URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprise) NIT: TMD MECH & INST - 026

Annual Rate Contract for Maintenance of Pneumatically Operated Valves

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Annual Rate Contract for Maintenance of Pneumatically Operated Valves

Date: December 15, 2014

Tender NO.: TMD MECH & INST-026

Sealed Tenders in 3 (Three) sets (one original and two copy) are invited by the Chairman & Managing Director, Uranium Corporation Of India Limited (UCIL), Turamdih, Jharkhand for the execution of following works:

execution of following works.				
Name of Works & Plant	:	Annual Rate Contract for Maintenance of Pneumatically Operated On/Off Valves of Uranium Ore Processing Plant, Turamdih.		
Nature of Tender	:	Single Part Tender		
Cost of Tender Document	:	Rs 1000/-		
Earnest Money Deposit	:	Rs. 26,000/- (Rupees Twenty Six Thousand Only) in form of Demand draft Favoring "Uranium Corporation of India Limited" payable at SBI Jaduguda (Branch Code: 0227).		
Date for sale of Tender Documents	:	19 December' 2014 to 23 January' 2015 upto 4:30PM		
Last date of receiving of Completed Tender		23-01-2015 up to 12:00 Noon		
Tender Opening Date		23-01-2015 at 3.30 PM		

The average annual financial turnover during the last 3 years should be at least Rs 4.2 Lakhs. Profit & Loss account and Balance sheet duly audited for last 3 financial years must be submitted. The bidder should be financially sound.

The bidder should have experience of having successfully completed similar works during last 7 years ending 31.03.2014 as at (a) or (b) or (c) below:

- a. Three similar completed works each costing not less than Rs 5.20 Lakhs.
- b. Two similar completed works each costing not less than Rs 6.50 Lakhs.
- c. One similar completed work costing not less than Rs 10.40 Lakhs.

'Similar Works' means maintenance of Pneumatically Operated Valves, equipments or and mechanical erection job in a process industry.

Documentary evidence in the form of Certificates from clients / Work Order copies specifying the work and the amount of contract should be submitted. At least two satisfactory completion certificates should be submitted.

Full details, terms & conditions & other specification of work are available in the tender document, which can be obtained from the office of **Dy. Manager (Pers.)**, **UCIL** – **Turamdih**, on payment of cost of tender document (non-refundabale) in cash on all working days except Sunday and Holiday between 9.30AM to 11.30AM & 2.30PM to 4.30PM on written request letter w.e.f **19/12/2014 to 23/01/2015**, Otherwise tender document may be downloaded from UCIL website, in such cases the cost of tender document shall be submitted along the technical bid.

The tenders are to be submitted to the **Dy. Manager (Pers.), UCIL - Turamdih** on or before the date and time fixed for receiving the bid. The sealed outer cover should contain two envelopes each sealed and marked with tender no., closing date and general description of work tendered for and type of bid. One sealed envelope should contain technical proposal and commercial terms and conditions along with copy of PAN Card & Service Tax registration No. and the other sealed

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envelope price proposal. Both envelopes should be enclosed in an outer sealed cover, which should be super scribed with NIT No. and general description of the work quoted for.

No extension of due date and hour of submission will be entertained for postal delay or missing of documents

The Corporation reserves the right to accept or reject any or all the tenders in full or part or to split up the works if necessary in favour of more than one Bidder, without assigning any reasons whatsoever and the tenderers shall be bound to perform the same at his quoted rates.

For Chairman & Managing Director Uranium Corporation of India Limited

Turamdih Mill

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Annual Rate Contract for Maintenance of Pneumatically Operated Valves

JOB DESCRIPTION

UCIL is interested to invite tenders for Rate Contract for Preventive and Breakdown Maintenance of Pneumatically Operated On/Off Valves of Turamdih Mill. The party should have pool of experienced engineers, supervisors and technicians. Persons deputed at site should be capable to take-up the job assigned to them without need of any sort of training.

Scope of Work:

- 1. On-site and off site maintenance of all types and sizes of pneumatically operated on/off valve, replacement of defective valves by working valves, gasket preparation, disconnection and re connection of pneumatic and electric circuit of above valves. Transportation of valves from workshop to site and defective valve from site to workshop. Fabrication of working platform and approach ladders for on-site maintenance of above valves.
- 2. All consumables including welding electrodes and spares parts will be supplied by UCIL as 'Free Supply Items'.
- 3. Contractor has to make their own arrangement for all tools & tackles, safety gadgets, welding machine and trolley for material movement.
- 4. Approximate quantity of each size of valve and tonnage of working platforms and ladders to be covered under proposed Annual Rate Contract (ARC) is given in Price Format.
- 5. Free electricity at one point will be provided for fabrication purpose. Contractor will have to make their own arrangement for further extension /distribution.
- 6. The contractor will have to make arrangement for safe handling of valve during dismantling, removal, transfer, re-fixing on the same pipeline.
- 7. The valve will have to be first removed from the installed location, shifted to place of repair as per direction of Engineer-in-charge.
- 8. The contractor will have to maintain record of spares consumed and inventory available with him. All defective parts shall be stored separately. Above records shall be submitted to Engineer I/C on Fortnightly basis.
- 9. The contractor will carry out the preventive and breakdown maintenance as per Original Equipment Manufacturer's (OEM) instruction/recommendation.
- 10. The valves will have to be tested for smooth successful operation after servicing but before fixing in its original location. Facility of air for pneumatic operation and tubing will be provided by UCIL at a designated place.
- 11. The valve will have to be fixed back in its original location after servicing with proper line gasket in flange and tested for successful operation.
- 12. <u>Breakdown Maintenance:</u> On receipt of maintenance call, Contractor will immediately attend the fault along with UCIL representative to assess the type of maintenance needed (i.e.- on-site or replacement with similar valve) to bring back valve in to normal operation and act accordingly. Contractor staff should be available in General Shit (from 7.00am to 05.00 pm) on all working days (excluding Sunday and holidays) at UCIL premises to attend such calls. After General Shift (i.e. between 05.00 pm to 07.00am) and on holidays, required manpower should be deployed at site within 2.00 hrs of receipt of verbal/written/telephonic message. For timely communication of complaints, contractor has to provide one mobile phone to their site supervisor.

NOTE: One set of catalogue/ part list/ maintenance manual of all types of valves, covered under ARC, shall be provided to the contractor. All maintenance jobs are to done as per OEM recommendation.

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SUPERVISION AND WORFORCE:

Contractor has to provide supervision and workforce to maintain the pneumatically operated on/off valves of Turamdih Ore Processing Plant on Round the Clock basis.

One competent "Maintenance Supervisor" to co-ordinate with different sections of UCIL shall be deputed at site exclusively for present tender.

Maintenance Supervisor will have total responsibility of:

- Co-ordination between plant personnel and their workman.
- Planning and execution of Preventive and Breakdown maintenance.
- Adequate inventory of spares and consumables.

All workforce including supervisor will come in general shift. He should have a mobile phone to ensure easy accessibility during breakdowns and after beyond duty hours. The head quarter of maintenance engineer will be "Turamdih Ore Processing Plant" and he should **give his full time** to supervision of maintenance work and whose duties and responsibility should be in totality.

The contractor should deploy only such persons who are careful, skilled and experienced in their respective trade and whose qualification and experience meet the tender requirement. Some relaxation for technician in qualification and experience may be considered on case-to-case basis for highly deserving candidates suitable for the job depending on the interview performance and trade test. A team of UCIL may take trade test of work force and workforce will be approved after satisfactory performance.

The minimum desirable qualification and experience are given below:

<u>Maintenance Supervisor:</u> Should be Diploma in Mechanical engineering with 2 years experience or Class 12th pass with Six years experience in maintenance/ erection of mechanical equipments in a chemical/ Hydro-metallurgical plant/ workshop.

Technician: Should be ITI in Fitter/ Welding discipline with 2 years experience.

OR

Class 10th pass with at least 6 years experience.

. **Helper:** Class 8th pass with 2 years experience.

Tenderer shall submit a list of manpower which will be deployed during execution of the job if awarded to them. Name and address of the person deployed in the capacity of Supervisor/ Technician, Helper along with educational qualification has to be submitted. The Performa of the list is given below:

List of manpower to be deployed						
Sl. No.	Sl. No. Name of person Proposed to be deployed as Educational Qualification					

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Resource Deployment:

Contractor's resources should remain present at following places to attend breakdowns/ preventive maintenance:

	Helper	Fitter	Supervisor	Total (Nos.)/ day
Persons deployed in General Shift	5	2	1	8
(i.e. 7.00 AM to 5.00 PM)				
			Total	8

Total nos. of working days of 'General Shift' is 6 per week. Sunday is weekly off for General Shift.

Numbers mentioned above is the bare minimum requirement to maintain plant efficiently on round the clock basis. Tenderer has to ensure availability of adequate resources to attend major breakdown or shutdown at site in specified time frame. Extra claim against deployment of additional resources will not be considered.



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PRICE FORMAT

SI. No.	Item*	Size (mm)	Qty. (Nos.)	Unit Rate	(Rs) / Nos./ MT (for one	Service Tax	Any other taxes and	Unit Price (with Taxes) for one	Total Price (for one year	Total Price (for two year
140.			(103.)	(In Fig.)	•	lux	duties	year period	period)	period)
			Α		В	С	D	E= (B+C+D)	F = E X A	G = F X 2
1	Diaphragm Valve	25	10							
2	Diaphragm Valve	40	10							
3	Diaphragm Valve	50	60							
4	Diaphragm Valve	65	15							
5	Diaphragm Valve	80	60							
6	Diaphragm Valve	100	60							
7	Diaphragm Valve	125	50							
8	Diaphragm Valve	150	60							
9	Diaphragm Valve	200	60							
10	Butterfly / Globe	250	6							
11	Butterfly / Globe	400	2							
12	Fabrication & erection of Working Platform/ Ladders	N.A.	3 MT							
						Grand Total Price for Two-Year Period (Rs.) in Fig. (in words)				

Discount if any should be mentioned in figures and words on unit rate basis

* All above valves are pneumatically operated type operated through Solenoid valves. Maintenance of Solenoid valves is not covered under the scope of present tender.

All above costs shall be inclusive of all taxes and surcharges.

G. Total value shall be written both in figures and words.

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GENERAL CONDITIONS OF CONTRACT

- 1. Nature of Tender: Single Part
- 2. <u>Working Hours</u>:- As the requirement is for round the clock operation. Persons will be deputed as per instruction of Engineer-in-charge. No extra claims shall be entertained for working beyond duty hours in such urgency.
- 3. Commencement of work:- Work will commence within one week from the date of issue of work order. Contractor will report to the Engineer In charge, UCIL immediately on receipt of work order for further instructions for carrying out the job. A letter duly signed under contractor's official seal as a token of acceptance of all terms & conditions of work order must reach in the office within two days of receipt of the order. The work order no. & date as well as name of work must be quoted in all correspondences.
- 4. <u>Completion period of contract:</u> Completion period of present contract is for two year period. Total price quoted for two year period shall be the deciding factor to evaluate L-1 quotation. (Date of commencement will be reckoned from the date of start of work at site).
- 5. **Payment Terms** :- The contractor shall submit the monthly bill in triplicate to UCIL. The payment for the completed work shall be released against monthly RA (Running Account). The contractor shall submit his bills immediately after completion of the month. UCIL will make payment to contractor within 30 days from the date of submission of bill.
 - a. Final bill will be released only after submission of Annual Return (Format to be obtained from Site Office Mill) and work completion letter in duplicate by the contractor.
- 6. Work Measurement & Inspection / Work Instructions: It is to be done jointly as per schedule of items & scope of work, etc. by the Engineer-Incharge, UCIL and the Contractor. The measurement thus taken will be final and acceptable to both parties. Time to time detailed work instructions will be given by the Engineer –in-charge, UCIL.
- 7. **Jurisdiction / Dispute**: Any action / dispute arisen out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderer will extend all help.
- 8. <u>Penalty Clause</u>: The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The agency shall by responsible for providing timely and uninterrupted services. Failure to complete the work as per requirement shall attract deduction of a predetermined amount from the contractor as given below from RA bill.
 - a. **Delay in execution**: Timely maintenance of all the equipments is required. If after receiving the instruction of EIC, the contractor does not start the job with in a reasonable time then penalty equivalent to the rate of that particular service will be imposed. After start of the job if the same is not completed in the stipulated time (Time period is decided by the UCIL based on OEM recommendation) due to carelessness/incompetence of contract personnel then additional penalty at the rate of 25 % of the rate of the particular service will be imposed for every 8 hours of delay.
 - b. **Absenteeism of manpower**: Contractor shall maintain required minimum manpower in round the clock shift and general shift as mentioned in the tender. If contractor fail to maintain required manpower without approval of UCIL the penalty will be imposed at a rate of Rs. 700/300/200 per shift/ per person (Supervisor/Fitter/Helper respectively) shortfall. Overtime should not be used to compensate the shortfall in

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workforce. In any case, maximum working hours per day of technicians should not exceed 16 hrs.

- c. **Not using the Safety equipments**: All contract personal will use all personal protective equipments like Helmet, safety shoes and safety belts always. Non availability of any of the above item at any moment of time will call for a penalty at the flat rate of Rs 100 per person per day.
- d. **Non availability of Tools and Tackles**: Contractor will provide minimum necessary tools and tackles as per the list given by Engineer-in-charge. Non-availability of tools during any particular maintenance will call for a penalty Rs. 200 per day.
- e. **Uniform /Dress:** Penalty @ Rs. 100/- per day per person on not wearing the uniform shall be applicable in this contract.

The amount of penalty / compensation may be adjusted or set of against any sum payable to the contractor under this or any other contract with the corporation. And after ten week from the actual date of completion of whole work if the contractor fails to complete the work, corporation reserves the right to terminate the contract and get the balance work done through any other agency at contractor's risks and costs.

- 9. **Force Majeure:** In case of closure / breakdown / strike / lockout or any other causes beyond control of the corporation preventing normal operation, the corporation shall be at liberty to extend the time for completion or cancel the order without any financial liability whatsoever.
- 10. Safety Rules & Regulations for contractor's employees: UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-B will be complied strictly during the execution of various works at site. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet, gumboot, safety belt, shock proof shoe, safety suit / uniform, goggles, gloves, apron, ladders, bamboos, rope, machineries, scaffolding, etc required for the work by their own so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor. UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. Contractor must report in writing (duplicate) to the Engineer-In-charge or Safety Officer (Mill) UCIL immediately on becoming aware of any accident at their site.
- 11. Safe Transportation / Storage of Materials: Contractor will have to make their own arrangement for to and fro transportation of men, material and machine, etc. including loading and unloading at their own expense under this contract. Contractor will also be responsible for safe keeping of materials at their own cost issued by UCIL either free of cost or chargeable basis. The contractor shall build suitable stores at his own cost for safe keeping of materials as per instruction of the Engineer Incharge-UCIL, if required or UCIL will provide the same subject to availability. In case contractor is allowed to construct any structure, contractor shall have to demolish and clear the same before handing over the completed work. On completion of work or during the course of work all materials issued to the tenderer should be accounted for. A statement of material issued / consumed during the month & record of job done during a day are to be submitted by the party to the Engineer -Incharge, UCIL. For this contractor will provide and maintain a register and duplicate / triplicate books also at his own cost as per direction. Tenderer will transport all material from UCIL Stores / Godown to contractor's work site in safe custody. Contractor shall have to return / store all material including surplus / dismantled

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material from their work site to a specified place in UCIL premises and cut the unused dismantled materials in small pieces as per direction / instruction of the Engineer Incharge, UCIL and a material reconciliation statement to be submitted along with the final bill. And work place should be kept clean and all dismantled, left out material should be disposed properly every day as per instruction of the Engineer Incharge, UCIL. Failing which company have the right to retain the final bill till site clearance is completed.

- 12. <u>Price Escalation</u>:- No escalation on any account shall be payable and price quoted shall be firm till completion of the work under this contract. *Offers with price variation clause will be out rightly rejected.*
- 13. <u>Muster Roll</u>:- The contractor has to submit a copy of the muster roll every week to the Engineer Incharge, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment if any, under intimation to the Engineer Incharge-UCIL.
- 14. <u>Insurance</u>:- The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit two copies of the policy & receipts of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole working / contract period at a time for all the persons to be engaged to the Engineer Incharge, UCIL before the commencement of work. Contractor shall also submit the proof of the renewal of the same policy at least two days before the expiry date of the previous policy to the Engineer Incharge-UCIL. *The contractor will not be allowed to carry out any activity without necessary insurance coverage* (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.
- **15.** <u>Temporary work closure:</u> If the work site is required to be suspended for some days / period because of any reason, contractor may close the site temporarily under written intimation *in triplicate* to the Engineer–Incharge, UCIL. During the above period, the contractor will be in touch with the Engineer Incharge- UCIL for further instructions, if any. No extra claim against any idling of contractor's site crew / staff & machineries, etc. will be entertained.
- 16. Material (s) Supply by UCIL and Contractor: The corporation will not provide any accommodation, tools and tackles, men, material, machineries, transport, etc. for this work. No facility / supply other than mentioned in special conditions, scope of work and schedule of items will be provided by UCIL as free or on chargeable basis. If any other materials / facilities that are not covered under this tender but are required to complete the work, will have to be arranged by the contractor / party at their own expense. No extra claim shall be entertained against the materials that are not covered under this contract. But contractor shall submit free samples (materials) for approval, if required and materials approved by the Engineer Incharge, UCIL shall only be used. UCIL reserves the right to reject goods which are not as per specification and in case of rejection contractor shall have to replace material free of cost. Any deviation from the tender shall be clearly mentioned in the Part–I (Techno Commercial Bid & EMD) under the heading "Deviation".
- 17. Welfare and Health of Contract Labour: The contractor shall have to provide the facilities under the provision of "Contract Labour (Regulation and Abolition) Act, 1970 Section 16,17,18 and 19, Chapter -V, Welfare and Health of Contract Labour".
- 18. <u>Contract Agreement</u>: Contract Agreement should be executed in prescribed format on a non-judicial stamped paper before commencement of work within *one week* from the date of issue of

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work order / L.O.I. However, no payment will be made without execution of contract agreement.

- 19. <u>Submission and opening of Tender</u>: Tender / quotation / bid shall be submitted in a manner asked strictly in accordance with the tender terms & conditions laid down in the Enquiry / Tender document giving full details necessary for assessing their offer. Contractor shall sign and stamp on each pages of this tender document. Canvassing in any form is strictly prohibited and disqualify the tenderer for the tender submitted for. Tenders will be rejected, if sealed tender envelopes are not super scribed on the top as per instructions given. Tenders will not be received after due date and time. Tenders will not be accepted by Fax. Tenders submitted without earnest money deposit will be summarily rejected. If any of the date under this contract is declared holiday, the event scheduled on that day will be automatically shifted on the next working days.
- Sealed tenders / quotations in duplicate should be submitted in two parts as given below (or as mentioned in our enquiry letter) to the Competent Authority- UCIL. The above envelopes shall be super scribed on the top as Techno Commercial Bid and E.M.D. and Price Bid respectively with NIT / Enquiry No. & Date / full name of the work / Tender Opening Date / Name & Address of the tenderer.

Techno Commercial Bid and E.M.D envelope shall contain papers

- Tender fee (if tender document downloaded from UCIL website)
- Earnest Money Deposit
- Tenderer's covering letter in duplicate
- Duly signed & stamped copy of NIT for acceptance of terms & conditions
- Manpower details proposed to be depolyed as per NIT format
- Statement / zerox copies regarding previous three years experience and present status mentioning the value of work in detail, list of tools & tackles, technical personnel, transports and other equipments,.
- Balance sheet, income tax clearance certificate copy for last three financial years, if any and any other documents as deemed necessary (duly signed and stamped on each page).

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Price Bid envelope shall contain papers of duly signed and stamped price / rate proposal only *in Duplicate* along with tenderer's covering letter in duplicate.

Finally both envelope shall be inserted into a third cover. And this third envelop shall also be sealed and properly superscribed as Name of the work on the top with Tender/Enquiry Number & Date / Tender Opening Date/ Name and Address of the Tenderer, etc. The tenders after receipt shall be opened on the stipulated date and time by the Chairman and Managing Director or his representative in presence of the intending bidders.

20. <u>Visit of Site and Locality prior to quote rate (s) :-</u> Before submission of tender, the tenderers are advised to make themselves fully conversant with the SCHEDULE OF ITEMS, SCOPE OF WORK, SPECIAL CONDITIONS, GENERAL CONDITIONS OF CONTRACT, ANNEXURE-A (LABOURERS) & ANNEXURE-B (safety of contractor's employees), if any. They are also advised to physically visit the site to understand the site working conditions, nature of jobs prior to quote for the same. Also requested to inspect the site and equipments covered under present tender etc.

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- 21. Rate (s) in figures and words: 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. Insertions, postscripts, additions and alterations shall not be recognised unless confirmed by the tenderer's signature. Tenderer shall be submitted schedule of items(s) and rate(s) in triplicate duly signed and stamped on each page.
- 22. Tax & Duties:- The quoted rate should be inclusive of all taxes and duties including service tax, if applicable. Hence, no other taxes, duties and royalty, etc. would be paid extra. However The Contractor will be paid at actual against production of documentary evidence for any variation in statutory taxes, duties etc. or any imposition of new Governmental taxes /duties during the Contract execution etc. period. For this purpose, the bidder should indicate clearly in his price bid the details of taxes and duties considered for all those major items for which he intends to claim for such reimbursement.
- 23. Annual Labour Return; Contractor shall have to submit a letter of work commencement or completion IMMEDIATELY in duplicate in prescribed format and annual return in format no.-XXV (Format to be obtained from Site Office Mill) to the Engineer Incharge, UCIL for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.
- 24. <u>Variation in Quantity of items</u>: The quantity mentioned under the "schedule of item (s)" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work upto the **total variation of** ± 10 % of the awarded value. The other terms & conditions and rates shall remain firm within this limit.
- 25. <u>Validity</u>: The offer should remain valid for a minimum period of *three months* from the date of opening of the final price part. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.
- 26. Training, etc.: Contractor shall have to bring all their labourers for necessary training & guidance in *Mill Training Centre* at their own cost before actual commencement of the work at their own cost. The work shall be carried out with the help of experienced / skilled persons or ITI with NCTVT certificate holders or equivalent, etc. And Supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-Incharge. Persons holding H.T. Licence of relevant section as per I.S. will be allowed to do the job of electrical works. Contractor shall have to submit a letter of authorisation (in duplicate) in favour of his experience / qualified and responsible representative as "Site Supervisor" to look after the work site and receive official letters and instructions or to issue / receive materials from stores in absence of main contractor at site.
- 27. <u>Indemnity</u>: Contractor will fully indemnify the corporation against all responsibility and whatsoever arising out of accident / injury to contractor's workmen, third party or to corporations' personnel and properties.
- 28. <u>Labour Employment Conditions for executing work</u> :- As given in clauses 1 to 13 in Annexure-A.
- 29. <u>Documents not transferable</u>: Tender documents are not transferable. These tender documents are the property of corporation. Contractor shall keep one copy of the documents at the site in good order and same shall be available for inspection and use by the Engineer Incharge, his representative or by other inspecting officer. None of these documents shall be used by the contractor for any purpose other than that of this contract.

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- 30. <u>Award of Contract</u>:- The Corporation reserves the right to accept or reject any or all tender either in full or part or to split up the work, if necessary, without assigning any reasons therefore.
- 31. <u>Medical facilities</u>: The contractor shall be fully responsible for any first aid / emergency treatment or serious medical treatment to his employees. UCIL will provide medical facilities on chargeable basis to contractor's employees.
- 32. <u>Medical chekups of employees</u>:- Sucessful Contractor shall arrange for periodical medical check of all the workmen as per UCIL's norms.
- 33. **<u>Declaration form</u>**:- Sucessful contractor shall submit a declaration form from their employee engaged in this job as per format given in annexure-C.
- 34. Security Rules & Regulations and Entry Passes: The contractor will have to submit the details of the persons to be employed for this work within two days of award of work. The contractor will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with four nos. passport size photograph for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance. Contractor shall strictly abide by the prevailing security rules and regulations 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.
- 35. <u>Defects Liability Period</u>: During the defect liability period / guarantee period from the certified date of handing over of job. The contractor shall rectify the defects, if any, detected / reported during the guarantee period under this tender from the certified date of completion of work. The contractor shall be responsible to make good and remedy at his own expense within such period, as may be stipulated by the Engineer-Incharge before the expiry of the guarantee period.
- 36. Security Deposit: Security Deposit equivalent to an amount of 5% of the ordered value is required to be deposited under this contract in Accounts Department-UCIL in cash or demand draft before the start of the work. Failure to carry out the awarded work shall entail forfeiture security deposit entirely. Security Deposit will be refunded without any interest on written request in duplicate to the Engineer-in-charge after satisfactory completion of the work.

37. LIST OF MINIMUM TOOLS/TACKLES TO BE ARRANGED AT SITE BY CONTRACTOR:

- a) Chain pulley Block (Capacity 5T): 2 Nos.
- b) Adjustable spanner (12", 8" & 6" Size): 2 Nos. each
- c) Screw Driver set (6" & 8"): 2 sets
- d) Combination Pliers (6 inch): 3 nos.
- e) Long Nose Pliers (6 inch): 3 nos.
- f) Hack saw frame with blades 300 mm: 1 nos
- g) Allen Key set up to 12 mm: 1 set
- h) Allen Key set up to ½ inch: 1 set
- i) Double faced Hammer (1 kg): 1 each
- j) Bi Hexagonal Ring Spanner set up to 25 mm: 1 sets
- k) Bi Hexagonal 'D' Spanner set up to 25 mm: 1 sets
- 1) Gas cutting set: 1 No.
- m) Hole punch: 1 Nos.
- n) Tee Square: 1No.
- o) Chisel (1" & 2"): 1 nos. each
- p) Note: The above are minimum tools/tackles to be provided by the contractor at site. However, in addition to above, the tools, tackles, consumables as required for carrying

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out any routine / specific maintenance work(s) at site are to be arranged by the contractor at his own cost as per directions of the Engineer-In-Charge.

- 38. <u>Labour Acts & Rules :-</u>The contractor shall (in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.
 - a) Workmen Compensation Act-1923,
 - b) Payment of wages Act-1936
 - c) Employees Liability Act,1938
 - d) Industrial Dispute Act,1947
 - e) Minimum Wages Act,1948
 - f) Employees State Insurance Act,1948
 - **g)** Mines Act, 1952
 - h) EPF & MP Act, 1952
 - i) Maternity Benefit Act,1961
 - j) Contract Labour (Regulations & Abolition) Act, 1970
 - k) All statutory provisions of Atomic Energy Regulatory Board



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(annexure- A)

FORMAT FOR COMMENCEMENT OF WORK

	Chief Supdt. (Mill) <u>L, Turamdih</u>	Date :
Sub	:- Information regardin	ng commencement of work of the work in detailed
Ref :	- Work Order No	Date:
agair	I would like to inform you are and work already started. I amnst the work for your information a	
1.	Work commenced on :	
2.	Period of contract :	
3.	Maximum nos. of labourers likely	y to be engaged:
4.	Name of proprietor / Partner etc.	of contractor :
5.	Labour Insurance policy No. and	date and valid upto :
	Thanking you	
		Yours faithfully, For M/s

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(annexure–B)

LABOURERS

- 1. The contractor shall employ labour in sufficient number to maintain required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer Incharge. The contractor shall not employ in connection with the works any person who has not attained the age of 18 years.
- 2. Contractors should employ only the persons with established identity.
- 3. Dy. Commandant, CISF will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Dy. Commandment, CISF.
- 4. CISF control room / Contractor will not allow any inter-state labourer as a contract labour in any case.
- 5. The contractor shall furnish to the Engineer–in-charge, a distribution return of the number description by trades of work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer Incharge a true statement showing in respect of second half of the preceding month and the first half of current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or rules made there under and the amount paid to them.
- 6. The contractor shall pay to labourers employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act 1970 and rules made there under.
- 7. The contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under in regard to all matters provided therein.
- 8. The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, and Mines Act 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 9. 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 "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 Incharge shall recover from the running bills of the contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 10. The Engineer In-charge shall on a report having been made by an inspection staff as defined under the Contract Labour (Regulation & Abolition) Act 1970, and rules made there under have the power to deduct from the money due to the contractor any sum required or estimated to be required for making the good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the contract or non-observance of the said Act.



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- 11. The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition)Act 1970, and the rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 12. In the event of the contractor committing a default or breach of any of the provisions of aforesaid Act and Rules made there under / amended from time to time or furnishing any information or submitting or filling any Forms / Register / Slip under the provisions of the law which is materially incorrect, then on the report of the Inspecting Officer, the contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. For every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Labour Department and the contractor should indemnify the Corporation against all such liabilities.

13. MODEL RULES FOR LABOUR WELFARE:

- (i) The Contractor shall at his own expenses 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 protection of health and making sanitary arrangements for workers directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer Incharge shall be entitled to do so and recover the cost thereof from the Contractor.
- (ii) Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant Maternity Benefit to Female workers shall make the contractor liable to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The Decision of the Engineer Incharge in such matters based on reports from the Inspecting Officers shall be final and binding and deducting officers shall be final and binding and deductions for recovery of such liquidated damages may be from any amount payable to the contractor.

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(annexure-C)

(Form to be filled in Non-Judicial paper of Rs.20/- & Submitted by the Contractor workers) attested by Notary Public.

Affidavit cum Declaration

, S/o of	villageP.O
P.SDistrict	Jharkhand, by faith
by occupation, do hereby Solemi	nly affirm and declare as follows :-
(1) That I am working with M/s	who has been awarded work order NO
Dated From UCIL, Jaduguda	
(2) That I am fully aware that I am Contractor w	vorker of the aforesaid Contractor and, as Such, I or
my Successor shall not have any claim of e	mployment with UCIL at any time, in case of fatal
accident or termination/completion of perio	od of work order. I shall not place a demand for
employment with UCIL in future also.	
· ·	
	<u>Verification</u>
Indentified by Sri	The Statement made above are true to the
Advocate at Jamshedpur	best of my Knowledge, belief and information
	and I Sign onatat
	, x
	Deponent
	The deponent is known to me & has signed in
	my presence.

ucit

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(annexure– D)

SAFETY OF CONTRACTOR'S EMPLOYEES

1. The contractor shall at all times, take all reasonable precaution for the safety of employee, including those of sub – contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the safety provisions, the contracting officer shall include the SAFETY requirements as RECOMMENDED by the Health Physics Unit, Jaduguda for a specified contract.

In the event that contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order for stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the sole discretion of the Contracting Officer. The contractor shall make no reason of or in connection with such stoppage.

- 2. Contractor shall have a full time Safety Officer / Engineer when the contractor employ 500 or more persons or when engaged specifically in hazardous work.. In the case of contractors employing fewer than 500 persons, his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to his other technical / administrative duties.
- 3. Contractor shall have at least one person fully trained in First Aid to be present at the site of work all time.
- 4. Contractor must report to the Safety Officer (Mill) through their contracting officer every accident involving
- Their personnel
- UCIL property or personnel.
- Property or personnel of other contractors working at the site.
- 4.1 Contractor must report to the Safety Officer (Mill) immediately on becoming aware of any accident of Type A (see Appendix –1) giving the following information :-
- Name of the informant
- Nature and location of incident being reported
- Name of Supervisor / Engineer Incharge, location and telephone no. where he can be reached.
- 4.1.1 Contractor shall submit their investigation reports , through their contracting officer , to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form A (see Appendix 2)
- 4.1.2 In the case of Type B accidents (see Appendix 1), Contractors shall submit their investigating reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form A.
- 4.3 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form -B (see Appendix -3) and be sent to the Safety officer (Mill) by the 7^{th} of the next month.



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- 4.3.1 Prime contractor reports shall include the man days lost and occurrence of accident under the jurisdiction of the Sub Contractors.
- 4.3.2 Contractors shall submit a narrative on safety activities and fire incidents for each month along with Form B. The review should contain such items as Personnel and programme chance, major project started and major problem.

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APPENDIX - 1

CLASSIFICATION OF ACCIDENTS

$\underline{TYPE-A}$

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

$\underline{TYPE-B}$

- 1. Minor injuries which results in laceration, abrasion, contusion etc.
- 2. Disabling injuries but not requiring hospitalisation.



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APPENDIX - 2

(FORM - A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project Nature of contract Name of Engineer Incharge Name of injured person Age Address Date and Time of accident Place where accident occurred Nature of job What was injured person doing at the time of accident Description of accident (in detail) Nature of injuries 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 reoccurrence of such accidents Name of witness 1. 2. Safety representative's remarks

with signature and date

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APPENDIX - 3

(FORM -B)

SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the contractor :
Name of project :
Name of the sub – contractor :
Name of safety representative
of the project:

Total nos. of persons <u>Male</u> <u>Female</u> working in the project.

Engineers

Supervisors

Labours

Total nos. of accidents (including Type A & B)

Disabling injuries

Non – disabling injuries

(Signature & stamp of Contractor)

cc: Engineer – Incharge

cc: Safety officer, UCIL (MILL)

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