the work executed and balance amount on this account shall be deposited by the contractor directly to sales tax authorities.

**5.No any escalation shall be paid against this work. Contractor has to pay the increased labour rate with arrears payment, if any increase in minimum wages.**



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## **APPENDIX – 1**

### **CLASSIFICATION OF ACCIDENTS**

*Type – A*

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

*Type – B*

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

### **APPENDIX – 2**

#### **(F O R M – A)**

#### **ACCIDENT INVESTIGATION REPORT**

Name of the contractor and Project: :

Nature of the Contract: :

Name of the Engineer-in-charge: :

Name of the Injured Person: :

Age: :

Date & Time of Accident occurred: :

Nature of Job: :

What was the injured person doing on the time of Accident :

Description of Accident ( in detail) :

What was defective or wrong condition that was responsible for the accident? :

What was wrong with the working methods/ instruction? :

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

Name of the Witnesses : 1.

2.

Safety representative's remarks with Signature & date :

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APPENDIX – 3

**(F O R M –B)**

**SUMMARY OF ACCIDENT FOR THE MONTH OF - \_\_\_\_\_**

Name of the Project:	:	
Name of the safety representative of the Project :	:	
Name of the Contractor :	:	
Name of the Sub-Contractor :	:	
Total No. of persons working in the Project	:	
Male	:	
Female	:	
Engineers	:	
Supervisors	:	
Labourers	:	
Total No. of Accidents ( including Type-A & Type-B)	:	
Disabling injuries	:	
Non Disabling injuries	:	
Agency	No.	No. of days lost/charged
Machine		
Handling materials		
Fall of persons		
Hand Tools		
Fire/ Explosion		
Collapse of excavation/ structure		
Electrical shock/ burn		
Miscellaneous		

Remarks:

Signature of Safety Representative



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**URANIUM CORPORATION OF INDIA LIMITED, MOHULDIH MINES**  
**DETAILS OF CREDENTIALS / INFORMATION SHEET ABOUT THE TENDERER / CONTRACTOR**

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

6.	Name of Owner/Partners	Occupation	Address

7. Details of the past experience of the firm for similar works of N.I.T.

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

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8. Financial Particulars:

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

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

Financial year	Value of work	Income Tax deposited

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

9. Furnish copy of Income Tax Return for the :  
last 3 years

10. Income Tax PAN/GIR No./TIN NO. :

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

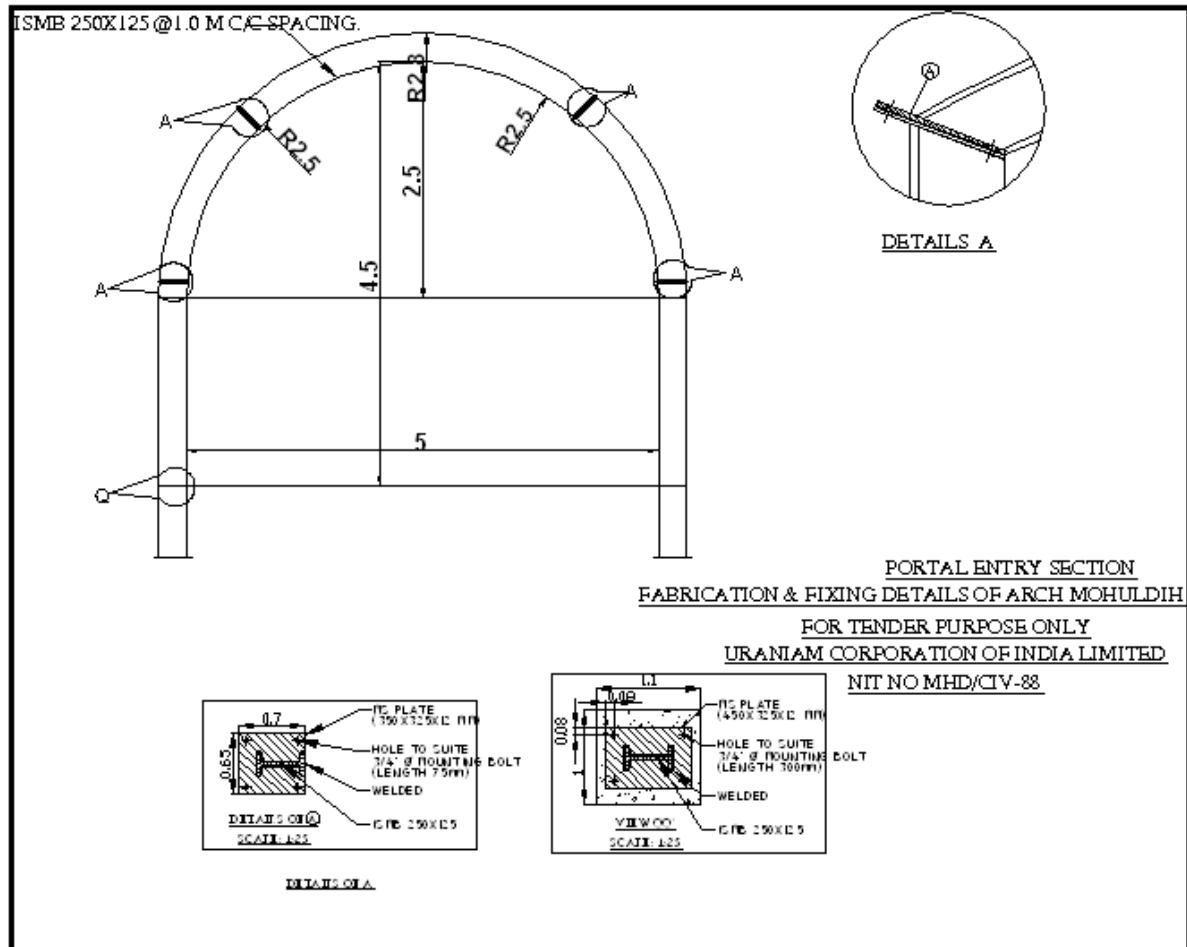
12. Ownership of machineries equipments with : Details to be filled in enclosed  
tenderer format

Signature of Authorized Representative of Tenderer with their seal



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MOHULDIH MINE, DIST. SARAIKELA- KHARSWAN  
JHARKHAND – 831002  
Phone No.0657 – 2318001,2318002,2318003,2318004  
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Our website: [www.ucil.gov.in](http://www.ucil.gov.in)

N. I. T. No. MHD/CIV-88

### SCHEDULE OF QUANTITIES FOR

“Supply of fabricated arch including material for use in underground mines as per drawing and specification”

{ **PRICE PART** }



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**B.O.Q for “Supply of fabricated arch including material for use in underground mines as per drawing and specification”.**

		N.I.T .No. MHD/CIV-88			
Sl.No	Description	Qty	Unit	Rate `	Amount `
1	Supply of fabricated arch (including bending of ISMB arch by mechanical means/ welding etc) in proper shape and size using ISMB-250 x 125 of SAIL, TATA make, including loading, transporting and unloading to our Mohuldih mines as per attached drawing including applying cost of approved steel primer all completed with all materials.	35000	Kg		
	(Rate in Words)				
	<div><div>Total</div><div>Rebate if any (In word ) %</div><div>Total</div><div>(Total in word )</div></div>				
Note:-					
1	Rates of all items must be written in figures and words without which tender are liable to be rejected.				
2	All the pages of tender documents must be duly signed by tenderer along with their seal.				
3	Over all rebate, if any must be quoted in the above column only.				
4	Conditional tender submitted by the tenderer will be summarily rejected without any prejudice, hence tenderr are advice to quote their rates as per N.I.T. conditions.				
5	The quoted rate should be inclusive of all Taxes and Duties including service Tax.				
Signature of tender with seal					