URANIUM CORPORATION OF INDIA LTD.

TURAMDIH

P.O. SUNDERNAGAR, DIST-SINGHBHUM EAST,

JHARKHAND-832107

PHONE-(0657) 2299295, 2299296, 2297780

FAX NO- (0657) 2298632

TENDER DOCUMENT

NIT NO: - TMD/584

OF

MISCELLANEOUS MECHANICAL
MODIFICATION/REPLACEMENT JOBS OF UCT-1B

IN

TURAMDIH MILL DIVISION
1. Tenders to be submitted by 3rd June 2014 up to 3.00 P.M. to Dy. Manager (Personnel), Turamdih

2. Tenders shall be opened in presence of Tenderers who may like to be present at 3.30 P.M. on 3rd June 2014.

Issued to: __________________________________________________________

Signature of officer issuing the Tender Document: __________________________

Date: ________________________________________________________________

Cash Memo/Receipt No: ________________________________________________
## INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Content</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover</td>
<td>1-2</td>
</tr>
<tr>
<td>2.</td>
<td>Index</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Notice Inviting Tender</td>
<td>4</td>
</tr>
<tr>
<td>4.</td>
<td>General Conditions</td>
<td>5-11</td>
</tr>
<tr>
<td>6.</td>
<td>Safety of Contractor’s employee</td>
<td>12-14</td>
</tr>
<tr>
<td>7.</td>
<td>Special Conditions</td>
<td>15-21</td>
</tr>
<tr>
<td>8.</td>
<td>Scope of Work</td>
<td>22</td>
</tr>
<tr>
<td>9.</td>
<td>Price format</td>
<td>23</td>
</tr>
</tbody>
</table>
URANIUM CORPORATION OF INDIA LIMITED
(A government of India Enterprise)
P.O. Sundernagar , Turamdih, Dist. Singhbhum (East)
Jharkhand _ 832107

Ref: UCIL/CS (Mill)/TMD/127/2014
Dated : 29/04/2014

NIT No. – TMD -584
Sealed item rate tender is invited from bonafide resourceful, reliable, experienced & reputed contractor for the execution of following work at Mill Division of Turamdih

Prequalification criteria: 1) The bidder should have experience of having successfully completed jobs related to Conveyors, Repairing/replacement/modification of chutes, liners fitting, idler fitting, pipeline work, erection & alignment of drive arrangements in a process/metallurgical plants during last 7 years ending on 31/03/2014 as at (a) or (b)or(c) below:

a) One similar completed work costing not less than 7.92 Lakhs.
b) Two similar completed works each costing not less than 4.95 Lakhs.
c) Three similar completed work each costing not less than 3.96 Lakhs.

2) Annual Average Turnover during the last three (03) years should be at least Rs. 2.97 Lakhs

This is a limited tender, two parts – Single stage. Full details, terms & conditions & other specification of work will be available in the tender document, which can be obtained from the office of the Dy. Manager(Personnel), UCIL, Turamdih, on payment of cost of tender document (non-refundable) in the form of DD drawn in favour of URANIUM CORPORATION OF INDIA LIMITED from SBI, Jaduguda branch(Branch Code – 0227) on all working days except Sunday & Holiday between 9.30 AM to 11.30 AM & 2.30 PM to 4.30 PM from 03/05/2014 to 02/06/2014 and on 03/06/2014 till 3.00 PM. EMD should also be in the form of DD drawn in favour of URANIUM CORPORATION OF INDIA LIMITED from SBI, Jaduguda branch(Branch Code – 0227).

The tender document for the above tender shall also be available in UCIL website.(www.ucil.gov.in) from where the tenderer may download the tender document, in which case, they will have to submit the cost of tender document along with bid document. Fax, e-mail offers shall not be accepted. Offers without cost of tender document/EMD shall not be considered. The Validity of offer against above tender will be 180 days.

For Chairman and Managing Director
URANIUM CORPORATION OF INDIA LIMITED
1. **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.**

2. **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, Jharkhand. **The work order no. & date as well as name of work must be quoted in all correspondences.**

3. **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**).

4. **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 **bill(s) in 4(Four) copies** along with tenderers 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).

5. **Work Measurement & Inspection / Work Instructions** :-
   It is to be done jointly as per schedule of items & scope of work etc. by the Engineer-Incharge, UCIL and the contractor 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 Incharge-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 Incharge, UCIL will be final. Contractor will submit weighment cards, slips, material gate passes etc. to the Engineer Incharge on daily basis and maintain registers at their own cost. Time to time Engineer Incharge –UCIL shall inspect the site, tools & tackles of the contractor and detailed work instructions will also be given by the Engineer - Incharge, UCIL.
6. **Jurisdiction / Dispute :**
   Any action / dispute arisen out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderers will extend all help.

7. **Penalty (Liquidated Damage) :**
   If the progress of work is not found satisfactory or the contractor fails to complete the works within the time frame of completion, the corporation reserves the right to impose penalty / liquidated damage @ ½ % per week maximum upto 5% on the awarded / contract value for each complete week between the time for completion and actual date of completion. 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.

8. **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.

9. **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 Incharge, 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 Incharge-UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. **Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.**

10. **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.

11. **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 CISF Unit, UCIL sufficiently in advance.

12. **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 Incharge UCIL, if required or UCIL will provide the same subject to availability. In case contractor is allowed to construct any structure, contractor shall have to demolish and clear the same before handing over the completed work. On completion of work or during the course of work all materials issued to the tenderer should be accounted for. A statement of material issued / consumed during the month & record of job done during a day are to be submitted by the party to the Engineer-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 / Godown 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 alongwith 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 Incharge, UCIL. Corporation have the right to retain the final bill till site clearance is completed.

13. **Material (s) Supply by UCIL and Contractor** :-

The corporation will not provide any accommodation, tools and tackles, men, 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 are required to 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.
14. **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 alongwith tender document. Otherwise, offers of parties quoting without this price format will be outrightly rejected.**

15. **Taxes & Duties** :-
The quoted rate should be inclusive of all taxes and duties including service tax, 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 outrightly rejected.**

16. **Price Escalation** :-
No escalation on any account shall be payable and price quoted shall be firm till completion of the work under this contract.

17. **Muster Roll** :-
The contractor has to submit a copy of the muster roll every week to the Engineer Incharge, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment if any, under intimation to the Engineer In charge-UCIL.

18. **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–Incharge, UCIL. During the above period, the contractor will be in touch with the Engineer Incharge- 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.

19. **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.

20. **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.**
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 superscribed 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 alongwith tender document. Otherwise, offers of parties quoting without this price format will be outrightly rejected.

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

21. **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.
22. **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 Incharge- UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.

23. **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.

24. **Validity**:-
The offer should remain valid for a minimum period of **six 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.

25. **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.

26. **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.

27. **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 Incharge, 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.

28. **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.
29. **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.

30. **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.

31. **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

32. **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 Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227] or in cash in Accounts Department, UCIL, if applicable. 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 Incharge after commencement of work under this contract. 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.

33. **Defects Liability Period** :-
The defect liability period / guarantee period for this job shall be from the certified date of handing over of job, if applicable. 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.
SAFETY OF CONTRACTOR'S EMPLOYEES

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

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

2. Contractor shall have a full time Safety Officer / Engineer when the contractor employ 500 or more persons or when engaged specifically in hazardous work. In the case of contractors employing fewer than 500 persons, his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to his other technical / administrative duties.

3. Contractor shall have at least one person fully trained in First Aid to be present at the site of work all time.

4. Contractor must report to the Safety Officer (Mill) – through their contracting officer every accident involving
   - Their personnel
   - UCIL property or personnel.
   - Property or personnel of other contractors working at the site.

4.1 Contractor must report to the Safety Officer (Mill) immediately on becoming aware of any accident of Type - A (see Appendix – 1) giving the following information:
   - Name of the informant
   - Nature and location of incident being reported
   - Name of Supervisor / Engineer – Incharge, location and telephone no. where he can be reached.

4.1.1 Contractor shall submit their investigation reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A (see Appendix - 2)

4.1.2 In the case of Type – B accidents (see Appendix – 1), Contractors shall submit their investigating reports, through their contracting officer, to the Safety officer (Mill) immediately but not later than 3 (three) working days after the occurrence of accident in the Form – A.

4.3 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form – B (see Appendix – 3) and be sent to the Safety officer (Mill) by the 7th 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 change, major project started and major problem.
APPENDIX – 1

CLASSIFICATION OF ACCIDENTS

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.

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

APPENDIX – 2

( FORM – A)

ACCIDENT INVESTIGATION REPORTS

Name of contractor and project : 
Nature of contract : 
Name of Engineer Incharge : 
Name of injured person : 
Age : 
Address : 

Date and Time of accident : 
Place where accident occurred : 
Nature of job : 
What was injured person doing : at the time of accident 
Description of accident (in detail) : 
Nature of injuries : 
What was defective or in wrong condition that was responsible for the accident : 
What was wrong with working methods / instructions : 
What steps should be taken : to prevent reoccurrence of such accidents 
Name of witness : 1. 
2. 

Safety representative’s remarks 
with signature and date
### 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:

<table>
<thead>
<tr>
<th>Total nos. of persons working in the project.</th>
<th>Male</th>
<th>Female</th>
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- 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, as per the Instruction of Engineer in charge & removal of scrap generated to scrap yard. The 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. **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.**

   ii) Working at height will vary from place to place and may be up to 30 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. **For working at height above 3.5 metres, proper scaffolding, adequate numbers of safety belts and safety net will have to be used during execution of work at heights otherwise the contractor will not be allowed to work.**

   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 Turamdih.

4. **Scope of supply of UCIL - free of cost:**
   - All steel items, welding electrodes and hardware like fasteners, washers, clamps, pipes, MSRL pipes, flanges and gaskets etc. as well as Bitumen compound and paint etc.
   - One point of Oxy-acetylene gases [consisting of One D.A. or LPG cylinders and Two Oxygen cylinders] shall be given to the contractor during tenure of contract period.
   - 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.

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. They should bring in at least following items before commencing work:

   1. Welding machine  
   2. Welding Cables (50 mt each)  
   3. Welding Screen  
   4. Chain Pulley Block (2t to 5t cap)  
   5. Rope Pulley  
   6. Oxygen & DA regulator  
   7. Gas cutting hose (30mt each)  
   8. Trolley for material handling

   Besides above items the contractor shall bring in other tools and tackles as per their requirement.

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. However the minimum number of personnel that they will depute everyday is as under:

   1. Job Supervisor  
   2. Safety Supervisor  
   3. Welder  
   4. Skilled worker  
   5. Unskilled Worker

    Note : - Safety supervisor shall be responsible for ensuring that all safety aspects has been taken care of before and during execution of work

   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. Completed jobs Measurement should be based on running meters/tonne for Payment purpose.

12. No payment for installation of instruments parts (e.g. – flow meter, density gauge, pressure gauge, etc.) Valves, T’s bends, etc will be considered as running meters and payment will be running meters only.

13. Pipeline work will be supervised and done part by part as per the direction given by Engineer-in-charge, depending on availability of site/job/parts.

14. 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.

15. Work Contract Tax: In this contract, WCT (work contract tax) is applicable, as per rules.

16. 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 ± 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.

17. 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 four R.A. Bills
and one Final Bill. Raising 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. The corporation will not provide any accommodation for your staff/labourers deployed at site.

23. 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.”

24. 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.

25. 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.
ANNEXURE – A

LABOUR

1. The contractor shall employ labour in sufficient number to maintain required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer – in-charge. The contractor shall not employ in connection with the works any person who has not attained the age of eighteen years.

2. Contractors should employ only the persons with established identity.

3. Dy. Commandant, CISF will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Dy. Commandment, CISF WHO will issue clearance certificate.

4. CISF control room will not allow any interstate labour as a contract labour in any case.

5. The contractor shall furnish to the Engineer–in-charge at the interval mentioned in schedule – F, 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 In charge 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 labour 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 in charge 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, he 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. MEDICAL EXAMINATION OF LABOUR DEPLOYED BY THE CONTRACTOR:

The contractor shall ensure that all the workmen deployed for work under this tender are medically examined by a registered doctor and the medical certificate obtained by the doctor shall have to be countersigned and certified by UCIL. Doctor and the certified copy have to be submitted to the safety officer, UCIL, Turamdih positively before commencement of work.
MODEL RULES FOR LABOUR WELFARE:
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 in charge shall be entitled to do so and recover the cost thereof from the Contractor.

1.1.2 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 in charge 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.
**SCOPE OF WORK**

Miscellaneous / 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.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Activity</th>
<th>Approx Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Structural Work:</strong> The job consists of structural steel work of MS plates, Channel, Chequered plates, Joist etc in any area of mill. This includes issuing materials from stores, shifting it to the site, disposal of scrap to the scrap yard. Fabrication and erection has to be done as per instruction of engineer-in-charge.</td>
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<tr>
<td>1.1</td>
<td>Fabrication</td>
<td>35MT</td>
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<td>1.2</td>
<td>Erection</td>
<td>35MT</td>
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<td>1.3</td>
<td>Dismantling</td>
<td>05MT</td>
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<tr>
<td>2.</td>
<td><strong>Pipe Line Work:</strong> The job consists of Fabrication, Erection and Dismantling of various pipe line works of MS/ GI / MSRL including clamping, providing proper support, painting of newly fabricated lines. Dismantling includes opening fasteners, clamps or cutting continuous pipe line, bringing down the pipelines &amp; 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 &amp; fitting in routes shown by Engineer-in-charge with proper support, clamping, providing with proper gasket &amp; fasteners. Contractor has to cut the gasket from the gasket sheet to the required size.</td>
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<tr>
<td>2.1</td>
<td>Pipe Size: 50 NB to 80 NB</td>
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<tr>
<td></td>
<td>Fabrication</td>
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<td>Erection</td>
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<td>Dismantling</td>
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<td>2.2</td>
<td>Pipe Size: 100 NB to 150 NB</td>
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<td></td>
<td>Fabrication</td>
<td>300RM</td>
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<td></td>
<td>Erection</td>
<td>300RM</td>
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<td></td>
<td>Dismantling</td>
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<td>2.3</td>
<td>Pipe Size: Above 150 NB</td>
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<td></td>
<td>Erection</td>
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<td>Dismantling</td>
<td>100RM</td>
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<td>3.</td>
<td>Pumps, Valves, Motors, gearboxes, pulleys, couplings, bearing housings, bearings - Handling, installation and alignment work.</td>
<td>30 MT</td>
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<tr>
<td>Sl. No.</td>
<td>Activity</td>
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<td>1.</td>
<td>Structural Work</td>
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<td>Fabrication</td>
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<td>Dismantling</td>
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<td>2.</td>
<td>Pipeline work</td>
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<td>2.2.1</td>
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<td>and alignment work.</td>
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TOTAL COST:

TOTAL COST IN WORDS: