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NOTICE INVITING TENDER

NIT NO.: TMD INST- 022

Sealed Tenders in 2 (TWO) sets (one original and one copy) are invited for the execution of following works:

Name of Works & Plant Annual Maintenance Contract (AMC) for Control & Instrumentation System of Uranium Ore Processing Plant at Turamdih

- | | | | |
|---|--|---|---|
| 1 | Earnest Money Deposit | : | Rs. 66,000/- (Rupees Sixty-Six Thousand only) |
| 2 | Cost of Tender | : | Rs.1000/- (Rupees One Thousand only) |
| 3 | Issue Date of Tender Document | : | 24-04-2014 |
| 4 | Close of Sale of Tender | : | 26-05-2014 |
| 5 | Last date of receiving of completed Tender | : | 27-05-2014 at 2.30 PM |
| 6 | Tender Opening Date | : | 27-05-2014 at 3.30 PM |

The average annual financial turnover during the last 3 years should be at least Rs 50 Lakhs. Profit & Loss account and Balance sheet duly audited for last 3 financial years must be submitted. The bidder should have experience of having successfully completed similar works during last 6 years ending 31.03.2014 as at (a) or (b) or (c) below:

- Three similar completed works each costing not less than Rs 13.26 Lakhs.
- Two similar completed works each costing not less than Rs 19.90 Lakhs.
- One similar completed work costing not less than Rs 26.54 Lakhs.

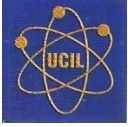
'Similar Works' maintenance of on line process instruments (like-Pressure/ Temperature/ Flow/Density/ Level / pH/ ORP etc Transmitters/ Switches, Solenoid Valves, Control and On /Off valves etc.) or execution of Control & Instrumentation projects.

Tender document can be obtained from the Office of the Deputy Manager (Administration), UCIL, TURAMDIH on payment of cost of the Tender document fixed thereon (non-refundable) in cash or Bank Draft, payable at State Bank Of India, Jaduguda Branch, Code No. 0227. The Tender Documents shall be available on all working days except Sundays and Holidays as per timing specified below.

Monday to Saturday : From 8.00 AM To 12.00 Noon and 03.00 PM To 5.00 PM

Alternatively, the tender documents may be downloaded from our **website- www.ucil.gov.in**. In such a case, the tender document fee and other documents as prescribed above should be enclosed in the envelope containing technical proposal bid document.

The tenders are to be submitted in **single part** i.e. Part-A, Technical & Commercial Terms & Conditions and Part-B, Price proposal, to the Dy. Manager (Personnel), Uranium Corporation of India Limited,



Turamdih, P.O.: Sundernagar, District: Singhbhum (East), Jharkhand – 832 107 to reach him on or before the date & time fixed for receiving the bid. Telex, telegraphic or email bids will not be entertained. The sealed outer cover should contain two envelopes each sealed and marked with NIT 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.

Tenders will be opened on due date as mentioned above by the Corporation's authorized representative (s) in the presence of Tenderers who are present.

Tenders received without earnest money are likely to be rejected. Tenderer shall enclose the Draft/ Bank Guarantee of the public sector Banks for the Earnest Money in separate envelope and shall enclose the same in the envelope containing technical proposal.

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work or regroup the packages among more than one contractors if necessary without assigning any reasons whatsoever. Purchase preference shall be applicable as per Govt. of India directives.

for Chairman & Managing Director
Uranium Corporation of India Limited



JOB DESCRIPTION

UCIL has opened the uranium ore processing plant at Turamdih around 5KM from Tatanagar Railway Station towards Hata to meet the increasing demand of uranium. Now it is running in 3000 TPD capacity and Commissioning activities of 1500TPD more capacity are near to completion and expansion plant may start production soon.

C&I System of Turamdih Mill is based on Schneider make Premium series PLC. There are 4nos.of LPRs (Local Panel Rooms), 2nos. of Monitoring Rooms and one CCR (Central Control Room) for control and operation of complete plant. Apart from PLC System, various conventional instruments (like-pH, ORP, Flow, Temperature, Level, Turbidity, Density transmitter and switches) and non-conventional instruments (like-Particle Size Analyzer/ XRF Analyser, Portable Flow meters etc.) are provided in the plant for on-line monitoring and control of the process parameters from Control Rooms. C&I systems is backed up by strong communication system (Telephone, Radio System, Public Address System, CCCTV System) to communicate with plant personnel.

UCIL is interested to invite Tender for Annual Maintenance Contract of C&I system. The party should have pool of experienced engineers, supervisors and technicians. Persons deputed at site should be capable to take-up the job assigned to them without need of any sort of training.

JOB REQUIREMENT:

As mentioned above, various types of process instruments (like-Level /Flow/ Pressure /pH/ ORP/ Turbidity /Density etc. Transmitters / Switches) and other hardwares like Solenoid valves, Pneumatically operated Diaphragm Valves / Control Valves, Proximity Switches, Air Filter Regulators etc are provided for centralized operation of the plant from Central Control Room (CCR) / Local Panel Room (LPR).

Tenderer has to provide support in conducting preventive maintenance, fault tracing and rectification of instrumentation system. Spares and consumables shall be supplied free off cost to the tenderer to carry out the maintenance job. Maintenance of PLC System and Communication System is beyond the scope of present tender. However, fault tracing and rectification in Back up Panels (BUPs), Hardwired Logic Panels (HWLPs) and hardwired interface between BUPs / HWLPs / VVFDs & MCC is included in the scope of present tender.

Instrumentation Maintenance Works:

- 1. Upkeep and maintenance of on line pH / ORP Transmitters and its complete loop checking:** Cleaning of electrodes with water and acid, KCL filling (if applicable), ATC checking, 2/3 point calibration with standard buffer solution and loop calibration.
- 2. Upkeep and maintenance of bench pH / ORP Meters and its complete loop checking:** Cleaning of electrodes with water and acid, KCL filling (if applicable), ATC checking, 2/3 point calibration with standard buffer solution and loop calibration.
- 3. Upkeep and maintenance of Belt-Weighers / Weigh Feeders:** Day-to-day maintenance of all moving parts, calibration of complete unit (Load Cell, Tachometer and ADC with) is to be done through test weights/ test chain.

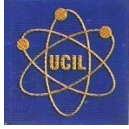


4. **Upkeep and maintenance of Pressure Gauge / Switches and Temp. Gauges/ Switches:** Above instruments are to be removed from site, brought to laboratory / workshop for cleaning, calibration / adjustment and reinstallation at site.
5. **Upkeep and maintenance of Pressure Transmitter (PT) and its complete loop checking:** PT to be isolated electrically and removal from site, after blinding / disconnection of tubing to be brought to lab/ workshop for cleaning, installation in the test set up with calibrator/master and calibration according to standard I&C practice. Removal from test set up, reinstallation at site and restoration of all tubing and electrical connection. Loop test and preparation of report.
6. **Upkeep and maintenance of Temperature Gauge (TG) :** TG to be removed from site brought to lab / workshop for repair/ calibration/cleaning, hook up to test setup, removal from test setup/ temperature bath after calibration/testing and preparation of report.
7. **Upkeep and maintenance of Temperature Transmitter (TT) and its complete loop checking:** TT to be isolated electrically and removal from site and after brought to lab/ workshop. Clean, install in test set up with calibrator/ temp. bath and calibration according to standard I&C practice. Removal from test set up and reinstallation at site. Loop test and preparation of report.
8. **Upkeep and maintenance of Diff. Pressure Transmitter (DPT) and its complete loop checking:** DPT to be isolated electrically, removal from site, after blinding/disconnection of tubing brought to lab/ workshop for cleaning. Hook up to test setup for calibration with standard and reinstallation at site, loop test and preparation of report.
9. **Upkeep and maintenance of Level Gauge/transmitter (LT) and its complete loop checking:** Level gauges/Transmitters to be isolated properly from tank/vessels for cleaning and simulation done of the transmitter. Level measuring tape to be rolled to reach maximum level and checking/ adjusting of 100% span including loop checking up to control room. Preparing of report, loop testing and reinstallation of transmitter at site.
10. **Upkeep and maintenance of Pressure Switch and its complete loop checking:** Pressure switches to be isolated electrically and removal from site, brought to lab/ workshop for cleaning. Hook up to test setup unit, removal from test setup after calibration, reinstallation at site and reconnection. Loop check and preparation of calibration report.
11. **Upkeep and maintenance of Magnetic Flow Transmitter (MFM) and its complete loop checking:** Cleaning and tightening of terminals. Loop testing, measuring coil resistance, physical Inspection of sensing electrodes, liners and cross checking with portable flow meter.
12. **Upkeep and maintenance of Turbidity Transmitter and sensor with complete calibration and checking:** Cleaning of electrodes with water and 2/3 point calibration with standard solution and loop checking shall to be done.
13. **Upkeep and maintenance of Hydraulic Power Unit (HPU) and its complete loop checking:** Checking HPU and its instruments for proper functioning and checking of gasket and fittings etc. shall to be done.



14. **Upkeep and maintenance of Panel mounted instruments and its accessories etc.:** Checking of Panels and panel mounted instruments like controllers, indicators, digital clock, flow computers, alarm annunciator, indicating lamps, push button and gas detection monitors system etc. for proper functioning. Cleaning, repairing, checking of tightness, accessories and all interconnections inside panels and their maintenance.\
15. **Upkeep and maintenance of TIC / Control panel and its cleaning / de-dusting etc.:** Calibration of isolators, signal multipliers and checking of screened earthing connections, tightening of terminals, correct ferruling and cable gland-packing etc. and panel cleaning shall to be done.
16. **Specialized instrumentation job like tubing work, specialized fitter's job:** Specialized Instrumentation job like SS tubing, GI tubing/ piping for air supply, cabling glanding/ cable laying/ cable scheduling/ ferruling and panel wiring etc. required as per instruction of EIC.
17. **Painting of 2" Yoke supports for field instruments:** Removal of old painting, surface cleaning and primer coating. Painting of yoke supports with minimum 02 layers of paints as per standard shall to be done.
18. **Installation of Hot dip galvanised perforated Cable tray including MS angle supports of following sizes as per IS standards, Thickness: 10SWG:** Installation of cable tray with proper angle support at every 1.5 meters cable dressing, clamping, tying/ clamping etc. shall to be done.
19. **Cable Laying, Glanding and Terminations of C& I cables etc.:** Neatly laying of multi core and pair cables in existing cable tray / trenches, Cable tagging by putting aluminium tags at both ends, glanding by double compressed glands. Printing of ferrules, Socketing, Termination, continuity checking and cable dressing shall to be done.
20. **Maintenance of Control valves and its complete loop checking:** Removal of the control valve from Pipe line, removal of top cover, valve trimming/ stroke checking, calibration of the valve and I/P Converter, and SOVs replacement and reinstallation of top cover. Loop checking and preparation of report etc.
21. **Repairing of Digital Panel Meters and Auto Manual Stations:** Fault tracing and rectification of Digital Panel Meters and Auto Manual Stations. All electronic components required for maintenance shall be arranged by the contractors free of cost. Calibration and Set Point checking after repairing shall to be done.

NOTE: One set of maintenance manual of all instruments, covered under AMC, shall be provided to the contractor. All maintenance jobs are to done as per OEM recommendation.



SUPERVISION AND WORKFORCE:

Contractor has to provide supervision and workforce to maintain the Control & Instrumentation (C&I) System of Turamdih Ore Processing Plant on Round the Clock basis.

One competent “Maintenance Supervisor” to co-ordinate all activities of maintenance of C&I System of a modern process plant shall be deputed at site exclusively for present tender.

Maintenance Supervisor will have total responsibility of:

- Round the Clock and General Shift management.
- Planning and execution of Preventive and Breakdown maintenance.
- Adequate inventory of spares and consumables.

Maintenance supervisor will be in general shift. He should have a mobile phone and two/ four-wheeler to ensure easy accessibility and movement during breakdowns. The head quarter of maintenance supervisor will be “Turamdih Ore Processing Plant” and he should give his full time to supervision of maintenance work and whose duties and responsibility should be in totality.

The contractor should deploy only such persons who are careful, skilled and experienced in their respective trade and whose qualification and experience meet the NIT requirement. Some relaxation for technician (limited to 25 % of total workforce) in qualification and experience may be considered on case-to-case basis for highly deserving candidates suitable for the job depending on the interview performance and trade test. **Trade test of work force will be taken by a team of UCIL and workforce will be approved after satisfactory performance.**

The minimum desirable qualification and experience are given below:

Maintenance Supervisor: Should be minimum Diploma in Instrumentation / Electronic & Communication / Electrical engineering with 4 years experience in execution of C&I project in a chemical/ Hydro-metallurgical plant or maintenance of C&I system of chemical / Hydro-metallurgical plant.

Technician: Should have ITI in Instrumentation / Electronics / Electrical discipline with 2 years experience in the field of C&I. Combination of above discipline is acceptable.

OR

Class 10th pass with at least 6 year experience in C&I field.

Note: Contractor has to provide at least 4 technicians having ITI in the relevant trade and required experience.

Helper: Should be at least 8th Class pass with 4 years experience in the field of C&I.

Resource Deployment:

Maintenance services will be required on round the clock shift basis. Therefore, Contractor’s resources should remain present at following places to attend breakdowns:



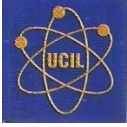
Area	Technician			Helper			Maintenance Supervisor
	Each R/c Shift	General Shift	Total / day	Each R/c Shift	General Shift	Total / day	
Primary Crushing, Fine Crushing, Grinding, Neutral Thickening		1	1	1	0	3	1
Leaching, Chemical House and Ion Exchange		1	1	1	0	3	
Reagent Prep., Tailings Neutralisation, Sand Slimes Separation, Tailings disposal, Boilers, Compressors and ETP	1	0	3		1	1	
Water Treatment plant, Expanded part of Turamdih Mill		1	1		1	1	
GRAND TOTAL			6			8	1

* All seven days of week are working days for 'Round the Clock shift'.

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

Numbers mentioned above is the bare minimum requirement to maintain plant efficiently on round the clock basis. Tenderer has to ensure availability of adequate resources to attend major breakdown or shutdown at site in specified time frame. In case of considerable increase in quantities mentioned against variable cost, additional resources will be required to complete the job. Deployment of additional resources is in the scope of this tender against. Therefore, extra claim against deployment of additional resources will not be considered.

Since plant is spread over large area, frequent movement of men and machine will be required to attend the fault in minimum possible time. Therefore, tenderer has to provide one no. two wheeler in each 'Round the Clock Shift' and one no. in 'General shift'. Running (fuel) and maintenance cost of above vehicles shall be borne by the tenderer.

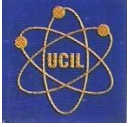


Instruction to Tenderers

Tenderers are advised to go through the following instruction before filling the rates:

Nature of the tender: The Tenderer should submit their tender in **Single Part** in two different sealed envelopes .One for Technical bid and the other for price bid. The envelopes shall be clearly superscript as **TECHNICAL BID** and **PRICE BID**.

- The rates quoted will remain firm till completion of the contract. No escalation in rates will be allowed. You may please note that rates quoted by you are for full completion of the work including all labour, taxes, duties and incidental charges.
 - All tools, tackles and labour required for satisfactory execution of the work under this contract are to be supplied by the tenderer and his rates shall include the same.
 - The tenderer shall fill his rates in the 'Price Format'. Rates should be quoted only as per price format of tender document failing which your offer shall be rejected.
 - Minimum quantities of various jobs” is given in the 'Price Format'. Above quantities are only approximate and given in the tender to decide L-1 bidder and may vary up to any extent. Payment will be made only on actual basis.
 - Total cost shall be the only deciding factor for L-1 bidder.
 - The tenderers **should quote his rates in figures as well as in words**. The amount of each item should be worked out and the requisite total given. The total amount shall be written both in figures and in words. The rates shown in words will be taken as correct in case of any discrepancy. The quoted rates **should be inclusive of all taxes**. In case of **change in tax structure**, same will be **paid as per prevailing rates** against submission of documentary evidence.
 - UCIL reserves to themselves right of accepting the whole or any part of tender and the tenderers shall be bound to perform the same at his quoted rates.
1. Before submission of the tender the tenderers are advised to make themselves fully conversant with the conditions of tendering, general conditions, special conditions, site conditions, specifications, schedules, drawings and all other relevant information's so that no ambiguity may arise in this respect subsequent to the submission of the tender.
 2. It shall be the responsibility of the tenderer to request for any missing document. In absence of any such request the tenderer will be deemed to have received and read all documents.
 3. The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document.
 4. The insurance will be covered as per rules and the insurance coverage shall be for all your workmen for the whole period of contract and shall be furnished to the corporation before commencement of the work to indemnify the Uranium corporation of India Ltd., against all risk, damages losses, claims for compensation etc. arising from the contract in question.



5. Minimum wage rate payable to skilled/un-skilled laborers engaged for this work shall be as per current notification of A.L.C (C) Chaibasa. In case of any increase in minimum wages, the same has to be paid by you.
6. You have to give a certificate of liability for damage done by your employees/ workers. You have to provide detail addresses of your employees/workers.
7. You shall maintain all safety precautions during execution of work. You should provide your own safety appliances like safety belt, helmet etc. for this work.
8. If it is found that labour payment on stipulated payment day is not followed and non-issue of wages slips to the labour engaged for this work, corporation should compel you to stop the work.



TERMS & CONDITIONS

1. AMC PERIOD

The period of AMC is **2 Years** from the date of issue of work order, which **may be extended for further 1 Year** subject to satisfactory completion of first 2 Years. Quantities shown in the 'Price Format' are for one-year period only.

2. Bidder shall submit their PAN (Permanent Account Number), Service Tax and Provident Fund Registration Numbers along with 'Technical Part' of bids. **Failing which their offers shall be rejected.**

3. **EMD**: is to be paid either in cash / Bank Guarantee from nationalize bank /Bank Draft, in favor Uranium Corporation of India Limited, payable at State Bank Of India, Jaduguda Branch, Code No. 0227. **Tenders received without earnest money deposit shall be summarily rejected**

4. **Security Deposit**: Total amount of security deposit will be 5% of total value of the work. Security deposit is to paid either in cash or Bank Draft, in favor Uranium Corporation of India Limited, payable at State Bank Of India, Jaduguda Branch, Code No. 0227 alternatively security deposit will be recovered @ 10 % from each running bill till the full security deposit is recovered . EMD will be returned back to the tenderer after deposition of security deposit.

5. TERMS OF PAYMENT:

The contractor shall submit the monthly bill in triplicate to UCIL the payment for the completed work shall be released against monthly RA (Running Account). The contractor shall submit his bills immediately after completion of the month. UCIL will make payment to contractor within 30 days from the date of submission of bill.

6. Income tax shall be deducted as per I.T. Act. Income Tax & Work Contract Tax, if applicable, shall be deducted from your bills

7. **VALIDITY**: Offers shall be valid for 120 days effective from the date of tender opening.

8. **Reimbursement for variation in Taxes** The Contractor will be paid at actual against production of documentary evidence for any variation in statutory taxes, duties etc. or any imposition of new Governmental taxes /duties during the Contract execution etc. period. For this purpose, the bidder should indicate clearly in his price bid the details of taxes and duties considered for all those major items for which he intends to claim for such reimbursement.

9. Medical Care

The Contractor shall be fully responsible for first aid and emergency medical treatment to his employee at site. The Contractor at site shall make necessary arrangement for this purpose. In serious cases, medical facilities of UCIL may be available to the Contractor on chargeable basis.



The medical supervision of Contractor over his employee shall include anti-malaria measures, vaccination against small pox, and inoculations against cholera, typhoid and other infectious diseases. Employees suffering from infectious disease shall be removed as soon as detected. If any case of infectious disease were discovered amongst the employees, it must at once be reported to the UCIL. The Contractor shall abide by the provisions of the Employees State Insurance Scheme as applicable.

10. ACCEPTANCE OF BIDS:

The right is reserved to reject any or all tenders. The lowest tender will not necessarily be accepted. Any tender not supported by the information requested in the tender document will not be accepted.

Along with the offer the documentary evidence to show the past experience of the supplier in the area of Control & Instrumentation has to be submitted. Without the documentary evidence offer will not be accepted. The satisfactory completion certificate or satisfactory continuation certificate from a reputed company if attached will add a feather to the offer.

11. CARE IN SUBMISSION OF TENDER:

Before submitting the tender, the tenderer should satisfy himself by actual inspection of the site, approaches, availability of material, camping facilities for his workman etc and that all conditions liable to be encountered during execution of the works are taken in to account and that, the rates accepted are adequate and are inclusive of such conditions.

12. SECURITY RULES:

The tenderer shall follow at site all security rules as may be formed by the Corporation from time to time regarding movement of materials and equipment at site, issue of identity cards, control of entry of personnel, and all similar matters. Tenderer shall also follow all rules and regulations applicable to the area being declared / pronounced from time to time by the authorities. Nothing extra will be payable on account of stoppage / hindrance of work due to compliance of the said security rules.

13. FORCE MAJEURE:

The term "Force Majeure" is defined as follows:

Any delay in the execution of works either directly or indirectly by any cause beyond the control of the Contractor and in particular, but without prejudice to the generally of the strikes, concerted action of workman, lockouts, fire, storms, floods, earthquake, riots, lightning or any other act of nature, war whether declared or not, insurrection, restraints imposed by the Government or Governments, Legislature or any other proper authority.

14. IDLE CLAIM:

Tenderers may please note that no claims will be entertained on account of idle work force, labour, manufacturing facility and machinery, stoppage of work, unprecedented rains, storm or any other unforeseen circumstances.



15. SETTLEMENT OF DISPUTE BY ARBITRATION:

All disputes arising during the execution of work or after the completion or abandonment thereof shall be referred to the sole arbitration of person appointed by the UCIL.

16. CONTRACTOR'S ORGANISATION AND SET UP AT SITE:

Maintenance of Control & Instrumentation System of plant is very important because overall performance of the plant will depend on status of plant automation. It is essential that the contractor's organisation at site is headed by a very experienced and responsible personnel of the Company. The Contract-in-charge will have to be senior enough to liaison with senior management of his organisation directly and will be vested with powers to take prompt decisions and actions. He has to organize the shift schedule in line shift schedule of UCIL, plan for maintenance and keep C&I system available all the time in healthy condition. The contractor should depute experienced manpower in round the clock shift to maintain the plant automation system. The experienced certificate and screening of personnel deputed for the said work has to be carried out in consultation with the UCIL. The workmen will be deployed based on experience and selection by interview. Before deployment the UCIL will take interview of individual workman in presence of the contractor and suitable candidates only will be selected based on their performance in the interview.

17. LABOUR:

The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship. The contractor should not employ in connection with the works any person who has not completed 18 years of age.

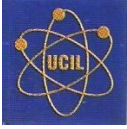
The contractor shall obtain a valid license under contract labour act before the commencement of the work and continue to have a valid license until completion of the work. All facilities to workman, labourers, wages, leave, medical leave /maternity benefit, provident fund, housing, insurance etc shall be regulated as per GOVERNMENT LAWS and REGULATIONS. Insurance coverage for the labourers and personnel working under the contractor shall be regulated as per standard government rules.

18. SAFETY MEASURES:

To avoid possible accidents to staff and labour employed on this job, it is imperative to observe the safety practices specified by the corporation and these shall be strictly followed.

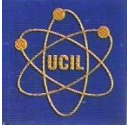
The tenderer shall be responsible for the observance and implementation of all safety precautions during execution of job in the plant. The tenderer shall comply with all applicable provisions of safety regulations and other precautionary measures, which the UCIL has in effect at the site.

19. SAFETY RULES:



Tenderer shall strictly follow the safety guidelines as per safety guide AERB/SG/IS-1. Some other salient points to be taken care of during executions of works are given below.

- i. The Tenderer shall follow the safety regulations as prescribed in the tender and Indian Standards. He shall provide necessary safety appliances to his employees as instructed by the UCIL depending upon the nature of work.
- ii. In case of an accident resulting into any rest or disability to the workman the same should be immediately reported to the Safety Officer.
- iii. Any person felt under the influence of alcohol or any intoxicating drugs on duty will be declared unfit for duty and should not be allowed to work. His entry pass would be confiscated and he should be sent out of the premises of the work / plant.
- iv. Drums or other make shift arrangements must not be used in place of ladders or workbenches or supports on any job.
- v. First Aid kits or boxes and stretchers should be readily accessible at all time with the Tenderer.
- vi. For all work that cannot be done from the ground level or from part of any permanent structure or from other available means of supports, soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to place of work.
- vii. All scaffoldings shall be securely supported or suspended and whenever necessary be properly braced to ensure suitability.
- viii. Chains, ropes or other lifting materials used for the suspension of scaffolding must be of adequate strength and suitable quality and shall be tested quality.
- ix. The platforms of suspended scaffoldings shall be sufficiently wide. Suspended scaffoldings shall have handrail of about 1 meter height from the floor of the platform. Such scaffoldings or staging shall be fastened to prevent it from swaying away from the structure.
- x. All sides of the platform from which a person is liable to fall shall be provided with guard rails to a height of at least 1 meter with the toe boards of at least 15 cm high so placed as to prevent the fall of materials and tools from the platforms.
- xi. Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters shall have a probe.
- xii. Spacing between the side rails of the ladder shall not be less than 45cms uniform step spacing shall not exceed 30 cms.
- xiii. Whenever it is necessary to work at elevated places not adequately protected by railing, safety belts with lifelines securely tied to some firm structure or other support, which is independent of the equipment on which the person is working worn.
- xiv. Nobody from contract workmen shall be allowed to work at elevated places without wearing Safety belts. As an additional precaution, safety nets made of coir rope or nylon or any other suitable material should be hung at suitable elevation to prevent people and equipment falling below.
- xv. Dropping or throwing materials from roof structures or other elevated positions is prohibited.



- xvi. Where work is going overhead, the area below should be cordoned. If it is not possible to cordon the area place caution sign "CAUTION –MEN WORKING ABOVE" - or depute responsible person to warn passerby.
- xvii. Helmets ISI Mark (made of fibreglass or any other suitable material) must be used by all the employees working on jobs.
- xviii. Material handling jobs or where the chances of falling objects are present or where there is a possibility of persons tracking against projecting objections etc.
- xix. All necessary personnel safety equipment such as face masks, safety helmets, safety boots, safety belts, gloves, safety goggles etc., as considered adequate by the UCIL have to be kept available for the use of person employed at the site of work and maintained in condition suitable for immediate use and tenderer shall take steps to ensure proper use of equipment by the workers.
- xx. The Tenderer shall use tubular steel for scaffolding for all heights more than 5-meter height as approved by the UCIL.
- xxi. All the safety items have to be arranged by contractor confirming to relevant IS code in consultation with UCIL

20. FAIR WAGES:

The wage paid to the workmen shall not be less than fair/minimum wages fixed by the Govt. from time to time. The tenderer is deemed to have taken this aspect in his unit rates estimation for various items of work covered under this contract.

The tenderer shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Departmental notification procedures issued in this regard shall be applicable to this contract.

21. DEVIATIONS FROM ORIGINAL TENDERS:

The contractors should submit four (4) copies of any suggested deviations from the tendering documents in the bid itself for consideration by the UCIL. These deviations shall constitute part of the contract when approved by the UCIL.

22. LAYOUT:

The location & layout of various buildings and other connected buildings are generally as indicated in the layout plan. The tenderer is requested to acquaint himself with location and layout of the various building structures, areas etc. before submission of offer.

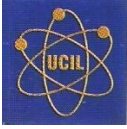
23. SERVICE TAX:

The rate quoted should be inclusive of Service Tax. The tenderer should submit Service Tax registration certificate and number along with the offer.

24. INCOME TAX CLEARANCE CERTIFICATE:

Tenderers are required to enclose with their tender a latest Income Tax Clearance Certificate in the prescribed form countersigned by the Income-tax Officer of their area under the seal of his Office. In case of partnership, firms, the tenderers shall submit individual Income-tax Clearance Certificate of the partners as well as Income Tax clearance certificate relating to the firm. Tenderers may note that their tenders will not be considered unless they are accompanied by the Income Tax Clearance Certificate as above.

25. SECRECY:



All information's, drawings, designs and specifications imparted to the tenderer shall at all times, remain the absolute property of the Purchaser. The tenderer shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

The tenderer shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the tenderer with the prior consent of the UCIL. In such cases, the tenderer shall ensure and obtain similar obligation of confidence from third parties in question. No photographs of the work or plant within the site premises shall be taken without the prior approval of the UCIL.

26. SUB-CONTRACTS:

The Tenderer shall not sub contract the whole or any part of the work.

27. TERMINATION OF CONTRACTS:

UCIL may without prejudice to any other remedy for breach of contract by written notice of default same to the contractor, terminate the contract in whole or in part:

- i. If the contractor fails to deliver any or all the services within the time period (s) & quality specified in contract.
 - ii. If the contractor fails to perform any other obligation under the contract or
 - iii. If the contractor in either of the above circumstance does not take remedial action for its failure within a period of 30 days after receipt of default notice from UCIL.
 - iv. If the action of the contractor, towards, maintenance of C&I System affects operation of Plant, then termination of the contract will be made immediately.
- In the event the UCIL terminate the contract in whole or in part, pursuant to the above provision UCIL shall not pay any compensation in any form to the contractor for the left out work.

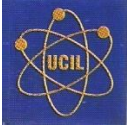
28. FORECLOSURE OF CONTRACT

If at any time after acceptance of the tender / during execution of Contractor work, the UCIL decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the UCIL shall give notice in writing to that effect to the contractor and the contractor shall not claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall be paid at contract rates for the work carried out and amount as certified by the UCIL, but not more than the amount proportionate to the value of balance work.

29. ABANDONMENT OF WORK:

In case work is abandoned by the contractor and UCIL is put to the loss by issuing another contract for left out scope of work originally awarded, the Contractor shall pay to UCIL, the difference in the amount of the actual contract value awarded to the new Contractor for the left out work and the amount which would have been paid to him had he not abandoned the work.

30. SHIFT SCHEDULE:



The tenderer has to ask his workmen to follow the prevailing shift schedule of TURAMDHIH MILL if they are put in shift duties otherwise they will be in general shift and will follow the general shift schedule. During round the clock shift operation, off days will be as per shift schedule, off for Sundays and other national holidays are not applicable. The supplier has to ask his workman to follow the prevailing shift schedule at TURAMDHIH MILL. Shift duty or general shift duty for the workman will be decided in consultation with UCIL.

31. MOBILIZATION & DEMOBILIZATION:

The contractor shall mobilize the workmen only on the approval of the UCIL. The mobilization time should be maximum one week. Based on the assessment of work from time to time the contractor shall be informed to demobilize the workmen with oral/written notice of One week. UCIL also reserves the rights to demobilize the workmen by paying compensation in lieu of notice period. The contractor should mobilize the selected candidates at least 3 days before the date of commencement of the work. For example if the work has to be started on 15/09/07 then 3 days before i.e before 12/09/07 all the work force as mentioned in the tender has to be deployed for familiarization of the work and system. The selection of work force has to be completed before 05/10/07. If period mentioned above are not adhered then the contract will be cancelled and the EMD will be forfeited.

32. MOBILIZATION ADVANCES:

Not applicable.

33. STORAGE:

Since maintenance is involved, the contractor has to ensure the availability of basic maintenance materials and tools for day to day use. While bringing the material the contractor has to give one copy of the list of material he is bringing in and a monthly status for the spares used and the balance to UCIL. All materials shall be stored as to prevent deterioration or contamination by foreign matter and to ensure the preservation of their quality and fitness for the work. If the storage arrangement is not to the UCIL satisfaction the UCIL may direct the tenderer to make such arrangement as he considers necessary and in the event of non-compliance, he would reserve the right to make proper arrangements departmentally or through other agencies at tenderers risk and cost.

34. SITE INVESTIGATION:

The tenderer should satisfy himself as to the nature and location of the work, transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and all other such incidental costs at Turamdih Mill site. Any failure of the tenderer to acquaint himself with all the available information concerning these conditions will not relieve him of the responsibility of estimating properly, the difficulty or cost of successfully performing the work. The tenderer should note that Turamdih Mill Site is located at 5 Km (approx.) from Tatanagar Railway Station on Tata-Hata State Highway.

35. UNIFORM / DRESS

The supplier should ensure wearing of clean uniform/dress to the employees while working. The colour of the uniform will be decided by UCIL. The name of the company / supplier has to be written on uniform. Without the uniform the workforce will not be allowed to work.



36. ACCOMMODATION

UCIL may provide limited quarter / residence for the accommodation of Contractors personnel on chargeable basis subject to availability. No land will be made available within the project area for the construction of staff and labour quarters for the contractor.

37. SUPPLY OF ELECTRICITY:

The supply of electricity will be made available on free of cost for maintenance of C&I System.

38. CLARIFICATION:

The bidders are advised to get clarification regarding any confusion / ambiguity regarding the tender from the UCIL before submitting the tender.

39. EPF & SERVICE TAX

The tenderer shall comply with the provisions of other laws such as EPF Act, Gratuity Act & other Labour laws applicable.

The tenderer should submit Service Tax registration certificate and number along with the offer.

40. THE BIDDER SHALL INDICATE IN THE BID THE SERVICE TAX REGISTRATION NUMBER AND IN CASE THE SERVICE TAX REGISTRATION NUMBER IS NOT AVAILABLE, THE BIDDER WILL GIVE CONFIRMATION FOR OBTAINING REGISTRATION WITH A COPY OF APPLICATION FOR REGISTRATION.

THE CONTRACTOR LIABLE TO PAY SERVICE TAX FOR THE WORK/ SERVICES RENDERED TO UCIL, SHALL SPECIFICALLY MENTION THE SERVICE TAX REGISTRATION NUMBER IN THEIR INVOICES. FURTHER, THE AMOUNT AND RATE OF SERVICE TAX SHALL BE SEPERATELY AND DISTINCTLY SPECIFIED IN THE INVOICE.

FOR PAYMENT OF SERVICE TAX, SERIALY NUMBERED INVOICE/ BILL SHALL BE ISSUED BY SERVICE PROVIDER AND SHOULD ALSO SPECIFY THE FOLLOWING:

- (I) THE NAME, ADDRESS AND REGISTRATION NUMBER OF THE SERVICE PROVIDER.
- (II) THE NAME AND ADDRESS OF THE RECEIPIENT OF THE TAXABLE SERVICE
- (III) DESCRIPTION, CLASSIFICATION & VALUE OF TAXABLE SERVICE PROVIDED AND;
- (IV) THE SERVICE TAX PAYABLE ON SUCH SERVICES.

41. Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

Envelope-I: Super scribing Techno-Commercial / Un-priced Bid (PART-A)

Part-A: Techno-commercial / Un-priced Bid (to be furnished in original only) and shall contain the following:

- i. Covering Letter
- ii. Bidder's general details/information.



- iii. Power of Attorney/Authority letter from competent official in favor of person(s) signing the bid that such person(s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out, are in envelope number II "Price Bid".
- v. Documents establishing the eligibility and conformity to the Bid Documents of all goods and services, which the bidder proposes to supply under the award is to be submitted. Such document may be, literature, drawing or data and shall also include, (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on UCIL's technical specification and demonstrating supplies substantial responsiveness to the specifications.
- vi. One copy of Bid security in accordance in the form of Bank Draft payable to UCIL
- vii. Confirmation of 'No Deviation.
- viii. Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- ix. Bidders are required to submit copy of latest valid Employees Provident Fund Registration Certificate under RPF, Service Tax Registration No & PAN Card No.
- x. Details of Annual Turnover of the Bidder as per format.
- xi. Details of Financial situation of the Bidder as per format.
- xii. Copy of PAN Card/certificate
- xiii. Copy of Service Tax Registration Certificate

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

Part-A will also contain **original EMD** in a separate sealed envelope

Envelope-II: Super scribing "Price Bid - Part-B: Price Bid

- (i) **Part-B** It should contain only the Rates complete with rates duly filled in (and **NO** terms and conditions or any attachments and annexure should be put in Priced Bid) super scribing on the sealed envelope "Price Bid". Please avoid corrections/over writings. In case of any correction, the bidders shall put their full signature and stamp.

42. **Format and Signing of Bid**

The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

43. **Zero Deviation**

Bidders to note that this is a "**ZERO DEVIATION TENDER**". UCIL will appreciate submission of offer based on the terms and conditions, Scope of Work,



specifications, etc. to avoid wastage of time and money in seeking clarifications on technical / commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

44. Submission of Bids

Sealing and Marking of Bids

Bid shall be submitted in the following manner in separately sealed envelopes, duly super scribed as below:

Part A - Techno-commercial / Un-priced Bid and original EMD

Part B - Price Bid

Part 'A' shall contain original of UN-PRICED BID complete with all technical and commercial details other than price (with prices blanked out and original EMD). All the un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly pasted and sealed. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.

Part 'B' PRICE BID shall be submitted in one original with duly filled-in Price schedule sealed in a separate envelope duly pasted and sealed.

The two envelopes containing PART 'A' and PART 'B' should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder.

If the outer envelope is not sealed and pasted with the corresponding cut-out slip, UCIL will assume no responsibility for the Bid's misplacement or premature opening.

Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

45. Bid Opening and Evaluation

Bid Opening

Un-priced Bid Opening:

UCIL will open bids, including withdrawals and modifications made pursuant in the presence of bidders' representatives who choose to attend on the date, time & location stipulated in the NIT. The Bidders' representatives, who are present, shall sign a register evidencing their attendance. Both Part-'A' & 'B' shall opened at the same time.

Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the UCIL's processing of bids or award decisions may result in the rejection of the bidder's bid.

Contacting the UCIL

From the time of bid opening to the time of Contract award, if any bidder wishes to contact the UCIL on any matter related to the bid, it should do so in writing.

Any effort by the bidder to influence the UCIL in the UCIL's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

Examination of bids and Determination of Responsiveness



Prior to the detailed evaluation of bids, the UCIL will determine whether each bid,

- i. meets the techno-commercial requirements of tender document;
- ii. has been properly signed;
- iii. is accompanied by the required securities;
- iv. is substantially responsive to the requirements of the bidding documents; and
- v. Provides any clarification and/or substantiation that the UCIL may require to determine responsiveness.

A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without deviations or reservations. A deviation or reservation is one,

- a) That affects in any substantial way the scope, quality, or performance of the Works;
- b) That limits in any substantial way, inconsistent with the bidding documents, the UCIL's rights or the bidder's obligations under the contract; or
- c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the UCIL and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Correction of Errors

Bids determined to be substantially responsive will be checked by UCIL for any arithmetic errors. Errors will be corrected by the UCIL as follows:

- a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the Total rate as quoted will govern.

The amount stated in the bid will be adjusted by the UCIL in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

46. Conversion to Single Currency for Comparison of Bids - NOT APPLICABLE

47. Evaluation and Comparison of Bids

Bid Evaluation Criteria

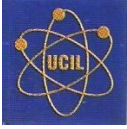
Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

The techno-commercial part of bid shall be evaluated as per bid evaluation criteria and other requirements/documents as indicated in the bidding document. Techno-commercial Bid containing prices shall be summarily rejected.

Non-submission of details / documents as per above may lead to rejection of bid.

Deviations to critical stipulations

Deviations to critical stipulations of bidding document as mentioned below are not acceptable. Bidder taking deviations to the following bid stipulations may not be considered for price opening



- i. Time schedule for completion of work
- ii. Total Scope of work
- iii. Security deposit / Performance Bank Guarantee.
- iv. Validity of bids
- v. Rates
- vi. Payment Terms
- vii. Arbitration clause
- viii. Force Majeure
- ix. Requirement of P. F. Code No. with RPFC under EPF & M Provisions Act 1952 & Service Tax Rules.

EVALUATION OF PRICE PART

The "Rates" quoted by the bidder shall be taken up for evaluation on overall basis. Price bids containing additional qualifications not mentioned in Techno-Commercial part of the bid shall be summarily rejected.

48. Preference for Domestic Bidders - NOT APPLICABLE

49. Purchase Preference- NOT APPLICABLE

50. Award of Contract

Award

UCIL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

UCIL's Right to Accept Any Bid and to Reject Any or All Bids

UCIL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL'S ACTION.

Notification of Award

Prior to the expiration of period of bid validity UCIL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

Time Period shall be counted from the date of Notification of Award / Fax of Intent / Letter of Intent, or as mentioned in LOI / LOA.

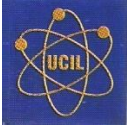
The Notification of Award will constitute the formation of a Contract, until the Contract has been put into effect pursuant to signing of Contract Agreement.

Upon the successful bidder's furnishing of contract performance security, UCIL will promptly notify each unsuccessful bidder and will discharge his bid security.

Signing of Agreement

UCIL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to UCIL.

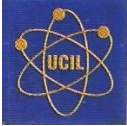
The successful bidder shall be required to execute an AGREEMENT in the standard Proforma on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.



51. Rejection Criteria

In the event of Bidders taking deviation in following criteria their Bids will be treated as irresponsive and shall be summarily rejected.

- i. Firm price
 - ii. EMD
 - iii. Scope of work
 - iv. Specifications
 - v. Price Schedule
 - vi. Delivery / Completion Schedule
 - vii. Period of validity of BID
 - viii. Price reduction schedule
 - ix. Security Deposit
 - x. Guarantee
 - xi. Arbitration and resolution of dispute.
 - xii. Force Majure
 - xiii. EPF registration.
 - xiv. Service Tax rules
 - xv. Any Applicable laws.
52. UCIL reserves the right to fix up priorities which will be conveyed to the contractor and the CONTRACTOR shall plan and execute work accordingly.
53. The contractor shall supply all Personal Protective Equipment (PPE) like helmets, Safety shoes, hand gloves, safety belts etc. of standard quality to his workmen at his cost as required for carrying out the jobs as specified in the SOR. In addition to the PPE Contractor has to supply uniform to its employees with their company symbol or logo.
54. The contractor shall ensure all protective safety equipment like helmets, Safety shoes , hand gloves, safety belts etc. to his workmen at while executing items as mentioned in the tender
55. If due to contractor's fault maintenance is not attended in the scheduled time / period, a penalty equal to the amount entrusted jobs value in addition to the deduction of the normal amount payable for the said job shall be imposed.
56. The contractor shall maintain proper record of his employee's attendance and payment made to them for inspection, OT, Damages, Wages, PF, ESI & other relevant documents related to Labour laws.
57. Contractor shall obtain proper Gate pass from Security in-charge of UCIL and they **shall submit police verification report of all the manpower** as deployed for carrying out the job.
58. Contractor shall issue an identity card to its/his personnel to be deployed for carrying out the awarded job, which shall be displayed by them every day, without which the entry will be refused and suitable penalty shall be imposed at the discretion of UCIL..
59. The contractor's representative / supervisor shall report daily to the site engineer for day-to-day working.
60. It will be responsibility of the contractor to pay wages to the personnel as per the minimum wages prescribed by the appropriate State/Central govt./authority under



minimum wages act 1948 & to record & maintain the same which shall be duly got verified by the state authorities.

61. LABOUR LICENCES & PROVIDENT FUND:

The contractor shall at his expenses, ensure due compliance with all applicable and governing industrial and labor laws, rules and regulations and bylaws both of the Central and State Governments and all other local authorities and shall keep the owner harmless and indemnified in respect thereof. The CONTRACTOR shall in particular ensure due compliance with the provisions of relevant Minimum Wages Act, 1948, payment of Wages Act, 1930, Contract Labor (Regulation & Abolitions Act 1970, Employees Provident Fund and Miscellaneous Provision Act 1952 and other Industrial Laws in force at site of work..

62. SITE UPKEEP :

The Contractor shall ensure the upkeep of the working site from time to time for access to work site and also from safety point of view. Working site should always be kept neat & tidy up to the entire satisfactions of the EIC. Before handing over any work to owner, the contractor in addition to other formalities to be observed as detailed in the documents shall clear the site to the entire satisfaction of EIC.

63. The security deposit shall remain at the entire disposal of the company as a security for the satisfactory execution and completion of works in accordance with the conditions of contract.

64. The company shall be at liberty to deduct any appropriate sum from the security deposit for such completion and dues as may be payable by the contractor under the contract and the appropriation will be made good by further deductions from the contractors subsequent interim bills in the same manner as aforesaid until the security is resorted to is full limit mentioned above.

65. No interest shall be payable by the company to the contractor for the amount of Security Deposit.

66. COMPLIANCE WITH STATUTORY LAWS

The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970
- ii) Payment of Wages Act. 1936,
- iii) Minimum Wages Act 1948,
- iv) Factory Act.
- v) Apprentices Act.
- vi) Workman's Compensation Act.
- vii) Industrial Dispute Act.
- viii) Environment Protection Act.
- ix) Wild life Act.
- x) Maritime Act.
- xi) Service Tax Act
- xii) EPF & Misc. Provisions Act 1952
- xiii) ESI Act, 1948 & Worker Compensation Act, 1923
- xiv) Inter-state Migrant workmen(Regulation of employment & Conditions of Service) Act1979
- xv) Payment of Bonus Act, 1965



xvi) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of process plant.

67. The contractor shall be responsible for the following:

- i) Ensuring regular supervision and control by the contractor himself or by his authorized representative on the personnel deployed by him for UCIL's work should exist and necessary direction should flow from the contractor to his workforce for undertaken the contractual obligations.
- ii) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to UCIL and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges there of wherever applicable, in respect of the personnel employed by him for the work of UCIL.
- iii) The contractor shall indemnify UCIL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

68. STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:

- a) The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to obtain and to abide by all necessary license/ permission from the concerned authorities as provided under the various labor law legislations including labor license from the Competent Authority under the Contract Labor (Regulation & Abolition) Act, 1970.
- b) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1958. Contract Labor (Regulation & Abolition) Act, 1970, Minimum wages Act, 1940, Payment of Wages Act 1936, Workmen Compensation Act 1923 and other relevant Acts, Rules and Regulations in forced from time to time.
- c) The contractor shall be responsible for necessary contributions towards PF, Family Pension, etc. or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering services to UCIL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees' as also the UCIL's contributions to the Provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of UCIL.
- d) The contractor shall regularly submit all relevant records / documents in this regard to UCIL representative for verification and subject to that only UCIL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & UCILs) along with a detailed statement submitted to RPFC office showing the name of contractor's employees and the amount remitted in respect of the employees.



- e) The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 6th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- f) The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- g) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- h) No. labour below the age of 18 years shall be deployed.
- i) The contractor shall be responsible to engage competent supervisor to supervise and monitor the jobs being performed by the persons to be deployed by the contractor and give suitable direction to the workforce for performance of the jobs so as to meet the contractual obligations.
- j) The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.
- k) The contractor shall indemnify and keep the owner harmless of all claims, damages Or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.

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

- D- spanner set up to 25 mm 2 sets
- Digital Multimeter: 4 sets of Fluke/METRAVI/Motwane make
- Continuity Tester: 4 Sets
- Bi Hexagonal Ring Spanner set up to 25 mm 2 sets
- Screw Driver set, 6" & 8" 2 sets
- Double faced Hammer (1 kg, 2 kg) 2 each
- Combination Pliers 6 inch-6 sets
- Long Nose Pliers 6 inch-6 sets
- Hack saw frame with blades 300 mm 2 nos
- Welding Machine
- Drilling machine with all drill bits (Portable) 1 no.
- Allen Key set up to 12 mm 2 set
- Allen Key set up to ½ inch 2 set
- Pipe Wrench 8 inch, 12 inch 1 each
- Lifting Belt slings and nylon ropes, 1 ton capacity 2 each
- Hole punch 1 nos.
- Wire stripper 6 nos.
- Adjustable Spanner, 6", 8", 12" 1 each
- SS tube bender, 3/8" & 12mm OD 2 nos.

Note: The above are minimum tools/tackles to be provided by the contractor at site. However, in addition to above, the tools, tackles, consumables as required for carrying out any routine / specific maintenance work(s) at site are to be arranged by the contractor at his own cost as per directions of the Engineer-In-Charge.



70. Contractor shall provide **two sets** of uniform every year to their workmen.
71. Contract shall arrange for periodical medical check of all the workmen as per UCIL's norms.
72. **PENALTY CLAUSE:** The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The agency shall be 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 within a reasonable time then penalty equivalent to the rate of that particular service will be imposed. After start of the job if the same is not completed in the stipulated time (Time period is decided by the UCIL based on OEM recommendation) due to carelessness/incompetence of contract personnel then additional penalty at the rate of 25 % of the rate of the particular service will be imposed for every 8 hours of delay.

Absent: - Contractor shall maintain required minimum manpower in round the clock shift and general shift as mentioned in the tender. If contractor fails to maintain required manpower without approval of UCIL the penalty will be imposed at a rate of Rs. 500/- 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 personnel 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 items at any moment of time will call for a penalty at the flat rate of Rs 100 per person per day.

Tools and Tackles: - Contractor will provide minimum necessary tools and tackles as per the list given by Engineer-in-charge. Non-availability of tools during any particular maintenance will call for a penalty Rs. 500 per day.

Uniform /Dress: Penalty @ Rs. 100/- per day per person on not wearing the uniform shall be applicable in this contract.

Non supply of uniform to Workmen: Rs 2000/- per person



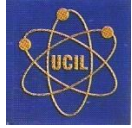
Maintenance Schedule

Contractor has to maintain following ‘Preventive Maintenance Schedule’ for critical process instrument, subject to availability of instrument for calibration / servicing. If instrument cannot be spared on due date due to plant running condition, same should be serviced in next planned shut down. For non-critical instruments (like-Proximity Switches, Solenoid Valves etc.), maintenance shall be done as per plant need.

Operation & Maintenance Manual of instruments will be provided to the tenderer for calibration purpose. All special tools and consumables will be provided free of cost to the tenderer.

Sl.No.	Type of Instrument	Qty. (nos.)	Calibration Frequency	Overhauling
1	On Line pH Meters	26	Weekly	Daily (Electrodes only)
2	Bench pH Meters	4	Every Shift	Daily (Electrodes only)
3	On Line ORP Meters	6	Weekly	Daily (Electrodes only)
4	Bench ORP Meters	1	Every Shift	Daily (Electrodes only)
5	Belt Weigher	6	Monthly	N.A.
6	Weigh Feeders	6	Monthly	N.A.
7	Level Transmitters	175	Quarterly	N.A.
8	Density Transmitters	27	Monthly	N.A.
9	Temperature Transmitters	150	Quarterly	N.A.

In case of simultaneous breakdown in different plants / preventive maintenance, job priority will be decided by UCIL.



PRICE FORMAT

(A)General Maintenance Jobs:

Sl.No.	Description	Qty.(Nos.)	Freq.	Unit Rate inclusive of all taxes (Rs)	Nos./Year	Sub. Total (Rs)=1X2
				1		
1	On Line pH Meters	26	Daily		9490	
2	Bench pH Meters	4	Every Shift		4380	
3	On Line ORP Meters	6	Daily		2190	
4	Bench ORP Meters	1	Every Shift		1095	
5	Belt Weigher	6	Monthly		72	
6	Weigh Feeders	6	Monthly		72	
7	Level Transmitters	175	Quarterly		700	
8	Density Transmitters	27	Monthly		324	
9	Temperature Transmitters	150	Quarterly		600	
					TOTAL (A)	Rs



(B) Replacement/ Repairing/ New Jobs:

Sl. No.	Description	Qty.	Unit	Unit Rate inclusive of all taxes (Rs)	Qty./Year	Sub. Total (Rs)=1X2	
		1		2			
1	Removal, Servicing and Re-installation of Pneumatic Control Valves up to 4" Size	6	As Req.		6		
2	Removal, Servicing and Re-installation of Pneumatic Control Valves between 5" & 6" Size	12	As Req.		12		
3	Removal, Servicing and Re-installation of Pneumatic Control Valves between 7" & 12" Size	6	As Req.		6		
4	Cable laying in trenches/ trays & termination of 3 core, Armoured, 2.5 Sq.mm cable	1000	mtr.		1000		
5	Cable laying in trenches/ trays & termination of 11 core, Armoured, 1.0 Sq.mm cable	1000	mtr.		1000		
6	Cable laying in trenches/ trays & termination of 23 core, Armoured, 1.0 Sq.mm cable	2000	mtr.		2000		
7	Repairing of Digital Panel Meters	10	nos.		10		
8	Repairing of A/M Stations	10	nos.		10		
					TOTAL (B)	Rs	
					Total AMC Cost/ Year	C=(A+B)	Rs /year
G. Total for Two Years AMC					D=CX2	Rs	

All above costs shall be inclusive of all taxes and surcharges.
G. Total value shall be written both in figures and words.



DECLARATION FORM

To

The

.....

.....

.....

Date :

Tender Notice No. :

Name of Work :

Dear Sir,

I/We, the undersigned, having examined the Tender Documents as above hereby submit this tender amounting to the sum as per the enclosed price part and should the same be accepted, hereby undertake to execute the complete works as set-forth in the Scope of Works, Technical Specification & Tender drawings in accordance with the Terms & Conditions of Tendering, or in default thereof to forfeit and pay to Uranium Corporation of India Ltd., the sum of money mentioned in the relevant portion of Tender document.

I/We, agree to abide by this Tender for the period of () months from the date fixed for opening of the same and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I/ We, undertake to complete the whole works covered under this tender within a period of from the date of letter of acceptance.

The Earnest Money for a value of Rs. as required in Notice Inviting Tenders in the form of is being enclosed duly endorsed in favour of
.....



If this tender is accepted, I / We shall deposit the sum to constitute the security deposit required by the relevant terms of contract.

We also undertake, as required, to enter into a contract with, by executing an Agreement in the prescribed contract Agreement Form enclosed along with this tender document and till such time the agreement be not executed, we shall be bound by the terms and conditions of the tender document and subsequent letter, minutes of discussions and letter of acceptance.

Signature of Tenderer

Name :

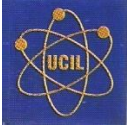
Address

Dated..... day of 200

Witness :

Name :

Address :



CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ TWO THOUSAND SEVEN at Jaduguda between Uranium Corporation of India Limited (A Government of India Enterprise) having its registered office at Jaduguda Mines, Dist. Singhbhum (East), Jharkhand – 832 102 (hereinafter referred to as the Corporation) which expression shall unless repugnant to the context includes its successors and/or assigns of one part and M/s

_____ (hereinafter referred to as Contractor which expression shall unless repugnant to the context include its successors and/or assigns on the other part.)

WHEREAS UCIL invited Tenders to be submitted for AMC of Control & Instrumentation System for the entire plant mentioned in the Tender document submitted by the Contractor as laid down in Annexure-A attached.

AND WHEREAS in pursuance of such invitation for Tender the Contractor submitted a Tender as in Annexure-A AND WHEREAS after consideration of the Tender submitted by the Contractor UCIL accepted the said Tender as in Annexure-A along with the modification listed in Annexure-B.

AND WHEREAS one of the Conditions embodied in the Tender submitted by the Contractor and accepted by UCIL was that the Contractor upon acceptance of its tender shall enter into an Agreement with UCIL and shall furnish Bank Guarantee for Rs () for the due observance fulfillment and performance by the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by UCIL.

AND WHEREAS UCIL HAS CALLED UPON THE contractor to executed the presents.

NOW THIS AGREEMENT WITNESSETH AS follows: -

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract herein after referred to.
2. The Corporation letters of Intent Nos. _____ along with the following documents shall be deemed to form and be read and construed as part of this Agreement as thoughtfully written out and set-forth herein.
 - a) ANNEXURE-A: The Tender Document for construction of Crushing, Grinding, Thickening, Neutralization and Allied system as specified in Tender Specification N.I.T. No. : TMD INST.-001 dated/...../2007.
 - b) ANNEXURE-B: Various correspondences and Minutes of Meeting to be read with Annexures as listed in the Enclosure-1 to this agreement.



In the event of discrepancy or ambiguity between this Agreement and any of the documents described above, this Agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions in the document (a) to (d) inclusive, the priority of these documents shall be settled in accordance with the order (d) to (a) i.e., the document executed earlier.

- 3. Time is the essence of contract. The Contractor hereby covenants with the Corporation to construct, complete and maintain the works under the above Letters of Intent in conformity in all respects with the provisions of this one Agreement and as specified in the above documents (a) to (d) inclusive.
- 4. The price payable by the Corporation to the Contractor for the execution of the Contract mentioned herein above shall be Rs. _____
(_____) and the Corporation hereby covenants to pay Contractor in consideration for the execution of the Contract, the contract price at the time and in the manner prescribed by this Agreement and set forth in the above documents (a) to (d) inclusive.
- 5. All notice called for by the terms of the Agreement shall be effective only at the time of receipt thereof and only when received by the Parties to whom they are addressed by Registered Post with Acknowledgement due, at the following addresses: -
 - a) URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. JADUGUDA MINES
DIST. SINGHBHAGUM (EAST)
JHARKHAND – 832 102
 - b) _____

- 6. The Corporation and the Contractor agree that this Contract Agreement including annexed documents (A) to (B) inclusive expresses all of the Agreement and covenants of the parties and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and agreements, whether written or oral and that no modification or alteration of this contract Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in this Contract Agreement.
- 7. Both parties shall make best endeavour to set amicably among themselves any dispute that may arise on any matter arising out of or in connection with this contract. In the unlikely case that the parties are not able to come to a mutual settlement either of them shall seek arbitration. Then it is expressly and agreed between the parties that any such dispute or difference will arising out of or in connection with the Contract



shall be referred to arbitration and the arbitration proceedings shall be governed by the relevant clause of the Agreement.

8. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.
9. This Contract Agreement is made in all good faith and executed in two identical counterparts, one for the Corporation and the other for the Contractor.

IN WITNESS WHEREOF, the Corporation and the Contractor have executed this Contract Agreement the day and year, first above written:

In the presence of

SIGNED & DELEVERED for and
on behalf of URANIUM CORPORATION OF INDIA LTD.

SIGNED & DELEVERED BY The Contractor



BANK GUARANTEE FORM FOR EARNEST MONEY

This Deed of Guarantee made this _____ day
_____ of Two Thousand Seven by _____ Bank
(hereinafter referred to as the Guarantor) in favour of M/s. Uranium Corporation of India
Limited (A Government of India Enterprise) P.O. Jaduguda Mines, Dist. Singhbhum
(East), Jharkhand – 832102 (hereinafter called 'UCIL') which expression shall unless
repugnant to the context or meaning thereof be deemed to include its successors and
assigns.

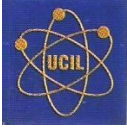
WHEREAS M/s. _____ (hereinafter referred to as
Tenderer) is required to pay to UCIL a sum of Rs. _____ in the form of Bank
Guarantee as Earnest Money in respect of their Proposal No. _____ dated
_____ against NIT No. ____ dated _____ for the works as per terms and
condition specified in NIT.

AND WHEREAS the Tenderer has requested UCIL to exempt them from payment of
earnest money in Bank Draft and in lieu of the Tenderer depositing earnest money in
Bank Draft UCIL has agreed to accept a Bank Guarantee for equivalent amount.

AND WHEREAS the Tenderer has approached the Guarantor and at their request and in
consideration of the agreement arrived at between the Tenderer and the Guarantor, the
Guarantor gives the guarantee as hereinafter mentioned in favour of UCIL.

NOW THIS DEED OF GUARANTEE WITNESSES AS FOLLOWS:

1. In consideration of UCIL having agreed to the said Tenderer furnishing a bank
guarantee in lieu of earnest money in Bank Draft for a sum of
Rs. _____ the Guarantor do hereby conversant irrevocably to
undertake and promise to pay a sum of Rs. _____ to UCIL
without demur and merely on demand from them, in case the Tenderer makes any
default or commits any breach in the performance, observance or discharge of the
terms and conditions contained in the said Tender.
2. The Guarantor further agrees that UCIL shall be the sole judge as to whether the
said Tenderer has committed any breach or default in the performance,
observance or discharge of the terms and conditions of the said Tender and the
decision of UCIL shall be final and binding on the guarantor irrespective of the
fact whether the Tenderer admits or denies the default or questions the
correctness of any demand made by UCIL in any Court or Tribunal or Arbitration
Proceedings or before any Authority.
3. It shall not be necessary for UCIL to proceed against the said Tenderer before
proceeding against the Guarantor and the guarantee herein contained shall be
enforceable against the guarantor notwithstanding any security which UCIL may
have obtained from the Tenderer, shall at the time when proceedings are taken
against the Guarantor, remain outstanding or unrealised.



4. The Guarantee herein contained shall remain in full force and effect and the Guarantor shall be liable under the same irrespective of any concession or time being granted by UCIL to the Tenderer and the Guarantee shall remain in full force and effect irrespective of any other change in terms, conditions, stipulations or any variations in the terms of the tender and irrespective of whether notice of such change or variation is given to the Guarantor or not and the claim to receive such notice of any change and/or variation of the terms and conditions of the said Tender is hereby specifically waived by the Guarantor.
5. The Guarantor hereby agrees that it shall not be released from this Guarantee by any forbearance, exercise, or non-exercise of any of the powers or rights under the Tender by UCIL against the Tenderer or by any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have the effect of so releasing the Guarantor irrespective of whether notice of such forbearance, exercise or non-exercise of any of the powers or rights under the Tender is given to the Guarantor or not.
6. The Guarantee herein contained shall not be determined or prejudiced by the liquidation or winding up or insolvency or any change in the Constitution of the Tenderer but shall in all respects and for all purposes be binding and operative until all payments or all moneys due or that may hereafter become due to UCIL are paid in respect of any liability or obligation of the Tenderer under the Tender subject, however, that UCIL shall have no right under this Guarantee after expiry of the validity of this guarantee unless this Guarantee is extended by mutual agreement.
7. The Guarantor hereby undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of UCIL in writing.
8. Any claim or dispute arising under this Guarantee shall be enforced or settled in the courts of law at Ghatshila, Jharkhand State.
9. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executing has full powers to do so on its behalf under the Power of Attorney dated _____ granted to him by the proper authorities of the Guarantor.
10. IN WITNESS whereof the _____(Bank) has hereunto set and subscribed its hands the day, month and year first above written.
11. NOTWITHSTANDING anything contained herein above our liability under the guarantee is restricted to Rs. _____ will remain valid till _____ (Date) unless an action to enforce a claim under the guarantee is filed against us within _____. Such claim shall lapse and we shall be discharged from all liabilities under the guarantee.



Signature of the Person duly Authorised
to Sign on behalf of the Guarantor (Bank)

WITNESS:

Name and Address: Signature

1. _____

2. _____