# lucit.

### URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Enterprise) CIN: U 12000 JH 1967 GOI 000806 NIT: TMPL/MILL/MECH - 021

Major Modifications in FCB in order to reduce spillages over replacement of conveyors BC-11,BC-12A/B with Chutes and Diverters

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# UCIL

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(A Government of India Enterprise) CIN: U 12000 JH 1967 GOI 000806 NIT: TMPL/ MILL/MECH - 021

Major Modifications in FCB in order to reduce spillages over replacement of conveyors BC-11,BC-12A/B with Chutes and Diverters

#### **URANIUM CORPORATION OF INDIA LIMITED**

(A Govt. of India Enterprise)
TUMMALAPALLE PROJECT

PO:Mabbuchintalapalle, Mandal: Vemula, Dist: YSR DISTRICT – 516349 A.P.

**Hyd. Office:** Plot No.37, Road No.3, Sunrise Homes,

Upparpally, P.O.Hyderguda,

Ranga Reddy District, HYDERABAD - 500 048.

**Head Office:** P.O.Jaduguda Mines, Dist. Singhbhum (East)

JHARKHAND - 832 102.

### NOTICE INVITING TENDER NO. NIT: TMPL/MILL/MECH - 021

#### ITEMRATE TENDER

FOR

- 1. Tenders to be deposited in the/at the office of Manager [Admin], Uranium Corporation of India Ltd., Tummalapalle Project, A.P.-516349 on or before 10/07/2014 up to 3.00 PM.
- 2. Tenders shall be opened in presence of Tenderers who may like to present at 3.30 PM on 10/07/2014 at office of Manager [Admin] Uranium Corporation of India Ltd., Tummalapalle Project, A.P.-516349.

ssued to	: ( Name of the Contractor / Tenderer )		
Signature of Officer ssuing the Tender Documents	:		
Designation	:		
Date	:		
Cash Memo / Receipt No.	:		

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Major Modifications in FCB in order to reduce spillages over replacement of conveyors BC-11,BC-12A/B with Chutes and Diverters

Date: 25/06/2014

### Tender NO.: TMPL/MILL/MECH -021

Sealed Tenders in 2 (TWO) sets (one original and one copy) are invited by the Chairman & Managing Director, Uranium Corporation Of India Limited (UCIL), Tummalapalle, Andhra Pradesh for the execution of following works:

Name of Works & Plant: Major Modification in FCB in order to reduce spillages over

replacement of Belt Conveyors BC-11, BC-12A/B with Chutes and

Diverters

**Nature of Tender** : Single Part Tender

**Cost of Tender Document:** Rs 500/- (Rupees Five Hundred Only)

Earnest Money Deposit : Rs. 13000 (Thirteen Thousand Only)

Last date of receiving of :

10-07-2014 up to 3:00 PM

**Completed Tender** 

Tender Opening Date : 10-07-2014 at 3.30 PM

Full details, terms & conditions & other specification of work are available in the tender document, which can be obtained from the office of Manager (Admin) Tummalapalle, on payment of cost of tender document (non-refundable) 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 from 26/06/2014 to 10/07/2014.

The tenders are to be submitted to the **Manager** (**Admin**), **UCIL** - **Tummalapalle** 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 and the other sealed 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



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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. <u>Commencement of work :-</u> 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 Six Months, Total price quoted for the scope of work 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**:- Bill (s) will be paid as mentioned in clause "**Bills**" of the Scope of Work of contract document.
  - Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer-in-charge, UCIL within 30 days of submission of clear bill in triplicate along with tenderer's letter head. Contractor shall mention actual date of commencement of the work in their bill (s). 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 HYDERABAD 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. **Penalty** (Liquidated Damage): If the progress of work is not found satisfactory or the contractor fails to complete the works within the time frame of completion, the corporation reserves the right to impose penalty / liquidated damage @ ½ % per week maximum upto 5% on the awarded / contract value for each complete week between the time for completion and actual date of completion. **PENALTY CLAUSE**: 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.
  - **Delay**: 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

# UCIL V

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additional penalty at the rate of 25 % of the rate of the particular service will be imposed for every 8 hours of delay.

**Absent**: - 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. 1000/- per shift/ per person shortfall. Overtime should not be used to compensate the shortfall in workforce. In any case, maximum working hours per day of technicians should not exceed 16 hrs.

**Safety**: - All contract personal will wear cotton uniform and 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.

**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.
- Safety Rules & Regulations for contractor's employees :- UCIL's Safety Rules & 10. 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 equipment are caused due to the work being carried out by contractor. UCIL 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 must report in writing (duplicate) to the Engineer-In-Contractor 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

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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 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.
- Temporary work closure: 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 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.



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Any deviation from the tender shall be clearly mentioned in the **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 work order / L.O.I. However, no payment will be made without execution of contract agreement.
- 19. Submission and opening of Tender: 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.

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

- Tenderer's covering letter in duplicate, scope of work.
- General conditions of contract.
- UCIL's labour and safety rules.
- Statement / Xerox 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).

&

2. *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 envelopes 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.

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- 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, 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.
- 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. <u>Tax & Duties</u>: The quoted rate should be inclusive of all taxes and duties including service tax, if applicable. And imposition of any new taxes / duties by the State Govt. or Central Govt. during the contract execution period will also be paid by the contractor. Hence, no other taxes, duties and royalty, etc. would be paid extra.
- 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, Andhra Pradesh.
- 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. **Validity**: 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-In-charge. 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.

### UGIL

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- 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.
- 30. **Award of Contract**: 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. 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 SPF 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.
- 33. <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.
- 34. **Security Deposit:** The Amount of Security Deposit including the amount of Earnest Money shall be 10% of the awarded value of work. 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.

### 35. <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.

- i) Workmen Compensation Act-1923,
- ii) Payment of wages Act-1936
- iii) Employees Liability Act,1938
- iv) Industrial Dispute Act,1947
- v) Minimum Wages Act,1948
- vi) Employees State Insurance Act,1948

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- vii) Mines Act, 1952
- viii) EPF & MP Act, 1952
- ix) Maternity Benefit Act,1961
- x) Contract Labour (Regulations & Abolition) Act, 1970
- xi) All statutory provisions of Atomic Energy Regulatory Board

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### **FORMAT**

	GM(TS)/DGM(Mech.) L, Tummalapalle	Date :
Sub		ding commencement of work of  f the work in detailed
Ref .	·- Work Order No	Date:
to n	ne and work already started. I a nst the work for your information	·
	Work commenced on:	
2.	Period of contract:	
3.	Maximum nos. of labourers lik	ely to be engaged:
4.	Name of proprietor / Partner et	c. of contractor:
5.	Labour Insurance policy No. ar	nd date and valid upto:
	Thanking you	
		Yours faithfully, For M/s



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### SPECIAL CONDITIONS

- 1. Working height will vary from place to place and may be up to 35 meter from the ground level. In some cases replacement jobs may have to be synchronised with the working / operation of the plant so as not to hamper the production.
- 2. Working area is in FCB, job includes Fabrication of the diverter chutes (Y shape), chutes of required sizes (consisting of mother plates & hard liners with fasteners fixing after drilling o plates) in place of existing belt conveyors BC-11 & BC-12A/B Belt conveyor along with Pulleys, Idlers, Gear boxes, necessary motors shall be dismantled. After dismantling of belt conveyors, contractor has to take up the erection of chutes (in place of belt conveyors as per direction of Engineer In charge. While erecting the chutes proper rigid supports are to be made on the platform as per the direction of the Engineer in Charge. The discharge of 1BC-7 is being directed to the Tertiary Cone crushers 1C-3A and 1C-3B through suitable fabricated diverter.
- 3. The erection & dismantling jobs are to be carried out on public holidays round the clock or during shutdown timings only, without effecting the production on normal days. The contractor has to mobilize the more man power holidays to work round the clock and during shut downs. In such cases, no extra claims or OTs shall be entertained.
- 4. The contractor will have to maintain accountability of materials issued to them in a register which include specification of materials, date of issue, quantity, cost code, I.V. no and purpose. A statement of materials issued/consumed during the month to be forwarded to Engineer- In-charge before 10th of next month.
- 5. Facilities to be provided to the Contractor by UCIL as mentioned below:
  - All structural steel items, MS sheets/plates, Flanges, MS pipes & pipe fittings, spare parts, welding electrodes and hardware like fasteners, washers and gaskets etc. as well as Bitumen compound and paint etc. Oxygen & LPG cylinders will be provided.
  - Power connection to one or two points for welding machines within 100 meters radius of work-site.
  - Water, lighting and compressed air as per availability.
  - Tractor with Trolley will be provided for material handling, if required.
  - Forklift, 8 MT capacity Hydra may be provided depending on availability for

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lifting/shifting of heavy materials.

- 6. The contractor will have to give name, father's name, age, qualification detail address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph duly attested by a class- 1 govt. officer within 7 (seven) days before actual commencement of work so that permanent gate pass can be issued.
- 6. **Safety & security of UCIL' materials**: Tenderer will be responsible for safe keeping of materials issued by UCIL on free of cost / chargeable basis and on completion of work or during the course of work all materials issued to the Tenderer should be accounted for.
- 7. **Inspection of tools and tackles**: Time to time the engineer-in-charge shall inspect the tools and tackles of the contractor. If he finds any tools and tackles that is not in proper shape or that may lead to safety hazard, the contractor will have to take the defective tool out of the plant premises. If the contractor cannot arrange the said tool within 7 (seven) days UCIL may provide the same on chargeable basis.
- 8. The corporation will not provide any accommodation for your staff / labourers deployed at site.
- 9. Commencement of work by the Contractor can be affected before execution of agreement but after issue of work order / letter of intent and fulfilling of statutory requirements of Insurance by the contractor. Contract Agreement should be executed within one month from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
- 10. **Insurance**: The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen & shall from time to time when so required by the Engineer produce this policy & the receipts of premiums paid or satisfactory evidence of insurance cover. Any such policy shall also indemnify UCIL against any claim raised by the injured/ affected workmen or his family.
- 11. Working under this contract will not qualify or give any additional claim to any contract employee for employment in UCIL. All statutory rules and regulations applicable as per workmen's Compensation Act shall be followed by the contractor while engaging and disengaging the Workers / Employees.
- 12. The contractor has to tackle all labour related issues and maintain smooth IR relation at site so that the job can progress uninterruptedly.
- 13. **Training**: Contractor shall have to bring all their labourers for necessary training in Mill Training Centre before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI certificate holders or equivalents, etc. And supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-in-charge.

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- 14. **Medical facilities**: The contractor shall be fully responsible for any first aid/emergency treatment or serious medical treatment to his employees. UCIL will provide medical facilities in serious cases only on chargeable basis to contractor's employees.
- 15. **Manpower details**: 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. Proforma of Attestation Forms (02 nos.) may be obtained from site office, Mill for necessary verification of every labourer separately and submission to the Engineer-in-charge, UCIL for onward transmission to the competent authority, UCIL
- 16. **UCIL's safety Rules & Regulation** for contractor's employees as given in the Annexure-B will be complied strictly during the execution of various works at site. All safety gadgets & appliances as required for carrying out maintenance jobs shall be supplied by the contractor without any extra cost. Regular health checks (as per UCIL norms /instruction) of the staffs / workmen at the contractor's cost are essential part of this contract.
- 17. **Insurance:** The contactor shall be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to person / persons or damage to the property of any description what so ever caused during the execution of the work. In the event of any such accident the contractor shall be responsible and shall pay proper compensation for the same as per workmen's compensation Act. The contractor shall keep the purchaser UCIL safe and harmless and indemnified against all claims and expenses, for any such damage or injury to any property or person. The contractor shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against the risk of any accident.
- 18. The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed but not be limited to the following prevailing acts:
  - a. Factory Act.
  - b. Minimum Wages Act.
  - c. Payment of Wags Act.
  - d. Bonus Act.
  - e. Contract Labors (Regulation & Abolition) Act as prevalent and the rules and regulations made therein from time to time and shall indemnify the hold harmless the UCIL / Purchaser against any claim arising out of compliance or any non-compliance and / to the third party.



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ANNEXURE – A

### **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 fifteen years.
- 2. Contractors should employ only the persons with established identity.
- 3. Addl. Commandant, SPF 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 Asst. Commandment, SPF.
- 4. SPF 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



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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.
- 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.

# UCIL

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ANNEXURE - B

### 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, Tummalapalle 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)

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- 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.
- 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.

# UCIL V

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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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## UGIL

Name of contractor and project

with signature and date

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APPENDIX - 2

(FORM - A)

### ACCIDENT INVESTIGATION REPORTS

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

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# UCIL

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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 working in the project.	<u>Male</u>	<u>Female</u>	
Engineers			
Supervisors			
Labours			
Total nos. of accidents (including Type A & B)			
Disabling injuries			
Non – disabling injuries			
cc: Engineer – Incharge cc: Safety officer, UCIL (MILL)		(Signature & stamp of	Contractor)

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### UCIL

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### **SCOPE OF WORK**

Modification jobs in Tertiary Crushing Building, of any of the items as indicated below are included in Contractor's scope of work. A time schedule from job to job basis shall be given by UCIL and contractor has to agree for the same so as to maintain minimum shutdown time. These jobs shall have to be done by the Contractor with required resources like manpower, tools &tackles, supervision staff etc. within mutually agreed time period. Majority of these jobs needs to be carried out in Holidays and Shutdowns.

Sl. No	Activity	Approx. Qty.
1.	Fabrication of Chutes & Diverter chutes (Y-shape) and its bolted liner plates in Tertiary Crushing area of Fine Crushing Building.  The job consists of Fabrication of Chutes and its liner plates, liner plates will be bolted to mother plate with help of drilling. Counter shank bolts, spring washers and nuts are to be used, proper support to platforms in the building are to be done. Bolts are to be used for fixation flanges.  (Rate should be per MT basis).	11.814 Tonnes
2.	Dismantling of Belt Conveyors BC – 11 and BC-12A/B  The job consists of Dismantling of Belts BC-11 and BC-12A/B and respective head and tail pulleys, idlers, chutes, gear boxes, skirt boards, Electrical motors if any, dismantling of plat forms for the erection of passage chutes etc  (Rate should be per MT basis).	24.372 Tonnes
3.	Erection of Fabricated chutes after dismantling of belt conveyors BC-11 & BC-12A/B  The job consists of Erection of Chutes and its liner plates. Counter shank bolts, spring washers and nuts are to be used, proper support to platforms in the building are to be done. Bolts are to be used for fixation flanges.  (Rate should be per MT basis).	23.682 Tonnes

# UCIL V

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### **Note:**

- 1) Painting of fabricated structural items shall be in the scope of contractor. Paints shall be supplied by the UCIL free of cost.
- 2) Contractor has to ensure that, manpower supplied for the said jobs should have sufficient experience in Fabrication, Erection and alignment jobs.

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### **Blank Price Format**

							Annexure-1
PRIC	E FORMAT	FOR MO	DIFICATION	JOBS II	N FINE	CRUSHIG	BUILDING
(REPI	LACEMENT	OF CONVE	YOR BELTS	BC-11, BC-	-12A/B W	TH DIVERT	TER CHUTES
(Y-SHAPE)							
					Un	it rate	

chu line area	orication of Chutes & Diverter ites (Y-shape) and its bolted or plates in Tertiary Crushing	11 014 T	in Rs	in Rs
chu line area	tes (Y-shape) and its bolted er plates in Tertiary Crushing	11 014 T		
_	a of Fine Crushing Building.	11.814 Tonnes		
	mantling of Belt Conveyors BC 1 and BC-12A/B	24.372 Tonnes		
afte	ection of Fabricated chutes or dismantling of belt conveyors -11 & BC-12A/B	23.682 Tonnes		
	COST INCLUDING ALL TAX	XES AND DUTIES		

(Signature of bidder with stamp)

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