

URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Undertaking)

LIMITED TENDER
DOCUMENT

For

A detailed study of existing boiler chimney through ultra-sonic test & visual analysis.

NIT No. UCIL/MILL/234/182/2016 dated 07.03.2016

Uranium Corporation of India Ltd.
P.O.- Jaduguda Mines
Dist- East Singhbhum (Jharkhand)
Pin- 832 102
INDIA

Phone: (0657)- 2730122 (O)
(0657)-2730222 (O)
(0657)-2730353 (O)
Fax : (0657)-2730254, 2730322 (O)

IMPORTANT INSTRUCTIONS

1. By submitting a tender for the work, a tenderer will be deemed to have satisfied him by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respect according to the specification and other working condition. Please refer enclosed general condition of contract also.

2. **List of documents to be submitted in Part-I (Techno-commercial Bid) Un-Priced.**
 - a) Tenderer covering letter in duplicate.
 - b) Signed NIT documents.
 - c) Full statement regarding the status and past experience of the tenderer along with the Xerox of work orders executed successfully by them in the past as token of proof.
 - d) List of Tool, Tackles, lifting equipment and Instruments proposed to be deployed at the site.
 - e) Balance sheets/ I.T. clearance certificate for the last financial year (2014-15).
 - f) The tenderer shall furnish the details such as the latest position of experience (List of project/order, scope & value, status of work) present commitment (List of order, location, and value of order, percent completed, date of start, expected date of completion etc.)

3. **List of documents to be submitted in part-II (Price Bid)**
 - (a) Tender's covering letter in duplicate.
 - (b) Filled in prices/rates in triplicate.
 - (c) Any other document as deemed necessary.

4. **Award of Contract-**
 - a. For examination, evaluation, and comparison of bids, the Bid Inviting Officer may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.
 - b. The acceptance of the tender and award of contract to one or more than one tenderer, if considered necessary, rest with UCIL. It shall not be obligatory on part of UCIL to accept the lowest tender.
 - c. 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.

URANIUM CORPORATION OF INDIA LIMITED

(A Government of India Undertaking)
Under Department of Atomic Energy

TENDER DOCUMENT FOR: -A detailed study of existing boiler chimney through ultra-sonic test & visual analysis.

1. To be submitted on or before 03:00 PM on Date: 25.03.2016
2. Tenders shall be opened in presence of tenders who may present at 03:30 PM on date 25.03.2016 in the office of General Manager (Pers.) IRS.

Issued to M/s. _____
(Contractor)

Signature of officer issuing
the tender document _____

Designation _____

Date _____

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
P.O.: Jaduguda Mines, Dist: East Singhbhum,
Jharkhand-832102

Ref: UCIL/MILL/234/182/2016

07th March, 2016

Limited Enquiry

Sealed items rate tender is invited from following bonafide resourceful, reliable, experienced and reputed contractor for the execution of following work at Mill Division of Jaduguda.

To,

1. **M/s, Padmanathan Construction Co. Pvt. Ltd.**, Swamy Building, Opp. Ram Mandir, Main Road Bistupur, Jamshedpur- 831 001.
2. **M/s, Loyal Construction Pvt. Ltd.**, E001, Krishna Giri, Ashiuna Enclave, PO- MGM Mango, Jamshedpur- 831 018.
3. **M/s, Thermax Ltd.**, Gariahat Mall, 5th floor, 13 Jamir Lane, Kolkata -700 019.
4. **M/s, 3B- Corporates, Swamy Building**, Main Road, Bistupur, Jamshedpur- 831 001.

No.	Name of the work	Estimated Cost (₹)	Earnest Money Deposit (₹)	Cost of Tender Document (₹)	Completion Time
1.	A detailed study of existing boiler chimney through ultra-sonic test & visual analysis.	₹1,38,000.0	-	₹100.0	One (1) week.

1. Contractor who are not registered with UCIL but fulfilling the pre-qualification criteria mentioned in point (7) of terms and condition and willing to participate may send their sealed quotation on or before due date.
2. 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.
3. Date of sale of tender document from **08.03.2016 – 24.03.2016**.
4. Last date & time of submission of filled tender document in the office of G.M. (Pers.) IRs. Jaduguda up-to 3.00 PM of **25/03/2016**.
5. Date & time of tender opening (both technical and price part) at 3.30 PM on **25/03/2016**.
6. The validity of above work of contract should be 03 months.
7. **Pre-qualification criteria:** *The bidder should have prior experience of having successfully completion of scientific study for assessing the existing condition & life of chimney through ultra-sonic test in a year during last 5(five) year ending on 31.01.2016. They have to submit documentary evidence in the form of work order copies related to cleaning and certification from competent authority along with offer.*
If the offers are not enclosed with the said documentary evidence then quotes for mentioned work shall not be considered.

This is a limited Tender– Full details, terms & conditions & other specification of work will be available in the tender document. The successful tenderer shall have to comply with provisions of contract labour (Regulation & Abolition) Act, 1970 and EPF & MP Act, 1952 and rules framed thereunder. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to split up the work, if necessary without assigning any reasons therefore.

For Chairman and Managing Director
URANIUM CORPORATION OF INDIA LIMITED

Uranium Corporation of India Limited
PO - Jaduguda Mines, Distt - Singhbhum (East), Jharkhand -832102
(GENERAL CONDITIONS OF CONTRACT)
Mill Division

1. **Working Hours** : - From 7.00 A.M. to 5.00 P.M. on all working day(s) (excluding Sunday & Holidays). However, contractor shall be allowed to work beyond 5.00 P.M. or round the clock on working days or on Sunday & holidays depending upon the urgency but only after obtaining permission from the Engineer-Incharge, UCIL. For this contractor shall submit a letter in duplicate for permission to work beyond normal working hours. No extra claims shall be entertained for working beyond normal duty hours in such urgency.
2. **Commencement of work** : - Work will commence within 2 (two) weeks from the date of issue of work order. Contractor will report to the Engineer Incharge, 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 2 (two) days of receipt of the order. Contractor shall submit work commencement letter in duplicate to the Engineer Incharge -UCIL within 2 (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, special conditions of contract, scope of work, 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 special conditions of contract, scope of work etc. of contract document. Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer Incharge, UCIL within 30 days of submission of clear bill(s) in 4 (Four) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of work and actual date of commencement of work in their every bill (s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion letter in duplicate by the contractor.
5. **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. Tenders received without E.M.D. will be summarily rejected. Earnest Money Deposit shall be converted and adjusted into Security Deposit in the case of successful tenderer. Security Money shall be deposited by the contractor (as mentioned in special conditions of contract) before commencement of work at site. 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.

6. **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 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole 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 2 (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.
7. **Safety Rules & Regulations for contractor's employees:-**UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-B will be complied strictly during the execution of various works at site. Contractor 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 (Yellow colour), gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL 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-Incharge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipments before the commencement of work at their own cost during work execution period.
8. **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 photographs 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.
9. **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.

10. In case contractor is allowed to construct any structure, contractor shall have to demolish and clear the same before handing over the completed work. On completion of work or during the course of work all materials issued to the tenderer should be accounted for. A statement of material issued / consumed during the month & record of job done during a day are to be submitted by the party to the Engineer -Incharge, UCIL.
11. 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.
12. **Material (s) Supply by UCIL and Contractor :-** The corporation will not provide any accommodation, tools and tackles, men, material, machineries, transport, forklift, stationery (writing materials), scaffolding / shuttering etc. for this work. No facility / supply other than mentioned in special conditions of contract, 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. But contractor shall submit free samples (materials) for approval, if required and materials approved by the Engineer Incharge, UCIL shall only be used. UCIL reserves the right to reject goods which are not as per specification and in case of rejection contractor shall have to replace material free of cost.
13. **Tax & Duties :-**The quoted rate(s) should be inclusive of all taxes, duties, and insurance charges and personnel protective equipment charges including service tax, if applicable. And imposition of any new taxes / duties by the State Govt. or Central Govt. during the contract execution period will also be paid by the contractor. Hence, no other taxes, duties and royalty, etc. would be paid extra. Offers with price variation clause will be out rightly rejected.
14. **Price Escalation:** - No escalation on any account shall be payable and price quoted shall be firm till completion of the work under this contract.
15. **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.
16. **License for engaging Inter-State Migrant Workmen :-**Contractor shall obtain licence under the Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if they engage on any day of the preceding 12 months (as defined under section 2 (e) of the said act), 5 or more interstate migrant workmen for execution of the contract. Contractor shall have to submit declaration also, in case they have not engaged interstate migrant workmen.
17. **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.
18. **Workmen Compensation Act-1923.**

19. **Payment of wages Act-1936**
20. **Employees Liability Act,1938**
21. **Industrial Dispute Act,1947**
22. **Minimum Wages Act,1948**
23. **Employees State Insurance Act,1948**
24. **Mines Act, 1952**
25. **EPF & MP Act, 1952**
26. **Maternity Benefit Act,1961**
27. **Contract Labour (Regulations & Abolition) Act, 1970**
28. **Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979**
29. **All statutory provisions of Atomic Energy Regulatory Board**
30. **Annual Labour Return** :-Contractor shall have to submit a letter of work commencement / completion IMMEDIATELY in duplicate in prescribed format and shall also deposit labour report / annual return in Format No.XXV in the first week of January every year (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.
31. **Labour Employment Conditions for executing work:** - As given in clauses 1 to 13 in Annexure-A.
32. **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 copy of weighment cards, slips, material gate passes etc. to the Engineer Incharge on daily basis and maintain registers of record at their own cost and shall also submit record register on periodic basis for verification and signature. 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.
33. **Jurisdiction / Dispute:** - Any action / dispute arise out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderer will extend all help.
34. **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.
35. **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.

36. **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 OF CONTRACT, GENERAL CONDITIONS OF CONTRACT, ANNEXURE-A (LABOURERS) & ANNEXURE-B (safety of contractor's employees), if any. Contractor shall keep one copy of these tender documents for reference purpose before submission of tender. 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.
37. **Submission and opening of Tender / Bid** :- 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 documents. Canvassing in any form is strictly prohibited and disqualifies the tenderer for the tender submitted for. Tenders will be rejected, if sealed tender envelopes are not superscribed on the top as per instructions given. Tenders will not be received after due date and time. Tenders will not be accepted by Fax. Tenders submitted without earnest money deposit will be summarily rejected. If any of the date under this contract is declared holiday, the event scheduled on that day will be automatically shifted on the next working days. Sealed tenders / quotations in 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. No two or more concerns in which an individual as a proprietor or partner shall submit tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
38. **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 of contract, general conditions of contract, UCIL's labour and safety rules), zerox copies of PAN Card, TIN (Tax Identification Number) Registration Certificate, work orders regarding previous three year experience, successful completion certificates, statement of present status mentioning the value of work in detail, list of tools & tackles, technical personnel, transports and other equipment, balance sheet, income tax clearance certificate for last three financial years, if any & any other documents as deemed necessary (duly signed and stamped on each page).
39. **Part-II (Price Bid)** envelope shall contain papers of duly signed and stamped price / rate proposal only in triplicate along with tenderer's covering letter in duplicate. Offers with price variation clause will be out rightly rejected. Tenderer shall quote rates(s) / price(s) as per price format (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected.
40. 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.

41. **Deviation:-**Any deviation from the tender shall be clearly mentioned in the Part-I (Techno Commercial Bid) under the heading “Deviation”.
42. **Rate (s) in figures and words :-**The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, postscripts, additions and alterations shall not be recognised unless confirmed by the tenderer’s signature. Tenderer shall quote rates(s) / price(s) in triplicate duly signed and stamped on each page as per price format (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be out rightly rejected. Contractor shall have to submit price / rate proposal in a separate sealed cover marked Part-II (Price Bid).
43. **Validity: -** The offer should remain valid for a minimum period of 3 (three) months from the date of opening of the final price part. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.
44. **Documents not transferable: -** Tender documents are not transferable. These tender documents are the property of corporation. Contractor shall keep one copy of these documents at site in good condition for inspection and use by the Engineer In charge, UCIL or his representative or by other inspecting officer. None of these documents shall be used by the contractor for any purpose other than that of this contract.
45. **Variation in Quantity of items:-**The quantity mentioned under the “schedule of item (s) and quantities” of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work upto the total variation of ± 10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit.
46. **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.
47. **Muster Roll:-**The contractor has to submit a copy of the muster roll every week to the Engineer Incharge / Site Incharge, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment if any, under intimation to the Engineer Incharge-UCIL.
48. **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.
49. **Welfare and Health of Contract Labour :** The contractor shall have to provide the facilities under the provision of “Contract Labour (Regulation and Abolition) Act, 1970 – Section – 16, 17, 18 and 19, Chapter -V, Welfare and Health of Contract Labour”.
50. **Contract Agreement:-**Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
51. **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 NCVT 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.

52. **Award of Contract:** - The Corporation reserves the right to accept or reject any or all tender either in full or part or to split up the work, if necessary, without assigning any reasons therefore.
53. **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.
54. **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-Incharge before the expiry of the guarantee period.
55. **NOTE:** - In addition to above conditions, the other terms & conditions shall be applicable as per enclosed special conditions of contract & scope of work under this tender document.

SCOPE OF WORK

Subject: A detailed study of existing boiler chimney through ultra-sonic test & visual analysis.

1. Scope of work:

(a) Methodology and scope of detailed study for assessing the existing condition and life of boiler chimney installed at Jaduguda mill Boiler house.

- i. To carry our detailed study for assessing the existing condition and life of boiler chimney installed at Jaduguda mill Boiler house, the contract shall assign an experience expert team under in charge of experienced senior technician with measurement tools and tackles along with safety devices.
- ii. The contractor has to provided following services:-
 1. Visual analysis.
 2. Hardness & thickness test.
 3. Ultra sonic test.
- iii. The entire above mentioned test to be carried on all eight segment of boiler chimney, height about 47m.
- iv. Overall Safety for conducting these tests will be arranged by contractor.

(b) Preparation of detailed report & certification.

- i. On the basis of above site test, contractor shall prepare a synthetic report summarising the results and finding of the above tests and presenting interpretation IN GRAPHICAL format.
 - ii. Suggesting for repair /revamp/ replacement & redesign for existing chimney should be included in report and it should be clearly discussed the finding of results and reason for selection of recommendation and other recommendation arises in above tests.
 - iii. Preventive measure to safeguard chimney against possible failure & accidents.
 - iv. Certification for safe operation of chimney.
 - v. Conclusion and recommendation of report.
- (c) All the required tools and tackles and measurement instruments and safety devices along with required chemical to conduct above tests shall be provided by contractor.**

2. Completion time:

- i. Mobilisation period: Two (2) week for all resources including manpower.
- ii. Contractor will be required to complete the above testing work of chimney within one (1) week duration.
- iii. The detailed report shall be submitted in draft form to UCIL within two (2) week from completion of above testing work.
- iv. The final detailed report and certificate shall be submitted within one (1) week from the date of receipt of final comments from UCIL.

3. **Tools, tackles, machines and chemicals:** All the required tools, tackles, equipment, instruments, chemicals and other materials required to complete the above work are to be arranged by you at your own cost.
4. **Free supply by UCIL:** UCIL will only supply the required water, electric power, light and pneumatic connection at free of cost for this job.
5. **Transportation, handling and storage of materials and tools/machines/instruments etc.:** You will have to arrange for the transportation (including loading & unloading), handling and storage of all your tools, tackles, instruments and chemicals etc. at your own cost.
6. **Rate:** Please submit your rates for the aforesaid job on lump sum basis for chimney. The tenderer should mention their price/item rates in figures as well as in words. Price quoted shall be firm till completion of the work and no escalation on any account shall also be payable under this contract. The rates shall be inclusive of all taxes and duties including service tax, if applicable.
7. **Taxes:** The quoted rate shall be inclusive of all taxes & duties including service tax, if applicable. Imposition of any new taxes/duties by the State Govt. of Central Govt. during the contract execution period will also be paid by the contractor. Hence, no other taxes and duties would be paid extra.
8. **Terms of payment:** The contract is of lump-sum in nature. The bidder's quoted price should be inclusive of all taxes, including service tax & any other applicable taxes.

100% of lump-sum contract value will be made after satisfactory completion of testing work of chimney in all respect and submission of final detailed report with certification within 30 days of submission of clear invoices (in triplicate).

9. **Validity:** The offer should remain valid for a minimum period of 'three months' from the date of opening of the final price part. The bidder shall not be allowed to amend his tender within this period and if he does so the offer may be rejected.
10. **Insurance:** The contractor shall insure and 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 and the receipts of premiums paid or satisfactory evidence of insurance coverage valid for three months contract period at a time for all the persons to be engaged at their cost to the Engineer-In-Charge, UCIL before the commencement of the work. The contractor will not be allowed to carry out any activity without necessary insurance coverage of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured/affected workmen or his family.
11. **Indemnity:** Contractor will fully indemnify the Corporation against all responsibility and liability whatsoever arising out of accident/injury to contractor's workmen, third party or to Corporation's personnel and properties.
12. **Safety:** Contractor will take full safety measures and arrange the necessary safety gadgets/appliances, tools and tackles, helmet, gumboot, safety belt, goggles, gloves, apron, ladders, bamboos, ropes, machineries, scaffolding etc. required for the work by their own so as

to ensure that no damage, loss or injury to Corporation's personnel, contractor's personnel, third party or equipment are caused due to the work being carried out by contractor. UCIL shall not provide any safety appliances under any circumstances. The contractor shall be fully responsible for any first aid and emergency treatment or serious medical treatment to his employees. *Contractor shall have to bring all their labourers for necessary training in Mill Training Centre for two hours before actual commencement of the work. UCIL will provide medical facility on chargeable basis.*

13. Personal Protective Equipment:

All necessary personal protective equipment (PPE) shall be provided by the contractor at his own cost, for his workers, supervisors, staffs and visitor/visiting staffs. All PPEs shall conform to relevant IS code / ASTM / BS or any other international code of practice as given under.

The contractor shall make available all type of personal protective equipment for use of workers, supervisors and visitors at site as considered necessary by the Engineer in charge and they shall be maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Safety Helmet: IS: 2925-1984 (Reaffirmed 2000)

Safety Goggles: IS: 5983-1980 (Reaffirmed 2002) or EN 166:2001

Full body harness safety belt: IS: 3521-1999

Ear Muff / Ear Plug: IS: 6996-1973 (Reaffirmed 1998) or EN 352-1:2002 and EN 352-2:2002

or Face shield: IS: 8521 (Part II) - 1977 (Reaffirmed 2002) IS: 8521 (Part I) -1994 (Reaffirmed 2002) or EN 175F

Fall arrestor: EN 353-2:2002

Respirators: IS: 15321 - 2003, IS: 15322 - 2003

Safety shoes: IS: 15298 - 2002

Hand gloves: IS: 4770 - 1991 (Reaffirmed 2001)

All the PPE's / lifting tackles / portable electrical equipment etc. brought by the contractor for use shall be produced to the safety officer for inspection before issue it to their workmen.

14. Persons working at height above ground level or floor and exposed to risk of falling down shall use full harness safety belts, kinetic shock absorbers, fall arrestor, life lines, and grab ropes. The working platform and access shall be protected by cages, guard railings, etc. The area beneath shall be protected by safety net of adequate strength (as per IS: 11057 - 1984) fastened to substantial supports.

15. **NOTE:** For entry of contractor's officials/workmen entering inside UCIL premises, contractor will be required to submit the proof of ESIC (for workers covered under ESIC) otherwise copy of insurance policy taken by contractor (for employees not covered under ESIC act), medical fitness certificate issued by registered Doctor, police verification certificate, and height pass issued/certified/endorsed by UCIL.

CONTRACT LABOURER EMPLOYMENT ACT & RULES

1. The contractor shall employ labourer in sufficient number to maintain required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer – Incharge. The contractor shall not employ in connection with the works any person who has not attained the age of fifteen years.
2. Contractors should employ only the persons with established identity.
3. Dy. Commandant, CISF,UCIL 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, and UCIL.
4. CISF control room / Contractor will not allow any inter-state labourer as a contract labour in any case.
5. The contractor shall furnish to the Engineer–Incharge, a distribution return of the number description by trades of work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer- Incharge a true statement showing in respect of second half of the preceding month and the first half of current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or rules made thereunder and the amount paid to them.
6. The contractor shall pay to labourers employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act 1970 and rules made thereunder.
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 thereunder 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 thereunder from time to time.
9. The contractor shall be liable to pay his contribution and the employee’s contribution to the Employees State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision “The Employees State Insurance Act, 1948 as amended from time to time and as applicable in this case. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer Incharge shall recover from the running bills of the contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
10. The Engineer Incharge shall on a report having been made by an inspection staff as defined under the Contract Labour (Regulation & Abolition) Act 1970, and rules made thereunder 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 thereunder 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 thereunder / amended from time to time or furnishing any information or submitting or filling any Forms / Register / Slip under the provisions of the law which is materially incorrect, then on the report of the Inspecting Officer, the contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. For every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Labour Department and the contractor should indemnify the Corporation against all such liabilities.

13. MODEL RULES FOR LABOUR WELFARE :-

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

SAFETY OF CONTRACTORS' 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 employs 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.
5. 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.
6. 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)
7. 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 .
8. 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.
9. Prime contractor reports shall include the man days lost and occurrence of accident under the jurisdiction of the Sub -Contractors.
10. Contractors shall submit a narrative on safety activities and fire incidents for each month along with Form – B. The review should contain such items as personnel and programme chance, major project started and major problem.

CLASSIFICATION OF ACCIDENTS

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.**

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 :

FORM –B

SUMMARY OF ACCIDENT FOR THE MONTH OF

Name of the contractor :
Name of project :
Name of the sub – contractor :
Name of safety representative
of the project :
Total nos. of persons working in the project : Female Male
Engineers :
Supervisors :
Labours :
Total nos. of accidents
(Including Type A & B) :
Disabling injuries :
Non – disabling injuries :

(Signature & stamp of Contractor)

CC: Engineer – In-charge
CC: Safety officer, Jaduguda Mill

Price Part (Part-II): Schedule of items and quantities

(In triplicate duly signed and stamped on each page)

Sl. No.	Description	Qty.	Unit Rate (figure) ₹	Unit Rate (Words) Rupees.	Amount (₹)
1.	A detailed study of existing boiler chimney through ultrasonic test & visual analysis.	Lump-sum			
All Taxes and duties including service tax on above =					
Total Amount = ₹					
Discount, if any					
Total Cost# = ₹					
Total Cost# (in words) :					

#the quoted rate shall be inclusive of all taxes & duties including service tax, if applicable.

(Signature of bidder with stamp)

