URANIUM CORPORATION OF INDIA LIMITED

TUMMALAPALE
CIN: U 12000 JH 1967 GOI 000806
P.O. MABBUCHINTALA PALLE, DIST-KADAPA,
ANDHRA PRADESH-516349.

PHONE-(08588)-282729/282704

FAX NO- (08588)-282729.

TENDER DOCUMENT

FOR

MAJOR MECHANICAL MAINTENANCE JOBS OF UCTL#1, 2 & 3

AREA OF TUMMALAPALLE MILL DIVISION

NIT NO: TMPL/MILL/MECH - 023

URANIUM CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)

CIN: U 12000 JH 1967 GOI 000806

P.O. Mabbuchintala Palle

DIST – Kadapa

Andhra Pradesh - 516349.

N.I.T. NO: TMPL/MILL/MECH-023

JOB: MAJOR MECHANICAL MAINTENANCE JOBS OF UCTL-1, 2 &3 AREA IN TUMMALAPALLE MILL DIVISION

- 1. Tenders to be submitted by 20.08.2014 up to 3.00 P.M. to Manager (Admin), Tummalapalle.
- 2. Tenders shall be opened in presence of Tenderers who may like to be present at 3.30P.M. on 20.08.2014.

| Signature of officer issuing the Tender Document: |
|---|
| Date: |
| Cash Memo/Receipt No: |

Issued to:

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URANIUM CORPORATION OF INDIA LIMITED

(A government of India Enterprise)

P.O. Mabbuchintala Palle, Tummalapalle, Kadapa-Dist., Andhra Pradesh-516349.

Date: 21st July, 2014

Notice inviting tender: NIT No. - TMPL/ MILL/MECH - 023

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 Mechanical Maintenance jobs in UCTL-1,2, and 3 area of

UCIL Tummalapalle Plant

Nature of Tender : Two Part Tender

Cost of Tender Document: Rs 1000/- (Rupees One Thousand Only)

Earnest Money Deposit : Rs. 50000 (Fifty Thousand Only)

Last date of receiving of : 20-08-2014 up to 3:00 PM

Completed Tender

Tender Opening Date : 20-08-2014 at 3.30 PM

Prequalification criteria:

- (A) The bidder shall have average annual turnover of Rs 45 lakh per year during last three financial years.
- **(B)** The bidder should have experience of having successfully completed at least any two categories of following jobs:
 - (i) Dismantling, fabrication and erection of worn out structural steel
 - (ii) Dismantling, fabrication and erection of worn out Pipelines viz; SS, MSRL, MS, GI, HDPE
 - (iii) Erection/commissioning /overhauling of various process plant equipments e.g. pumps, Gear boxes, conveyor belt, belt filters agitators, Cone/Jaw Crushers etc.

in any industry during last 5 years ending on 31.03.2014 without supply of material & consumables as at (a) or (b) or (c) below:

- a. Three similar completed works each costing not less than Rs 8.5 Lakhs.
- b. Two similar completed works each costing not less than Rs 11.5 Lakhs.
- c. One similar completed work costing not less than Rs 23 Lakhs.

In case of an order

(i) with supply of material & consumables, the work order value to be considered for

evaluation shall be 30 % of total order value and

(ii) for work order with supply of consumables only the work order value to be considered for

evaluation shall be 80 % of total order value.

Full details, terms & conditions & other specification of work will be available in the tender

document, which can be obtained from the office of the Manager (Admin) Tummalapalle on

payment of cost of tender document (non-refundable) in cash on all working days except Sunday &

Holiday between 9.30 AM to 11.30 AM & 2.30 PM to 4.30 PM from 21.07.2014 to 20.08.2014 on

written request letter along with sale tax, income tax clearance certificate and proof of financial

resources / turnover and required credentials mentioned above for pre-qualification criteria. For

details please visit our website www.ucil.gov.in

For Chairman and Managing Director

URANIUM CORPORATION OF INDIA LIMITED

GENERAL CONDITIONS OF CONTRACT

1) Nature of Tender:- Two Part

2) Working Hours :-

From 8.00 AM to 5.00 PM on all working days (excluding Sunday & Holidays). However, contractor shall be allowed to work beyond 5.00 PM depending upon the urgency but only after obtaining permission from the Engineer-In-charge, UCIL. 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. Contractor shall submit work commencement letter in duplicate (in prescribed format) to the Engineer In-charge -UCIL within two days of start of work at site as statutory requirement for onward transmission to the competent authority, Govt. of India, Ministry of Labour, Andhra Pradesh. The work order no. & date as well as name of work must be quoted in all correspondences.

4) Completion period of contract :-

Period of contract will be applicable as mentioned in the N.I.T. / Enquiry Letter, Scope of work or Special Conditions etc. of contract document (**Date of commencement will be reckoned from the date of start of work at site**).

5) **Payment** :-

Bill (s) will be paid as mentioned in clause "**Payment Terms**" of the Scope of Work or Special Conditions etc. 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 <u>bill(s) in 4(Four) copies</u> along with tenderer's letter head. Contractor shall mention actual date of commencement of the work in their every bill (s). Final bill will be released only after submission of Annual Return and work completion letter in duplicate by the contractor. (Format to be obtained from Site Office - Mill).

6) Work Measurement & Inspection / Work Instructions :-

It is to be done jointly as per schedule of items & scope of work etc. by the Engineer-in-charge, UCIL and the contractor or his authorised representative. The measurement thus taken will be final and acceptable to both parties. In case contractor's representative is not available for measurement, the concerned Engineer-in-charge-UCIL will carry out measurement and that will be binding to the contractor. Weighment recorded at UCIL Weigh-Bridge or estimated quantity duly certified before the start of work on daily basis by the Engineer-in-charge, UCIL will be

final. Contractor will submit Weighment cards, slips; material gate passes etc. to the Engineer In charge on daily basis and maintain registers at their own cost. Time to time Engineer-in-charge – UCIL shall inspect the site, tools & tackles of the contractor and detailed work instructions will also be given by the Engineer –in-charge, UCIL.

7) <u>Jurisdiction / Dispute</u> : -

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 up to 5**% on the awarded / contract value for each complete week between the time for completion and actual date of completion. 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) **Insurance** :-

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- in-charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least two days before the expiry date of the previous policy to the Engineer-in-charge 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.

11) Safety Rules & Regulations for contractor's employees :-

UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-A will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works.

UCIL shall not provide any safety appliances and tools & tackles under any

circumstances. 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, shockproof shoe, safety suit / uniform, goggles, gloves, apron, ladders, trolley, wheel barrow, bamboos, rope, machineries, scaffolding, etc. required for the work by their own cost 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. 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.

12) Security Rules & Regulations and Entry Passes :-

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**. 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 passport size photograph for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of SPF, UCIL sufficiently in advance.

13) 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 & unloading / lifting & shifting 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 In charge 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 -In charge, UCIL. For this contractor will maintain a register (record) at his own cost as per direction. Tenderer will issue & transport all material from UCIL – Stores / Go down to 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. If contractor fails to remove the scrap or materials within 7 (seven) days, it will be done through any other agency at contractor's risks & costs. 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-in-charge, UCIL. Corporation have the right to retain the final bill till site clearance is completed.

14) Material (s) Supply by UCIL and Contractor:

The corporation will not provide any accommodation, tools and tackles, men, material, machineries, transport, stationery 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 required complete the work, will have to be arranged by the contractor 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-in-charge, 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.

15) 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 quote rates(s) / price(s) in triplicate duly signed and stamped on each page as per price format (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected.

16) **Taxes & Duties** :-

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. Offers with price variation clause will be out rightly rejected.

17) Price Escalation :-

No escalation on any account shall be payable and price quoted shall be firm till completion of the work under this contract.

18) Muster Roll:

The contractor has to submit a copy of the muster roll every week to the Engineer-in-charge, 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 In charge-UCIL.

19) Temporary work closure :-

If the work site is required to be suspended for some days / period because of non-availability of shutdown or any reason, contractor may close the site temporarily under written intimation *in triplicate* to the Engineer–in-charge, UCIL. During the above period, the contractor will be in touch with the Engineer-in-charge- UCIL for further instructions, if any & contractor will provide their contact address with phone numbers. No extra claim against any idling of contractor's site crew / staff & machineries, etc. will be entertained.

20) Contract Agreement:-

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within two *weeks* from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.

21) 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 day. Sealed tenders / quotations in triplicate should be submitted in two parts /envelopes 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 Part-I (Techno Commercial Bid and E.M.D.) and Part-II (Price Bid) respectively with NIT / Enquiry No. & Date / full name of the work / Tender Opening Date / Name & Address of the tenderer.

- 1) Part-I (Techno Commercial Bid and E.M.D.) envelope shall contain papers / proof of earnest money deposit along with tenderer's covering letter (in duplicate) mentioning the acceptance of all terms & conditions of tender document for executing the subject work. Contractor shall also attach tender document in original (scope of work, special conditions, general conditions of contract, UCIL's labour and safety rules), Xerox copies of PAN Card, work orders regarding previous three years experience, successful completion certificates, statement of 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 for last three financial years, if any and any other documents as deemed necessary (duly signed and stamped on each page). Any deviation from the tender shall be clearly mentioned in the Part-I (Techno Commercial Bid & EMD) under the heading "Deviation".
- 2) Part-II (Price Bid) envelope shall contain papers of duly signed and stamped price / rate proposal only in triplicate along with tenderer's covering letter in duplicate. Offers with price variation clause will be out rightly rejected. Tenderer shall quote rates(s) / price(s) as per price format (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected.

Finally both parts shall be inserted into a third cover. And this third envelop shall also be sealed and properly super scribed 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. The price part of the tender will be opened only after evaluation and scrutiny of Techno- Commercial Bid & E.M.D, if required and incomplete offers are likely to be rejected. The date of opening of Part-II (Price Bid) will be intimated to technically qualified (successful) bidders in advance.

22) Visit of Site and Locality prior to quote rate (s) :-

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 request to inspect the motor / machine / fans /AC and other equipments etc.

23) Annual Labour Return ;-

Contractor shall have to submit a letter of work commencement / 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-in-charge- UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Andhra Pradesh.

24) Variation in Quantity of items:-

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 up to the total variation of ± 10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit. Variation of item wise quantity within the ordered value shall be there.

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. 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) **Indemnity**:-

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) Documents not transferable:-

Tender documents are not transferable. These tender documents are the property of corporation. Contractor shall keep one copy of the documents at site in good condition for inspection and use by the Engineer In-charge, UCIL or 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.

29) Award of Contract:

The acceptance of a tender and award of contract to one or more than one Tenderer, if considered necessary, rest with the Purchaser. It shall not be obligatory on part of the Purchaser to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded from him by any Tenderer in respect thereof.

30) 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 on chargeable basis to contractor's employees.

31) Labour Licence:-

Labour Licence for the workmen to be engaged for this work shall be obtained by the contractor as per provision of Contract Labour (Regulation and Abolition) Act, 1970 as may be applicable and as amended from time to time.

32) Labour Acts & Rules :-

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
- 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

33) Earnest Money Deposit / Security Money Deposit :-

Earnest Money or Security Money shall be deposited by way of demand draft drawn in favour of

"URANIUM CORPORATION OF INDIA LIMITED" payable at Pulivendula Branch of State Bank of India or in cash in Accounts Department, UCIL, if applicable. Tenders received without E.M.D. will be summarily rejected. Earnest Money Deposit shall be converted and adjusted into Security Deposit in the case of successful tenderer. E.M.D. and S.D. shall not bear any interest. The earnest money of unsuccessful tenderers will be refunded on written request in duplicate to the Engineer-in-charge after commencement of work under this contract. Security deposit: Security deposit shall be 10% of order value. You will deposit an amount of 5% of order value (including earnest money already deposited) before starting the work at site. Balance 5% will be deducted from your first running bill so that the security deposit becomes 10% of the order value. Security Deposit will be refunded on written request in duplicate to the Engineer-incharge after satisfactory completion of the work or defect liability / guarantee period as applicable. Failure to carry out the awarded work shall entail forfeiture of the earnest money and security money entirely.

34) **Defects Liability Period**: -

The defect liability period / guarantee period for this job shall be six months 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-In-charge before the expiry of the guarantee period.

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 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.

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)
- 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.

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.

(FORM - A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project Nature of contract Name of Engineer In charge 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

(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. | Male | <u>Female</u> |
| 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) | | |

SPECIAL CONDITIONS

- 1. i) The replacement or fresh installation jobs also comprise of cleaning and painting of one coat of Red- Oxide Primer and two coats of finish paints, Aluminium painting in the bottom of chequered plates & removal of scrap generated to scrap yard.
 - ii) Working height will vary from place to place and may be up to 20 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.
 - iii) In some cases, if felt necessary by UCIL the contractor may be asked to work on Sundays / Holidays or round the clock. In such cases, no extra claim about item rates shall be entertained
- 2. 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 consumed during the month to be forwarded to Engineer- In-charge before 10th of next month. Recording of job done during a day is to be done by the party and signature of Engineer in -charge or his representative to be taken once in a week.
- 3. The works covered in this tender are to be carried out in MILL division Tummalapalle.

4. Scope of supply of UCIL - free of cost:

- All structural steel items, MS /SS sheets, MS/GI/SS/HDPE pipes & pipe fittings, spare parts for over hauling of gear boxes/agitators, welding electrodes and hardware like fasteners, washers and gaskets etc. as well as Bitumen compound and paint etc.
- Two points of Oxy-acetylene gases [consisting of two D.A. cylinders or Industrial LPG cylinder and Three Oxygen cylinders] shall be given to the contractor on permanent basis during tenure of contract period for execution annual contract jobs on regular basis. If felt necessary, UCIL may provide additional Cutting sets at different work site for temporary periods.
- Power connection to one or two points for welding machines within 100 meters radius of work-site. Power supply will be free.

- Water, lighting and compressed air as per availability.
- If available, tractor trolley / dumpers may be provided for carrying dismantled scrap to the UCIL scrap yard or any such place inside its premises, only if large quantities of scrap are to be disposed off at a time. Otherwise the contractor will have to send their scrap to UCIL scrap yard through manually carried trolleys,
- Forklift, 8 MT capacity Hydra & Mobile crane of 20 MT capacity may be provided depending on availability for lifting/shifting of heavy materials.
- 5 Tenderer should clearly mention in his offer if any other facilities that are not covered under special conditions at SL. No 4 but are desired from UCIL on chargeable basis / free of cost basis. But final decision will rest with UCIL only for such additional facilities.
- 6. The contractor will submit detail list of equipments to be brought by them for executing this job.
- 7. The contractor shall submit details of persons e.g. number of supervisors, welders, skilled workers, helpers etc., they will engage, within 7 (seven) days of receipt of work order along with other details as mentioned below in Sl no 8. For a major job or shut down job they may be required to bring in up to 20 persons with one-day notice.
- 8. 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 7 (seven) days before actual commencement of work so that permanent gate pass can be issued.
- 9. 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.
- 10. **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 tools and tackles within 7 (seven) days, UCIL may provide the same on chargeable basis.
- 11. **Tenderer's** offer should clearly indicate unit rates separately on per ton / meter basis for Dismantling, Fabrication and Erection of each item (including painting) failing which their composite quoted rate will be divided in the ratio of 20: 40: 40 to

- arrive asked rate for dismantling, fabrication and erection jobs respectively. All consumable materials will be issued to you at our central stores and you will make your own arrangement for lifting/shifting of the same to work site.
- 12. Variation in quantity of items mentioned under scope of work: The quantities mentioned against individual items are tentative. The actual quantities may vary from those indicated in the tender documents due to actual working conditions of the site or due to other reasons. The contractor shall carry out all works up to total variations of \pm 10 % on the contract sum or work order value and all tendered rates shall remain firm within this limit. Any individual item may vary to any extent & be excluded altogether.
- 13. **Payment Terms**: Within 30 (thirty) days after submission of your clear bill in 4 (four) copies on completion of the work to the satisfaction of our Engineer in charge. Against this work order, payment may be allowed through maximum five R.A. Bills and one Final Bill. Rising of R.A. Bills quarterly shall be preferred. 80 % of payable amount shall be released immediately as ad-hoc payment within a week of certification and receipt of bills in the accounts section and balance 20% of payable amount after checking and realising all the admissible recoveries if any.
- 14. All dismantled materials will be disposed in small pieces (as per the instructions of the Engineer In charge) to UCIL scrap yard or any other assigned place in side plant area, after completion of individual jobs.
- 15. 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. Contractor shall arrange for req. safety appliance their own & ensure the use of it during the work at site.
- 16. Since it is contract job for mainly maintenance jobs. Hence, during shut down of particular equipment/ area contractor may be required to work beyond 5.30 P.M. On working days/ Sunday, till the completion of jobs, without any extra claim.
- 17. If the work site is required to be suspended for some days / short period because of non- availability of shutdown or any other reason, you may close the site temporarily under written intimation to Engineer in charge, without claiming any charges for such idle period. Three days prior notice will be given in advance to you for resumption of work at site & for which you will have to furnish the name, address & telephone no etc. of concerned men intimating him under such circumstances. However no claim against any idling of your site crew / staff etc. will be entertained.
- 18. The corporation will not provide any accommodation for your staff / labourers deployed at site.
- 19. 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."
- 20. 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.
- 21. 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.

SCOPE OF WORK

Major jobs 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.

| Sl. No | Activity | Approx. Qty. | |
|-----------|---|---|--|
| 1. | Pipe Line Work: | | |
| | The job consists of Fabrication, Erection and Dismantling of various pipe line works of MS / GI / MSRL / HDPE including clamping, providing proper support, painting of newly fabricated lines. Dismantling includes opening fasteners, clamps or cutting continuous pipe line, bringing down the pipelines & shifting to scrap yard. Fabrication includes fabrication of flanges; gasket, bends, tee and cutting pipelines to various sizes. Welding or screwing shall do fixing of flanges. Erection includes laying of pipeline & fitting in routes shown by Engineer-in-charge with proper support, clamping, providing with proper gasket & fasteners. Contractor has to cut the gasket from the gasket sheet to the required size. The job consists of replacement of various pipe line fittings or instruments like strainers, non-return valves, flow meters along with pipe line work. | Fabrication. 50 MT. Erection 50 MT Dismantling. 50 MT | |
| | (Rate should be per MT basis). | | |
| 2. | Structural work using all size steel sections and MS/SS/MSRL pipes: Job consists of modification/ repair / replacement/ patch repair of damaged lines, mother plates of chutes & bins, skirt boards, launders, suction boxes and pipe lines, tanks, fabricated pipes and bends & pipe short pieces, steel structures and other fabricated items etc., in UCTL-1,2 and 3 areas of UCTL TMPL plant. | Fabrication 150 MT Erection 150 MT | |

Note:

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

Blank Price Format

Annexure- 1 PRICE FORMAT FOR MAJOR JOBS MECHANICAL MAINTENANCE OF UCIL TUMMALAPALLE MILL AREA (ITEM RATE BASIS)

| SNo. | Activity | Approx. Qty. | Unit rate including all taxes and duties | Total amount |
|------|---|--------------------|--|--------------|
| | | | in Rs | in Rs |
| 1. | Pipe Line Work: (Rate should be per MT basis). | Fabrication. 50 MT | | |
| | | Erection 50 MT. | | |
| | | Dismantling 50MT | | |
| | Structural work using all | Fabrication 150 MT | | |
| 3 | size steel sections and MS/SS/MSRL pipes: (Rate should be per MT basis) | Erection 150 MT | | |
| TOTO | | | | |
| TOTA | | | | |

(Signature of bidder with stamp)