



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)
(CIN : U 12000 JH 1967 GOI 000806)

TUMMALAPALLE

P.O - M.C.PALLE, VEMULA MANDAL, YSR DISTRICT, A.P.- 516349
Tel./Fax No.08588- 282704, Email: jdkannan@uraniumcorp.in

Hyderabad Office: Plot No.37, Road No.3, Sunrise Homes,
Upparpally, P.O.Hyderguda,
Ranga Reddy District,
HYDERABAD - 500 048.

Head Office : P.O. Jaduguda Mines, Dist. Singhbhum (East)
JHARKHAND – 832 102.

NOTICE INVITING TENDER NO.

TMPL/CHEMICAL -11 DATE:05/12/2018
(E-Procurement)

WEBSITE. <http://www.tenderwizard.com/UCILEPROC>

TENDER DOCUMENT

F O R

**CARRYING OUT MISCELLANEOUS UNSKILLED WORKS AT MILL HOUSE IN
TUMMALAPALLE PLANT.**

Technical part (Part-I)

November 2018

NOTICE INVITING TENDER NO. : TMPL/CHEMICAL -11
DATE: 05/12/2018
(E-Portal)

Job:

**CARRYING OUT MISCELLANEOUS UNSKILLED WORKS AT MILL HOUSE IN
TUMMALAPALLE PLANT.**

Tenderers has.....

- a) Tenders (Technical Part & Price Part) to be accepted
<http://www.tenderwizard.com/UCILEPROC>.
- b) To be uploaded their bids at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>
upto 02.30 hours P.M on 28/12/2018.
- c) Tenders will be opened in the presence of Tenderers who may like to be present at 03.00 PM on
28/12/2018.

Note: - Without filling the credential sheets in tender with copies of work order/completion certificate and last three years audited balance sheet having positive net worth, tender will be disqualified in Techno Commercial bid without any prejudice.



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(CIN : U 12000 JH 1967 GOI 000806)

TUMMALAPALLE

PO: Mabbuchintalapalle, Mandal: Vemula, Dist: YSR DISTRICT – 516349

SUBJECT: CARRYING OUT MISCELLANEOUS UNSKILLED WORKS AT MILL HOUSE IN TUMMALAPALLE PLANT.

(TENDERER DETAILS TO BE SUBMITTED ALONG WITH THE OFFER)

Name of the Agency : _____

Name of the contact person : _____

Address for communication : _____

Mobile No. : _____

Phone No. : _____

Email.ID : _____

URANIUM CORPORATION OF INDIA LIMITED, TUMMALAPALLE PROJECT
(A GOVT. OF INDIA ENTERPRISE)

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. Tender should be submitted through e-procurement website only (www.tendarwizard.com/UCILEPROC) on or before 28/12/2018 up to 2.30 PM. Other mode of Tender document submission is not acceptable.
2. Tenderers are requested to submit the following:
 - i) Technical Part (Part-I) &
 - ii) Price Part should be uploaded in e-procurement website www.tendarwizard.com/UCILEPROC.
3. All the pages of tender document (Technical Part & Price Part) & required documents should be duly signed along with rubber stamp seal of tenderers and the same scanned copies should be uploaded in e-procurement website without which tenders are likely to be rejected.
4. Parties fulfilling the terms and conditions of above tender may apply online through www.tendarwizard.com/UCILEPROC within the due date along with tender fee of Rs.1000/- (non refundable) in the form of DD drawn in favour of Uranium Corporation of India Limited, payable at State Bank of India, Pulivendula (IFSC:0989), from any Indian nationalized bank. Documentary evidence regarding tender document fee. Original Demand Draft (DD) of Tender fees is to be sent to the office of Manager (EDP), Admin department, UCIL, Tummalapalle-516349 in sealed envelope super scribing "TENDER FEES" tender ref. no. with address of the tenderer and should reach before the date and time of opening of Technical Part (Part-I) . Tender of bidder whose original Tender fee DD are not received on or before the due date of opening of PART-I, then their tenders will be summarily rejected. Any postal/courier delay will not be entertained. The Tender fees submitted offline (postal /physical) and the scanned copies has to be uploaded /furnished at the time of bid submission through online otherwise the tender will be summarily rejected.
5. Offers should be accompanied by an Earnest money deposit of **Rs.75,400/-** failing which the offer will be rejected. E.M.D shall be by submitted in the form of 'demand draft' or 'bankers cheque' or 'BG' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc will be accepted. 'Demand draft' or 'bankers cheque' payable at State Bank of India, Pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank EMD shall not bear any interest. Bidder should upload/attach the scan copy of DD along with their offer (part I bid). Subsequently Demand draft shall be send through Courier/ Speed post to office of the Manager (E/A/P), Admin. Department, UCIL, Tummalapalle-516349 in sealed envelope super scribing DEMAND DRAFT for EMD, Tender Ref. no. and due date before opening of Technical Part (Part – I) & complete address of the tenderer, failing which offer will be rejected/not opened. Any postal/courier delay will not be entertained. This EMD amount will be held by the Corporation until placement of order/ contract, and will bear no interest. It will be forfeited in the event of breach of contract.
6. In case of NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site <http://www.tendarwizard.com/UCILEPROC> for exemption from submitting Cost of tender fees and/or E.M.D. Subsequently registration certificates shall be send through Courier/ Speed post to office of the Manager (E/A/P), Admin. Department, UCIL, Tummalapalle-516349 in sealed envelope and due date before opening of part - I, failing which offer will be rejected/not opened.

I N D E X**PART – I: TECHNICAL & COMMERCIAL**

SECTION	DESCRIPTION
I.	NOTICE INVITING TENDER
II.	ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER
III.	GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR
IV.	CONDITIONS OF TENDERING
V.	FORMS
VI.	SCHEDULE – A, B & C.
VII.	GENERAL CONDITIONS OF CONTRACT
VIII.	SPECIAL CONDITONS OF CONTRACT.
IX.	SAFETY OF CONTRACTOR’S EMPLOYEES
X.	PRICE FORMAT



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TUMMALAPALLE

P.O - M.C.PALLE, VEMULA MANDAL, YSR DISTRICT, A.P.- 516349

Tel./Fax No.08588- 282704, Email: jdkannan@uraniumcorp.in

UCIL/TMPL/MILL/CHEMICAL/NIT-11

Date: 30.11.2018

NOTICE INVITING TENDER NO: TMPL/CHEMICAL-11

(E-Procurement)

Open tenders are invited in two parts (Technical Part & Price Part) for carrying out Miscellaneous Unskilled Works through e-tendering from reliable, experienced & reputed contractors.

1.	Name of Works	:	CARRYING OUT MISCELLANEOUS UNSKILLED WORKS AT MILL HOUSE IN TUMMALAPALLE PLANT.
2.	Earnest Money Deposit {DD/Bankers Cheque/BG}	:	Rs.75,400/-
3.	Cost of Tender document	:	Rs. 1000/- (Rupees five hundred only)
4.	Estimated Value of work	:	Rs. 75,39,447.00
5.	Period of Contract	:	12(twelve) months from the date of commencement of work. (Date of commence of work will be reckoned 7 days after issue of written order).
6.	Date of Commencement of Uploading of Tender Documents from:-	:	05/12/2018 at 3.00 PM
7.	Last date of uploading & submission of completed bid.	:	28/12/2018 upto 2.30 PM
8.	Tender Opening Date (Part - 1)	:	28/12/2018 at 3.00 PM
9.	Mode of Submission	:	Through www.tenderwizard.com/UCILEPROC website only.

- i) Tender (Technical Parts + Price Parts) shall be received from **05/11/2018** through e-procurement website <http://www.tenderwizard.com/UCILEPROC> up to 2.30 noon on or before **28/12/2018** and Technical part shall be opened at 3.00 P.M. on the same day i.e. **28/12/2018**.
- ii) Aspiring Bidders/Contractors who have not registered in e- procurement website should register through the www.tenderwizard.com/UCILEPROC for participating in the online Tenders.
- iii) **For details, registration and Tender Submission, please visit e- procurement website www.tenderwizard.com/UCILEPROC or contact e- procurement Helpdesk at 080-49352000 / Mr. G.Shareef at 09441071882.**
- iv) The NIT Form with standard tender documents will be accessible in the e- procurement website (viz www.tenderwizard.com/UCILEPROC).
- v) Class- III Digital Signature Certificate (DSC) is mandatory to participate in e- procurement. Participating bidders/Contractors have to make sure that they have the valid DSC. If not, they can procure from any of the RAs approved by CCA.
- vi) Bidders/Contractors should upload /attach all the Scanned copies of technical documents / certificates in e-procurement website www.tenderwizard.com/UCILEPROC pertaining to their eligibility criteria mentioned in the NIT, failing which, the bid will not be considered for further processing.
- vii) Date of opening of Price Part shall be intimated to bidders who qualify in technical part.
- viii) Any corrigendum to the above tender shall be published in company website and E-Procurement website only.

I. PRE-QUALIFICATION CRITERIA:**I. PRE-QUALIFICATION CRITERIA:**

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria.

a) Experience Criteria

Experience of having successfully completed similar jobs during last 07 years ending last day of month previous to the one in which application are invited should be either of the following:-

Similar work means "Deployment of labours in any private sector/ public sector, civil /Mechanical construction work and maintenance works."

- Three similar completed works costing not less than the amount equal to Rs. 20 Lakhs.
or
- Two similar completed works costing not less than the amount equal to Rs. 30 Lakhs.
or
- One similar completed work costing not less than the amount equal to Rs. 50 Lakhs.

In case of an Order with manpower supply, material consumables, the work order will be considered for evaluation shall be 40% of the total order value. and for work order with only supply of manpower for any type of work will be considered for evaluation is 100% of the work order value

a) **Financial Criteria**

- i) Bidder must have achieved an average minimum financial turnover of Rs. 22.62 lakhs or more during last three financial years ending on 31.03.2018 (i.e., 2015-2016, 2016-2017, 2017-2018).

The bidder shall submit documentary evidence in the form of copies of similar work order or completion certificate, audited balance sheet with duly signed by chartered Accountant having positive net worth, PF Registration, **GST registration** and PAN Card along with bid, failing which tenderer will be disqualified.

Tender can be downloaded from UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>, the cost of tender fee shall be paid through in the Form of DD drawn in favour of Uranium Corporation of India Limited, payable at State Bank of India, Puilvendula (IFSC:0989) , through any Indian nationalized bank. Documentary evidence regarding tender document fee i.e. scan copy of the same must be uploaded along with part-I in UCIL e-proc site. <http://www.tenderwizard.com/UCILEPROC>.

Tenders received without earnest money are likely to be rejected. Tenderer shall enclose the EMD in form of DD/Bank Guarantee/Banker's Cheque in separate envelope and shall enclose the same in the envelope containing technical proposal/bid. The scan copy of the E.M.D. shall be uploaded at the UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC>. On or before the date of opening of the tender, otherwise tender will not be opened of the concerned party. Scan copies of the both will also have to be submitted with e-tender document.

In case of NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site for exemption from submitting Cost of tender fees and/or E.M.D. Hard copy of the Earnest Money Deposit & Cost of Tender Document will have to submit in the envelop subscribed the work with NIT No. over envelop and same to be submitted/ through Courier/ Speed post to office of the Manager (E/A/P), Admin. Department, UCIL, Tummalapalle-516349 in sealed envelope on or before the date of opening of the tender, otherwise, tender part - I of the concerned party will not be opened/rejected. Scan copies of the both will also have to be submitted with e-procurement documents.

The tenders are to be uploaded at UCIL e-proc site <http://www.tenderwizard.com/UCILEPROC> only on or before the due date and time fixed for uploading the bid as mentioned in the NIT. **Physical submission of tenders shall not be accepted.** Offers (Technical Part) will be opened on due date as mentioned above by the Corporation's authorized representative(s) in the presence of Tenderers who are present. The uploaded Price parts of technically qualified Tenderers will be opened later on.

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof without assigning any reasons whatsoever.

GM (MILL)
For Uranium Corporation of India Limited

SECTION-II
ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER

- 2.1 Before submission of tender, a bidder shall register in advance with their Digital Signature Certificate (DSC) at the tender wizard website prior to submitting their offers. After successful registration the bidder shall get access to the Techno-commercial Part of the NIT. The bidder must submit the Techno-commercial Part at first and upload all the required documents as described in the Pre-Qualification Criteria (PQC) published in this tender document. Only, after successful submission of Techno-commercial Part, the bidders shall fill up and submit the Price Part (Schedule of items). The Techno-commercial Part and Price-Part (Schedule of rates) shall be completely filled up and submitted at the UCIL e-proc website <https://www.tenderwizard.com/UCILEPROC> only.
- 2.2 The Tenderers are advised to make themselves fully conversant with the conditions of tendering, General conditions and Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
- 2.3 The Tenderer shall submit his tender strictly in accordance with the tender specification and terms & conditions laid down in the tender document. No tender will be accepted by physical form, email, post & courier.
- 2.4 By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself 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 conditions.
- 2.5 The Tenderer should mention their Price/ Item rates in figures as well as in words. In case of any dispute / ambiguity, the price/ rates mentioned in words shall be considered as final. No insertions, postscripts, additions and alterations shall be recognised unless confirmed by the Tenderer's signature.
- 2.6 Tender bids (Technical as well as price) shall be submitted strictly in a manner asked giving full details / information necessary for assessing their offer.
- 2.7 Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
- 2.8 Tender documents are not transferable.
- 2.9 The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits of issue of the Tender document free of cost and Exemption from payment of Earnest Money Deposit (EMD) as per govt. notification subject to submission of valid NSIC registration for work contracts. . However, they will confirm acceptance for submission of security deposit in case of award of contract to them.
- 2.10 EMD is liable to be forfeited if:
- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.

- b) The tenderer fails to accept the order when placed or fails to commence works after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.

SECTION-III
GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

- 1.00 The information given below is only for the Tenderers guidance and shall not relieve him of the responsibility for having full detailed first hand site investigation of his own before tendering.
- 2.00 If any clarifications regarding specifications, condition of contract etc. or schedule of quantities is required the same can be obtained by the Tenderers from the GM (Mill)/ DGM (Mill), Uranium Corporation of India Limited.
- 3.00 In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act.
- 4.00 Only e-procurement tender will be entertained.
- 5.00 Receipts for payments made on account of a work when executed by a firm (Partnership) must also be signed by the several partners except where the contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 6.00 Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown therein are approximate only, being given as an indication of the scope of the work in accordance with the estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work, the actual quantities executed may be paid for at the rate stated for the particular item of work, subject only to any adjustments that may be provided for in the General Conditions. It is to be clearly understood that no work will be paid for under more than one item or more than once under any item. Any individual item may vary up to any extent subject to gross variation of maximum $\pm 10\%$ (ten percent) of contract value. Contractor is liable to execute above variation at the same rate, terms and conditions stipulated in the contract.

7.00 Security Deposit:

Total amount of Security deposit shall be limited to 05% (five percent) of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

(a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

- i) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Pulivendula.
- ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of

amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank.

- iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

In addition to the above, further amount to the extent of the 2.5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.

- (b) All compensation or other sums of money payable by the Contractor under the terms of this contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- (c) **Refund of Security Deposit:**
100% of security deposit to be released after successful completion of work.

8.00 The Company reserves the right to reject any tender either in full or in part with suitable reasons properly recorded.

9.00 If after the tender has been accepted, the Tenderer fails to pay the Security Deposit as specified above, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The Tenderer shall not be allowed to increase/withdraw his tender/offer within (6) six Months from the date of opening of the tender (technical part) and if he does so the Earnest Money Deposit may be forfeited.

10.00 **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 (ID proof) 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) for each labourer separately to the Competent Authority,

Upon Contractor's request, Temporary Gate passes for each workman and staff of contractor shall be issued on submission of their address proof (permanent & temporary) of identity with police verification along with copy of insurance & passport size photographs through concerned Engineer-in-charge. Temporary Gate Pass issued for Contractor's workman & staff during the execution of work, shall have to be surrendered with SPF authorities on completion of work. Contractor's Supervisor shall be responsible for collecting workmen's gate pass every evening at the end of day's work, to prevent the scope of loss of Gate Pass. On completion of work, clearance certificate shall be obtained by Contractor from SPF regarding handing over of the expired as well as valid Gate Passes issued in the name of Contractor's workman. Contractor will make necessary Entry Passes from concerned officials of SPF, UCIL sufficiently in advance.

11.00 The successful tenderer shall have to comply with provisions of contract labour (Regulation & Abolition) Act, 1970 and EPF & MP Act, 1952 and rules framed there under.

12.00 Labour Acts & Rules :- The contractor shall (in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made thereunder 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) Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- xii) All statutory provisions of Atomic Energy Regulatory Board 16.

13.00 PRE CONTRACT INTEGRITY PACT

1. General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between Uranium Corporation of India Ltd (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any

- person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 3 The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
 - 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 **Previous Transgression:**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified by the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6 **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of Uranium Corporation of India Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Independent Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
 - 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 12 The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Signature
Name of the Officer
Designation

Witness

1

2

Witness

1

2

13.00 DETAILS OF TOPIC OF CLAUSES REFERRED AT PARA ABOVE

This document shall accompany and be a part of the contract entered into between the Uranium Corporation of India Ltd and the contractor for formulation of purchase orders and/or work contracts.

The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

General conditions of purchase orders & works contract shall include the following clauses:

1. Definition of Terms

1.1 Purchaser/Company

The 'Purchaser/Company' shall mean Uranium Corporation of India Ltd incorporated under the companies act, 1913 and having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832 102.

1.2 Contractor/Supplier

The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.

1.3 Sub Contractor

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

1.4 Contract

The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.

1.5 Engineer / Engineer-in-Charge (EIC)

The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.

1.6 Tender Specification

The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

1.7 Contract Specification

The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract.

1.8 Letter of Intent (LOI)

The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.

1.9 HO/CO

The term "HO/CO" shall mean Head Office /Corporate Office, at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832102

1.10 Site

The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

2 Contract

A formal agreement entered between the Contractor and the Purchaser for the proper fulfillment of the Contract.

3.00. Standards

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

4.00 Secrecy

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by the Purchaser or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

SECTION - IVCONDITIONS OF TENDERING**4.00 PREPARATAION OF TENDER****Tenderer to study**

- 4.01 Before submission of the tender, the Tenderers are requested to make themselves fully conversant with the Conditions of Tendering. General Conditions, Special Conditions, Site Conditions, Specifications, Schedules, and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.
- 4.02 It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.
- 4.03 The Tenderer shall submit his tender strictly in accordance with the tender specifications and terms and conditions laid down in the tender document.
- 4.04 **Contractor should specify in checklist & techno-commercial sheet the number of workers they intend to deploy.**
- 4.05 Should there be any discrepancy in Or any doubt or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer, the Tenderer must set forth in writing such discrepancy, doubt or obscurity, and upload/submit the same in duplicate to **GM(MILL)/DGM (MILL),** any authorized person in UCIL, Tummalapalle Project so as to reach him two days in advance before the date of tender opening mentioned in the NIT for such purpose. The elucidation given by the designated officer shall be final and binding on the Tenderers.
- 4.06 By submitting a tender for the work & Tenderer will be deemed to have satisfied himself 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 respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion of assignment to the entire satisfaction of UCIL.
- 4.07 Tenderers must be submitted on the attached prescribed forms and / or copies thereof. The schedule shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.
- 4.08 The Tenderer shall submit the tender which satisfy each and every condition laid down in the notice, failing which the tender will be liable to be rejected.
- 4.09 The Corporation reserves to themselves the right of accepting the whole or any part of the tender and Tenderer shall be bound to perform the same at quoted rates.
- 4.10 ***QUALIFICATION OF TENDERERS & DEFINITION OF SIMILAR WORKS MEANS***

Evaluation will be done based on the documents submitted by the tenderers. No correspondence shall be made after opening of technical part regarding any missing document.

Only such firms are needed, who can produce satisfactory evidence that they have the necessary experience & financial resources and organization to undertake such work as per criteria mentioned below.

I. PRE-QUALIFICATION CRITERIA:**II. PRE-QUALIFICATION CRITERIA:**

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria.

a) Experience Criteria

Experience of having successfully completed similar jobs during last 07 years ending last day of month previous to the one in which application are invited should be either of the following:-

Similar work means “Deployment of labours in any private sector/ public sector, civil /Mechanical construction work and maintenance works,.”

- Three similar completed works costing not less than the amount equal to Rs. 20 Lakhs.
or
- Two similar completed works costing not less than the amount equal to Rs. 30 Lakhs.
or
- One similar completed work costing not less than the amount equal to Rs. 50 Lakhs.

In case of an Order with manpower supply, material consumables, the work order will be considered for evaluation shall be 40% of the total order value. and for work order with only supply of manpower for any type of work will be considered for evaluation is 100% of the work order value

b) Financial Criteria

- ii) Bidder must have achieved an average minimum financial turnover of Rs. 22.62 lakhs or more during last three financial years ending on 31.03.2018 (i.e., 2015-2016, 2016-2017, 2017-2018).

The bidder shall submit documentary evidence in the form of copies of similar work order or completion certificate, audited balance sheet with duly signed by chartered Accountant having positive net worth, PF Registration, **GST registration** and PAN Card along with bid, failing which tenderer will be disqualified.

a) CHECK LIST FOR DOCUMENTS TO BE UPLOADED/SUBMITTED**Part-I (Technical Part)**

Sl. No.	Required documents to be enclosed:	Yes / No	Remarks
1.	Tenderer's covering letter mentioning the acceptance of all terms & conditions of tender document for executing the subject work.		
2.	Payments of Tender fees		
3.	Earnest money deposit		
4.	Certificate / proof of registration of the firm / company with the Registrar of firm / companies have to be submitted.		
5.	Tender document in original in all respects (scope of work, special conditions, and general conditions of contract, UCIL's labour and safety rules) duly signed and stamped on each page by bidder.		
6.	Copy of PAN Card.		
7.	Copy of PF Registration		
8.	Copy of GST registration		
9.	Photo copies of work orders / completion certificates for similar work.		
10.	Copies of balance sheet for last three financial years ending 31 st March, 2018		
11.	Any deviation from the tender shall be clearly mentioned, if any, under the heading “Deviation”		
12.	Blank Unpriced schedule		
13.	Any other documents as deemed necessary		

4.11 BANK GUARANTEE:-

Wherever stipulated should be as per our proforma & issued by an Indian scheduled bank only. All bank charges to be borne by bidder. Bank Guarantee should be automatically extended for validity period in the event of delay in execution of contract.

4.12 Correspondence

All correspondence shall be in English and addressed to UCIL drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

4.13 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

4.14 Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law.

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

4.15 Security regulations

The Contractor shall abide by all the security regulations at site promulgated by the Purchaser from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

4.16 Method of black listing vendors

4.16.1 Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved list of vendors while periodical review/updating of vendor list. The black listed vendor / contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.

4.16.2 Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions or prices or withdraw his quotation subsequent to the date of opening.

4.16.3 Further, the vendor shall be banned from doing any business with the company in case of:

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

4.17 Death, Bankruptcy, etc.

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

4.18 **Arbitration**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

For Global tender this clause may be modified by the competent authority on case to case basis.

4.19 **Jurisdiction**

The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

4.20 **Ethics in tendering & other business dealings**

Dear Sir,

Uranium Corporation of India Ltd, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings_.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 831 012 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd C/O Indian Rare Earth Ltd. Plot No 1207, Veer Savarkar Marg,PrabhaDevi Mumbai - 400 028 Email: cvo@irel.co.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we

except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,
For Uranium Corporation of India Ltd

Name -----
Designation -----
Date

4.21 **VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

The Engineer-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the Contract rates for each such items of work.

4.22 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

4.23 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.

4.24 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.

4.25 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

4.26 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.

4.27 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.

4.28 **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

4.29 **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

4.30 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

4.31 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the

- Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 4.32 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

4.33 **TIME LIMIT FOR PAYMENT OF FINAL BILL**

The Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

- a) Contract amount not exceeding Rs. 5 Lakhs..... two months
b) Contract amount exceeding Rs. 5 Lakhs three months
- 4.34. After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract, provided however, no reimbursement or refund shall be made if the increase/decrease is not more than + 10% of the said price, and if so the reimbursement or refund shall be made only on the excess over + 10% provided that any increase will not be payable if such increase has become operative after the Contract extended date of completion of the works or items of work in question.

4.35 **OVER PAYMENTS AND UNDER PAYMENTS**

Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand.

- 4.36 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

- 4.37 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

- 4.38 Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

- 4.39 Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

ARBITRATION AND LAW

4.40 **ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as

to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid, the provisions of The Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Corporation that the bill is ready for acceptance of the Contractor, the claim of the Contractor will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

4.41 **COST OF ARBITRATION**

Upon every or any such reference, the costs of and incidental to the reference and award respectively shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

4.41 **WORK TO CONTINUE**

Work under the Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the Contract, no payment due or payable by the Corporation shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matters of the arbitration.

FORMS

SECTION - V,

5.01 **DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR**

(To be filled-in by the Tenderer/Contractor)

1. Name of the Firm/Company of the Tenderer : _____
2. Name & Address of the Chief Executive/ Chairman and Managing Director of the firm with Telephone No./ e-mail address : _____
3. Registered Office and Address of the firm with Telephone No. and Fax No. if any. : _____
4. Address for Correspondence/all communication with the firm : _____
5. Name, designation, address of the person authorized to deal with this tender/work : _____
6. Nature of the registration of the firm Limited Co. /Private Ltd. /Partnership Co. / : _____ Proprietorship firm
7. Registration No. with date and Registering Authority : _____

Name of Directors / Partners	Occupation	Address

8. Address of the office/work site of the Tenderer, nearest to the place of the Work being tendered : _____
9. Particulars about the professional persons employed by the firm:

Name of the professional Persons & Address	Qualification	Experience in No. of years	Nature of experience	Date of Joining

5.02

FORM OF TENDER

To
The Chairman & Managing Director,
M/s.Uranium Corporation of India Ltd.,
P.O.Jaduguda Mines,
Dist. Singhbhum (East),
Jharkhand - 832 102.

Dear Sir,

With reference to the tender invited by you for _____
_____ I/We have examined special conditions and General Conditions,
Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work.
I/We hereby offer to execute the whole of the said works in conformity with the same Special Conditions,
Articles of Agreement, General Conditions, Tender Notice, Specifications and Schedule of Quantities for
the sum of Rs. _____/- (_____
_____) at the respective rates mentioned in the Schedule of items.

I/We undertake to complete and deliver the whole lot comprised in the contract within _____
_____ Calendar months from the date of commencement of work.

I/We have deposited as Earnest Money a sum of Rs. _____ with
_____ which amount is not to bear any interest and I/We do
hereby agree that this sum shall be forfeited by me/us if the event of the Uranium Corporation of India
Limited accepting my/our tender. I/We fail to execute the Contract when called upon to do so.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with
the Articles of Agreement, this tender together with your written letter of acceptance thereof, shall
constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,
Signature: _____

Address: _____

Name of Partners of the Firm:

1. _____
2. _____
3. _____
4. _____

5.03 Agreement

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ between (hereinafter referred to as the Corporation which expressions shall include its successors and assigns) of the one part and M/s. _____ (hereinafter referred to the other part of WHEREAS THE Corporation is desirous to have consultancy services for that certain _____ and has accepted a Tender submitted by _____.

NOW THE AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Tender Notice No. _____ Dated _____
 - (b) The Drawings
 - (c) The Tender
 - (d) The General Conditions of Contract
 - (e) The Specifications
 - (f) The Special Conditions
 - (g) The Schedule of items.
 - (h) Design Data and Technical Specifications (if any)
 - (i) General Information and Guidance for Tenderers
 - (j) Any other document specifically mentioned herein as forming a part of the Agreement
3. In consideration of the payment to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Corporation to execute, complete and maintain the work in conformity in all respects with provisions of the Contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the execution; completion and maintenance of the work of contract price at the time and in the manner prescribed the contract.
5. All disputes arising out of or in anyway connected with this Agreement shall deemed to have arisen in HYDERABAD and only competent court in the District Hyderabad/Ranga Reddy shall have jurisdiction to determine the case.
6. You shall provide the guarantee in the agreement that you will be held responsible for the good conduct of labour engaged by you.
7. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR HAND THIS _____, signed by the said M/s Uranium Corporation of India Limited., Tummalapalle Project.

In the presence of

and

1)

2)

Dy.General Manager (Mill)
SIGNED & DELIVERED for

on behalf of URANIUM CORPORATION OF INDIA LTD.

Authorized Signatory of the party with seal

5.04

a) PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at Tummalapalle, PO: Mabbuchintalapalle, Dist - YSR (KADAPA), Andhra Pradesh-516349, India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to UCIL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by UCIL including the question as to the tenability of the claim of the UCIL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to UCIL on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the UCIL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till UCIL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the UCIL that the UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the UCIL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the UCIL or any indulgence by the UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the _____ day of _____ 20..

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)
Bank's Common seal

b) E. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at Tummalapalle, PO:Mabbuchintalapalle, Distt – YSR (KADAPA), Andhra Pradesh-516349 , India, (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the _____ day of _____ 20__

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal

SECTION-VI

6.01

SCHEDULE - AMATERIALS FOR ISSUE TO THE CONTRACTOR

Sl. No.	Particulars	Rate at which material will be issued		Place of issue
		Unit	Rate (Rs.)	
			-NA-	

N.B.: All materials shall have to be procured by the contractor at his own cost.

Signature of
Issuing Officer

Date : _____

Signature of

Contractor _____

Date : _____

6.02

SCHEDULE - B

Sl. No.	Category of Labour	Wage per day	Remarks
1	Skilled/ Semi skilled/ Unskilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Commissioner (C), /Hyderabad from time to time.	Contractor has to pay minimum wages to the labours.

Signature of Contractor: _____

Date : _____

6.03

SCHEDULE - C

1.	Accepting Authority	:	Chairman & Managing Director
2.	For Non schedule items Market Rate + Percentage addition to cover overhead and Profit	:	Ten percent
3.	Retention Money	:	5% (five percent)
4.	Date of Commencement	:	Date of commence of work will be reckoned 07 days after issue of written order
5.	Date of Completion	:	12(twelve) months from the date of commencement of work. (Date of commence of work will be reckoned 07 days after issue of written order).
6.	Installment after virtual completion	:	<u>05 (Five) Percent</u>
7.	Agreed Liquidated Damage	:	Up to a maximum of 10(Ten) percent of the contract sum.
8.	Defect Liability Period	:	Nil
9.	Refund of security deposit	:	100% of security deposit to be released after successful completion of work
10.	Insurance	:	As directed
11.	On Account Payment	:	<u>Monthly</u>
12.	Authority for appointing Arbitrator	:	Chairman & Managing Director

- 00 -

S E C T I O N - VII,**GENERAL CONDITIONS OF CONTRACT****7.00. GENERAL CONDITIONS OF CONTRACT**

7.01. **GOVERNMENT LABOUR ACT:** The Contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer's Security will have to be made by the Contractor.

7.02. LABOUR LAWS

7.02.1. Contractor shall be solely responsible for strictly following all labour laws, Industrial Laws, Factories Act and such other Laws which are applicable from time to time including but not limited to the notification, amendments or additions which are made to these laws during the period of contract. The Contractor shall also be responsible for various levies of State Government, Government of India or any statutory bodies.

7.02.2. The contractor shall have to, at his own expense, comply with labour laws and shall indemnify the Corporation against any payment to be made under and for observance of all Labour Laws and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.

7.02.3. Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to:

7.03. DOCUMENTS REQUIRED BEFORE START OF WORK

7.03.1. The contractor shall submit following documents to personnel dept. of UCIL before commencement of the job.

- a) Copy of Work order
- b) Copy of the document showing legal status of the firm.
- c) Copy of the document showing allotment of PF Code No. by RPFC office.
- d) Copy of receipt / cover note / Employee Compensation Insurance policy obtained to cover the liabilities under the provisions of Workman Compensation Act, 1923.
- e) Copy of Commencement Notice in FORM-VII as per CL (R&A) Act, 1970.
- f) Copy of Labour License, if applicable.
- g) Application for issuance of gate pass.

7.03.2. After verification of above stated documents Gate Pass/Entry Permits for the contract labours will be issued by security department to the contractor.

7.04. LABOUR REGISTERS AND RECORDS

7.04.01 The contractor shall maintain various labour Registers and Records as required under Various Labour and Industrial Laws as under, but not limited to:

- a) The Mines Act, 1952 and Mines Rules, 1955
- b) The Factories Act, 1948
- c) Atomic Energy Act, 1962 and Atomic Energy (Factories) Rules, 1966
- d) The Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules, 1950
- e) The Payment of Wages Act, 1936 and Payment of Wages (Mines) Rules, 1956
- f) Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971
- g) Employee's Compensation Act, 1923 and Rules therein.
- h) The Employees Provident Funds and Miscellaneous Provisions Act, 1952
- i) Industrial Disputes Act, 1947
- j) The Payment of Bonus Act, 1965
- k) Employees State Insurance Act 1948

- l) Maternity Benefit Act, 1961
- m) Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980
- n) Equal Remuneration Act, 1976 and Rules, 1976
- o) Payment of Gratuity Act, 1972
- p) Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017
- q) Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017

7.05 The contractor shall produce labour records before Labour Inspector/Company Welfare officer/Engineer/Officer-In-charge whenever required and asked for verification. In the event of the Contractor committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under/amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of 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.

7.06 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer/Officer-in-charge. The Contractor shall furnish to the Engineer/Officer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer/Officer-in-charge or to the officer so nominated.

7.07 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer/Officer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer/Officer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer/Officer-in-charge.

7.08 The contractor shall not employ any contract labour who is below 18 years Age.

7.09 Female workers shall be allowed to work only during the day hours i.e. 06.00 Hrs to 19.00Hrs.

7.10 The Officer-in-Charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment to the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made for his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

7.11 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 Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.

7.12 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 Form/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 damaged 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.

7.13 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules, the company shall have the right to terminate the contract without any notice.

8.00. PAYMENT OF WAGES TO EMPLOYEES

8.01 The Contractor shall pay the wages to the labours employed by him not less than applicable 'Minimum Wages' as defined under The Minimum Wages Act, 1948 and with Minimum Wages (Central) Rules, 1950. The applicable minimum wages will be as notified by Asstt. Labour Commissioner (Central) or State labour Commissioner, 'whichever is higher' for the given period.

8.02 .Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

8.03. All wages shall be paid in current coin or currency notes or by cheque or by crediting the wages in the bank account of the employee. The contractor shall take the acknowledgement from the labours/employees towards receipt of wages and also maintain and produce Bank Transaction details regarding payment of wages through Bank account of the employee.

8.04. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of the Seventh day and in other cases before the expiry of Tenth day after the last day of the wage period in respect of which the wages are payable.

8.05 The Engineer/Officer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment 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 terms of the Contract or non observance of the said Act.

8.06. Wage slip in the required form should be provided to each labour at least a day prior to the disbursement of wages.

8.07. Note: - Two copies of wage slip to be prepared i.e one for individual labour and another for own record.

8.08. The contractor shall fix wage period like daily/monthly/fortnightly in respect of which wages shall be payable. No wage period shall exceed one month. A 'Notice' showing the rates of wages, hours of work, wage periods, dates of payment of wages, names and addresses of the inspectors having jurisdiction, and date of payment of unpaid wages, and an abstract of the Act and rules shall be displayed in English and in Hindi and in the local language understood by the majority of the workers in conspicuous places at the establishment and the work – site by the contractor, as the case may be.

8.09. Where the employment of any employee is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

8.10.All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

8.11. Wages due to every worker shall be paid to him or to other person authorized by him in this behalf.

8.12. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages.

9. BENEFITS TO LABOUR UNDER VARIOUS LABOUR LAWS

The contractor shall be responsible and liable to extend several benefits to the employed labour during the contract period. Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to

9.1 Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971

- a) If applicable, necessary Labour License shall be obtained by the contractor for the workman engaged at site at his own cost. The Labour License shall be required to be obtained for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to commence the work.
- b) It is mandatory for the contractor to upload a Unified Annual Return on the web portal of the Ministry of Labour and Employment on or before the 1st day of February following the close of the year to which it relates.
- c) The Contractor shall provide various welfare and health amenities namely canteens, rest rooms, sufficient supply of wholesome drinking water, a sufficient number of latrines and urinals, washing facilities and first-aid facilities to the employed contract labours as provisioned in Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971.

9.2 Employees Provident Funds and Miscellaneous Provisions Act, 1952

- a) Provident Fund Code Number: The contractor shall be required to obtain a Provident Fund Code Number and shall ensure that any sub-contractor engaged on his/her behalf shall also have Provident Fund Code Number.
- b) All the workers deployed by the contractor or sub-contractor shall be required to enrolled as members of Provident Fund and be assigned the Universal Account Number (UAN) except those who are excluded from the applicability of the said Act. The contractor shall be required to submit details of contributions remitted to EPF account of each employee while putting monthly/running bills.
- c) The contractor shall be required to submit proof for payments made towards remittance of EPF contributions for workers employed for a given period.
- d) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for EPF and the due contributions have been credited into their accounts (UANs).

9.3 Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980

- a) In case of engaged five or more Inter – State migrant workmen (all engaged labours except who is employed mainly in a managerial or administrative capacity and supervisory capacity workmen) on any day of the preceding twelve months, A license of Inter – State migrant issued by Assistant Labour Commissioner (Central) should be provided to Personnel Office.
- b) The contractor shall also be required to comply with the provisions for payment of various allowances viz. displacement allowance, return journey allowance, etc. and all other provisions of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980, as applicable from time to time.
- c) In case of non-applicability of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 the contractor shall be required to submit an undertaking/certificate to the effect that Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 are not applicable to him for the reasons thereof.

9.4 The Factories Act, 1948

- a) The Contractor shall grant and pay paid leaves to the employed workers as per the provisions of the Factories Act, 1948 and Factories Rules.
- b) The Contractor shall ensure required safety precautions and provide safety and health appliances to the employed contract labours as provisioned in the Factories Act, 1948 and Factories Rules.

9.5 The Mines Act, 1952 and Mines Rules, 1955

All the labour deployed by the contractor for working in mine must undergo vocational training, initial medical examination & PME, etc as provided under 'Mines Act, 1952 and Mines Rules, 1955'.

9.6 Employee's Compensation Act, 1923 and Rules there in.

a) The Contractor shall obtain necessary 'Employees Compensation Insurance Policy' which covers Liability of the Insured employees under 'Employee's Compensation Act, 1923' and subsequent amendments and Rules therein, applicable for the whole contract period.

b) No employee of the Contractor shall be allowed to enter into work premises without obtaining necessary 'Employees Compensation Insurance Policy' as above.

c) In case of any accident to any employee of the Contractor arising out of any reason in the course of employment, the Contractor shall be liable to pay full compensation under the 'Employee compensation Act 1923' and amendments from time to time. The Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard. The Contractor may also be called upon by the Corporation to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee as payable in the case of Company's employees.

d) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor's bills/dues/security deposit.

9.7 Maternity Benefit Act, 1961

a) The Contractor shall grant and pay maternity benefits to the eligible female employees as per the provisions of Maternity Benefit Act, 1961 and amendments from time to time.

9.8 Employees State Insurance Act 1948

a) Since UCIL Tummalapalle area comes under the coverage of ESIC the provisions of Employees State Insurance Act, 1948 are applicable to the employees working at UCIL premises.

b) The Contractor shall therefore required to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of the '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 Officer-in-Charge shall recover from the running bills of 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.

c) The contractor shall enroll all the workers deployed by him/her or the sub-contractor as members of ESI Scheme except those who are excluded from the applicability of the said Act. The contractor shall be required to submit details of contributions remitted to ESI account of each employee while putting monthly/running bills.

d) The contractor shall be required to submit proof for payments made towards remittance of ESI contributions iro workers employed for a given period.

e) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for ESI and the due contributions have been credited into their accounts.

9.9 Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017**Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017**

a) The contractor shall be required to maintain Registers, Forms and Reports under various Labour Laws Rules.

9.10 The Payment of Bonus Act, 1965

a) The Contractor shall pay bonus to the eligible employees in accordance with provisions of Payment of Bonus Act, 1965. He shall keep and maintain registers and records as prescribed under Payment of Bonus Act and shall produce before Engineer/Officer-In charge or Welfare officer as and when asked for inspection.

9.11 The payment of Gratuity Act, 1972

a) The Contractor shall pay gratuity to his eligible employees in accordance with provisions of Payment of Gratuity Act. He shall keep and maintain registers as prescribed under payment of Gratuity Act and shall produce before authorised officers of the Company as and when asked for inspection.

9.12 Industrial Disputes Act, 1947

a) The Contractor shall provide retrenchment benefits, Notice pay and other liabilities as per Industrial Disputes Act.

10. LABOUR WELFARE

10.1 The Contractor shall at his own expense 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 the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer/Officer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

10.2 Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating the report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages for each default on materially incorrect statement or reports from the Engineer/Officer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

11. USE OF LAND AND PROPERTY OWNED BY UCIL

11.1 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer/Officer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer/Officer-in-charge at Site and the Contractor shall on no account be allowed to extent his operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall bear a license subject to the following and such other terms and conditions as may be imposed by the license :-

- a) that he shall pay a nominal license fee for use and occupation, in respect of each and every separate area of land allotted to him,
- b) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,
- c) that the contractor shall be liable to vacate the land on demand by the Engineer/Officer- in-charge,

d) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer/Officer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

11.2 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer/Officer-in-charge and make good all damage done to the site.

12. LOCAL BODIES

12.1 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer/Officer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer/Officer-in-charge's instructions thereon.

12.2 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

a. Contractor must ensure that workman/staff engaged by him for execution of work are personally known to him and any misconduct on the part of labour/staff engaged, Contractor shall be held responsible.

b. The Corporation may for any reason ask the Contractor to suspend the work fully or partially and the Contractor shall comply with same without having any claim whatsoever, for suspension.

c. **The Contractor shall not engage any person whose age is less than 18 year of age.**

d. The Contractor shall prepare the wages sheet/Muster roll for his employees in duplicate. A copy shall be regularly submitted to the Engineer-in-charge.

e. In the matters not expressly provided in these terms and conditions or the matter concerning interpretation of the terms and conditions contained herein, the decision of the competent authority shall be final and binding on the Contractor.

f. The Engineer/in-charge shall have the authority to ask for the immediate removal of any worker of the Contractor from the site for any reason and Contractor or his authorized representative shall be bound to comply with the instructions in this regard or else the contract may be terminated.

(a) In case of any accident to any employee of the Contractor arising out of any reason in the course of employment, the Contractor shall be liable to pay full compensation under the workman's compensation Act 1923 or any amendment thereof. The Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard.

The Contractor may also be called upon by the Corporation to pay funeral expenses and/or any other exgratia amount to the dependent(s) of the deceased employee as payable in the case of Company's employees.

(b) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor's bills/dues/security deposit.

g. The employees of the Contractor shall at no stage during the execution or after the termination of the Contractor have any claim whatsoever for employment with the Corporation and the Corporation shall have no obligation/liability whatsoever to take into employment any employees of the Contractor on any ground whatsoever.

h. The Contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of Safety Officer of UCIL from time to time.

i. **Refund of Security Deposit:** Full security deposit shall be refundable to the Contractor on completion of the work as certified by Engineer/in-charge.

j. The Contractor shall execute the agreement with the Corporation in the proforma approved by the Corporation for the execution of the Work, within one month or as directed from the date of issue of letter of intent/work order on non judicial stamp paper of requisite value of Rs.100/- (Rupees one hundred only), which shall be provided by the Contractor at his own cost.

13. GOVERNING THE CONTRACT

This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have executed at Tummalapalle Site, Tummalapalle, P.O. MC Palle, Vemula Mandal, District: Y.S.R(cuddapah), Andhra Pradesh State with the ordinary Civil Jurisdiction of the Competent Courts in the District Hyderabad/ Ranga Reddy district.

13.01 In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by corporation towards the Labour to the contractor for this work.

13.02 Twelve months from the date of commencement of work. (Date of commencement of work will be reckoned 07(seven) days after issue of written order).

13.03 All Administrative/ Local problems will be sorted out by the Contractor independently.

13.04 The Contractor shall at his own expense and without delay supply to the Engineer/in-charge samples of materials proposed to be used in the works. The Engineer/in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

13.05 The Engineer/in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer/in-charge shall have powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may ask the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

13.06 The Engineer/in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer/in-charge may require for the purpose.

13.07 All the workers should be provided **02 (two) sets of uniforms by the contractor and industrial safety gadgets**. No worker shall be allowed to work without uniforms industrial safety gadgets.

13.08 All the work shall be executed as per existing site conditions and no any extra claim shall be entertained/paid by the Corporation.

13.09 Medical checkup: Medical checkup should be done prior to deployment for each worker at our authorized medical centre with following tests:-

X-Ray,
ECG
Audiometric
Lipid profile
Blood test (sugar)
Eye test

15.10 Following safety gadgets are required for workers.

Sl. No.	Material Name	Qty	Unit
1.	Gum shoes	62	sets
2.	Hand gloves	124	sets
3.	Helmet	31	No.
4.	Uniform(Pant and shirt with stiching)	62	No.

16.00 SCOPE OF WORK: -

**CARRYING OUT MISCELLANEOUS UNSKILLED WORKS AT MILL HOUSE (all areas under Mill)
IN TUMMALAPALLE PLANT.**

Responsibilities of (Semi Skilled Worker) supervisor:

- **He must have the minimum qualifications is Intermediate/ITI/Diploma/any degree.**
- **The supervisor must follow up the working progress from the contract workmen on daily basis.**
- **Ensure that all the workers should have the Personnel Protective Equipments.**
- **Arranging the manpower (USW) in all shifts with minimum requirement and public holidays if necessary-- etc.**

8.00 SECTION – VIII
SPECIAL CONDITIONS8.01 **CONTRACT LABOUR ACT:**

According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971, Contractor engaging 20 or more contract labour on any day is required to obtain the license from the Regional Labour Commissioner. In the event of the breach of the aforesaid condition, the Contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.

8.02 Necessary workman insurance/license coverage shall be obtained by the contractor for the workman engaged at site and labour license, as applicable shall be obtained. The whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.

8.03 Contractor shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the Engineer-in-charge.

8.04 The Corporation reserves the right to split the work among more than one contractor, if necessary.

8.05 If the contractor failed to deploy the committed numbers of workers daily, their contract may be terminated and forfeiting their Security Deposit.

8.06 IT, TDS shall be recovered as per prevailing rules of the company.

8.07 **Bonus, EPF on wages, ESI, GST, labour insurance, labour license as applicable will be reimbursed based on documentary evidences. Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on providing the necessary documentary evidence.**

8.08 The contribution of contractors and contract worker has to be submitted as per provident fund & miscellaneous Act-1952.

8.09 The contract workers are to be paid with minimum rate of wages as prescribed from time to time as per minimum wages Act-1948.

8.10 Contractor has to maintain all the registers & records of contract workers as per contract labour (R&A) Act-1970.

8.11 Contractor has to ensure that all the contract workers are insured and liable to pay compensation for any injury or accident arising in and out during the cause of employment as per employee compensation Act.

8.12 It is mandatory that the contractor has to ensure & submit all the remittances under various labour acts.

8.13 **The ruling prices for minimum wages is applicable (i.e. corporation will pay minimum wages) as prevail time to time based on notification by Asstt. Labour Commissioner (Central), Govt. of India or Regional Labour Commissioner, Hyderabad from time to time whichever is higher.**

8.14 Monthly R/A bill to be paid based on work progress. Before submission of RA bill contractor should make payment to the workers deployed by him. Otherwise bill will not be processed.

8.15 Work shall be carried out in general shift/three running shift i.e. 'A', 'B', & 'C'. The works shall have to be carried out on Sundays & Holidays also.

8.16 The Contractor shall not engage any person of less than 18 years of age and female candidates.

- 8.17 Finger prints of all persons deployed by contractor will be registered for computing attendance.
- 8.18 Supply of Tools and tackles for contract workmen for cleaning work by contractor at his own cost. Company will not pay any amount for tools and tackles.

7.03. LABOUR**LABOUR LAWS**

1.1 Contractor shall be solely responsible for strictly following all labour laws, Industrial Laws, Factories Act and such other Laws which are applicable from time to time including but not limited to the notification, amendments or additions which are made to these laws during the period of contract. The Contractor shall also be responsible for various levies of State Government, Government of India or any statutory bodies.

1.2 The contractor shall have to, at his own expense, comply with labour laws and shall indemnify the Corporation against any payment to be made under and for observance of all Labour Laws and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.

1.3 Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to:

DOCUMENTS REQUIRED BEFORE START OF WORK

2.1 The contractor shall submit following documents to personnel dept. of UCIL before commencement of the job.

- a) Copy of Work order
- b) Copy of the document showing legal status of the firm.
- c) Copy of the document showing allotment of PF Code No. by RPFC office.
- d) Copy of receipt / cover note / Employee Compensation Insurance policy obtained to cover the liabilities under the provisions of Workman Compensation Act, 1923.
- e) Copy of Commencement Notice in FORM-VII as per CL (R&A) Act, 1970.
- f) Copy of Labour License, if applicable.
- g) Application for issuance of gate pass.

2.2 After verification of above stated documents Gate Pass/Entry Permits for the contract labours will be issued by security department to the contractor.

3. LABOUR REGISTERS AND RECORDS

3.1 The contractor shall maintain various labour Registers and Records as required under various Labour and Industrial Laws as under, but not limited to:

- a) The Mines Act, 1952 and Mines Rules, 1955
- b) The Factories Act, 1948
- c) Atomic Energy Act, 1962 and Atomic Energy (Factories) Rules, 1996
- d) The Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules, 1950
- e) The Payment of Wages Act, 1936 and Payment of Wages (Mines) Rules, 1956
- f) Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971
- g) Employee's Compensation Act, 1923 and Rules therein.
- h) The Employees Provident Funds and Miscellaneous Provisions Act, 1952
- i) Industrial Disputes Act, 1947
- j) The Payment of Bonus Act, 1965
- k) Employees State Insurance Act 1948 l) Maternity Benefit Act, 1961
- m) Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980
- n) Equal Remuneration Act, 1976 and Rules, 1976
- o) Payment of Gratuity Act, 1972
- p) Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017
- q) Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017

3.2 The contractor shall produce labour records before Labour Inspector/Company Welfare officer/ Engineer/Officer-In-charge whenever required and asked for verification. In the event of the Contractor

committing a default or breach of and of the provisions of aforesaid Acts and Rules made there under /amended from time to time or furnishing an information or submitting or filling any Form/Register/Slip under the provisions of the law which is materially incorrect, then on the report of 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.

3.3 The Contractor shall employ labour in sufficient numbers to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer/Officer-in-charge. The Contractor shall furnish to the Engineer/Officer-in-charge at the intervals as required the number and description by trades of the work people employed on the works. The Contractor shall also submit all the information required by different statutory bodies to the Engineer/Officer-in-charge or to the officer so nominated.

3.4 The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer/Officer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor, in or about the execution of the work who in the opinion of the Engineer/Officer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer/Officer-in-charge.

3.5 The contractor shall not employ any contract labour who is below 18 years Age.

3.6 Female workers shall be allowed to work only during the day hours i.e. 06.00 Hrs to 19.00 Hrs.

3.7 The Officer-in-Charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment to the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made for his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

3.8 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 Rules made there under without prejudice to his right to claim indemnity from his Sub Contractors.

3.9 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 Form/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 damaged 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.

3.10 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules, the company shall have the right to terminate the contract without any notice.

4. PAYMENT OF WAGES TO EMPLOYEES

4.1. The Contractor shall pay the wages to the labours employed by him not less than applicable 'Minimum Wages' as defined under The Minimum Wages Act, 1948 and with Minimum Wages (Central) Rules, 1950. The applicable minimum wages will be as notified by Asstt. Labour Commissioner (Central) or State labour Commissioner, 'whichever is higher' for the given period.

4.2.Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

4.3.All wages shall be paid in current coin or currency notes or by cheque or by crediting the wages in the bank account of the employee. The contractor shall take the acknowledgement from the labours/employees towards receipt of wages and also maintain and produce Bank Transaction details regarding payment of wages through Bank account of the employee.

4.4.The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of the Seventh day and

in other cases before the expiry of Tenth day after the last day of the wage period in respect of which the wages are payable.

4.5.The Engineer/Officer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under have to power to deduct the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment 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 terms of the Contract or non observance of the said Act.

4.6. Wage slip in the required form should be provided to each labour at least a day prior to the disbursement of wages.

4.7. Note: - Two copies of wage slip to be prepared i.e one for individual labour and another for own record.

4.8.The contractor shall fix wage period like daily/monthly/fortnightly in respect of which wages shall be payable. No wage period shall exceed one month. A 'Notice' showing the rates of wages, hours of work, wage periods, dates of payment of wages, names and addresses of the inspectors having jurisdiction, and date of payment of unpaid wages, and an abstract of the Act and rules shall be displayed in English and in Hindi and in the local language understood by the majority of the workers in conspicuous places at the establishment and the work – site by the contractor, as the case may be.

4.9. Where the employment of any employee is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

4.10. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

4.11.Wages due to every worker shall be paid to him or to other person authorized by him in this behalf.

4.12.It shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages.

5. **BENEFITS TO LABOUR UNDER VARIOUS LABOUR LAWS** The contractor shall be responsible and liable to extend several benefits to the employed labour during the contract period. Some of the major liabilities under various labour and Industrial laws which the contractor shall comply which are as under, but not limited to:

5.1 Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971

a) If applicable, necessary Labour License shall be obtained by the contractor for the workman engaged at site at his own cost. The Labour License shall be required to be obtained for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to commence the work.

b) It is mandatory for the contractor to upload a Unified Annual Return on the web portal of the Ministry of Labour and Employment on or before the 1st day of February following the close of the year to which it relates.

c) The Contractor shall provide various welfare and health amenities namely canteens, rest rooms, sufficient supply of wholesome drinking water, a sufficient number of latrines and urinals, washing facilities and first-aid facilities to the employed contract labours as provisioned in Contract labour (Regulation & Abolition) Act, 1970 and CL Central Rules, 1971.

5.2 Employees Provident Funds and Miscellaneous Provisions Act, 1952

a) Provident Fund Code Number: The contractor shall be required to obtain a Provident Fund Code Number and shall ensure that any sub-contractor engaged on his/her behalf shall also have Provident Fund Code Number.

b) All the workers deployed by the contractor or sub-contractor shall be required to enrolled as members of Provident Fund and be assigned the Universal Account Number (UAN) except those who are excluded from the applicability of the said Act. The contractor shall be required to submit details of contributions remitted to EPF account of each employee while putting monthly/running bills.

c) The contractor shall be required to submit proof for payments made towards remittance of EPF contributions iro workers employed for a given period.

d) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for EPF and the due contributions have been credited into their accounts (UANs).

5.3 Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 a) In case of engaged five or more Inter – State migrant workmen (all engaged labours except who is employed mainly in a managerial or administrative capacity and supervisory capacity workmen) on any day of the preceding twelve months, A license of Inter – State migrant issued by Assistant Labour Commissioner (Central) should be provided to Personnel Office.

b) The contractor shall also be required to comply with the provisions for payment of various allowances viz. displacement allowance, return journey allowance, etc. and all other provisions of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980, as applicable from time to time.

c) In case of non-applicability of Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 the contractor shall be required to submit an undertaking/certificate to the effect that Inter-state Migrant Workmen Act 1979 and IMW Rules, 1980 are not applicable to him for the reasons thereof.

5.4 The Factories Act, 1948

a) The Contractor shall grant and pay paid leaves to the employed workers as per the provisions of the Factories Act, 1948 and Factories Rules.

b) The Contractor shall ensure required safety precautions and provide safety and health appliances to the employed contract labours as provisioned in the Factories Act, 1948 and Factories Rules.

5.5 The Mines Act, 1952 and Mines Rules, 1955 All the labour deployed by the contractor for working in mine must undergo vocational training, initial medical examination & PME, etc as provided under ‘Mines Act, 1952 and Mines Rules, 1955’.

5.6 Employee’s Compensation Act, 1923 and Rules therein.
a) The Contractor shall obtain necessary ‘Employees Compensation Insurance Policy’ which covers Liability of the Insured employees under ‘Employee’s Compensation Act, 1923’ and subsequent amendments and Rules therein, applicable for the whole contract period.

b) No employee of the Contractor shall be allowed to enter into work premises without obtaining necessary ‘Employees Compensation Insurance Policy’ as above.

c) In case of any accident to any employee of the Contractor arising out of any reason in the course of employment, the Contractor shall be liable to pay full compensation under the ‘Employee compensation Act 1923’ and amendments from time to time. The Corporation shall have no responsibility whatsoever in this regard and shall stand fully indemnified by the Contractor against all claims in this regard. The Contractor may also be called upon by the Corporation to pay funeral expenses and/or any other ex-gratia amount to the dependent(s) of the deceased employee as payable in the case of Company’s employees.

d) In case of failure on the part of the Contractor to pay the said compensation/funeral expenses/ex-gratia amount the same may be paid by the Corporation and cost/charges/expenditure incurred or spent by the Corporation in this regard shall be recovered from the Contractor’s bills/dues/security deposit.

5.7 Maternity Benefit Act, 1961

a) The Contractor shall grant and pay maternity benefits to the eligible female employees as per the provisions of Maternity Benefit Act, 1961 and amendments from time to time.

5.8 Employees State Insurance Act 1948

a) Since UCIL Tummalapalle area comes under the coverage of ESIC the provisions of Employees State Insurance Act, 1948 are applicable to the employees working at UCIL premises.

b) The Contractor shall therefore required to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of the ‘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 Officer-in-Charge shall recover from the running bills of 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.

c) The contractor shall enroll all the workers deployed by him/her or the sub-contractor as members of ESI Scheme except those who are excluded from the applicability of the said Act. The contractor shall be

required to submit details of contributions remitted to ESI account of each employee while putting monthly/running bills.

d) The contractor shall be required to submit proof for payments made towards remittance of ESI contributions iro workers employed for a given period.

e) While putting monthly/running bills for the payment the contractor shall be required to give an undertaking/certificate that all the workers deployed by him/her are enrolled for ESI and the due contributions have been credited into their accounts.

5.9 Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017

a) The contractor shall be required to maintain Registers, Forms and Reports under various Labour Laws Rules.

5.10 The Payment of Bonus Act, 1965

a) The Contractor shall pay bonus to the eligible employees in accordance with provisions of Payment of Bonus Act, 1965. He shall keep and maintain registers and records as prescribed under Payment of Bonus Act and shall produce before Engineer/Officer-In charge or Welfare officer as and when asked for inspection.

5.11 The payment of Gratuity Act, 1972

a) The Contractor shall pay gratuity to his eligible employees in accordance with provisions of Payment of Gratuity Act. He shall keep and maintain registers as prescribed under payment of Gratuity Act and shall produce before authorised officers of the Company as and when asked for inspection.

5.12 Industrial Disputes Act, 1947

a) The Contractor shall provide retrenchment benefits, Notice pay and other liabilities as per Industrial Disputes Act.

6. LABOUR WELFARE

6.1 The Contractor shall at his own expense 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 the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer/Officer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

6.2 Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating the report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages for each default on materially incorrect statement or reports from the Engineer/Officer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

7. USE OF LAND AND PROPERTY OWNED BY UCIL

7.1 The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer/Officer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer/Officer-in-charge at Site and the Contractor shall on no account be allowed to extent him operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the Contract, the Contractor shall bear a license subject to the following and such other terms and conditions as may be imposed by the license :-

a) that he shall pay a nominal license fee for use and occupation, in respect of each and every separate area of land allotted to him,

b) that such use or occupation shall not confer any right of tenancy of the land to the Contractor,

c) that the contractor shall be liable to vacate the land on demand by the Engineer/Officer-in-charge,

d) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer/Officer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

7.2 The Contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them

away as and when no longer required and as and when ordered by the Engineer/Officer-in-charge and make good all damage done to the site.

8. LOCAL BODIES

8.1 Notice of Local Bodies - The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer/Officer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer/Officer-in-charge's instructions thereon.

8.2 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

NOTICE INVITING TENDER NO.TMPL/CHEMICAL/NIT –11
CHECK LIST

DATE: 30/11/2018

- # Name of contractor:
- # Name of work:
- # Work order details:
- # Bill details

SL	DOCUMENTS REQUIRED	REERENCE	COMPLIANCE	REMARKS
1	Contract Labour Act			
	Copy of Work order			
	Application for Gate pass			
	Details of employees	Full details with Age and Gender		
	Copy of Labour license	For 20 and more employees		
	Copy of FORM VII	Work commncement / Completion notice		
2	Min Wages Act			
	Payment of Arrears (if any)	From.....To.....		
	Copy of FORM XI	Wage slip		
3	Payment of Wages Act			
	Certified Bank statement for wages paid (Bank Transaction details)			
	Copy of 'Acknowledgement' of wages by labours			
	Payment certification by work In-charge			
4	ESI Act	10 or More employees; max 21,000/- wages		
	Proof of Establishment ESI Code			
	Certified copy of ESI paid Challan			
	Proof of monthly ESI payments			
	Undertaking from the contractor regarding contributions made			
5	Employee Compensation Act			
	EC Insurance Policy	For actual no of labrs [Above 8000 salary]		
6	EPF Act	Every employee; Max 15,000/- wages		
	Proof of Establishment PF Code			
	Certified copy of PF Challan (ECR)			
	Proof of monthly EPF payments made			
	Undertaking from the contractor regarding contributions made			
7	Ease of compliance Rules 2017			
	FORM A (PART-A)	Employee Register for all Establishments		
	FORM A (PART-B)	Employee Register for Mines		
	FORM B	Wage Register & OT		
	FORM C	Fine/Adv/Damage/Loss/Deductions		

	FORM D	Mustor Roll Register		
	FORM E	Rest/Leave/Leave Wages Register		
8	Inter-state Migrant wrkm Act			
	Copy of ISMW Labour license	More than 5 ISM employees		
	FORM X	Report abt recruitment of migrant wrkmen		
	FORM XV	Displacement/Outward jmy allwnc		
	FORM XVI	Return Journey allowance paid		
	Undertaking from the contractor if Act is not applicable			
9	Payment of Bonus Act			
	FORM C	Bonus payments (To be paid before Nov)		
	FORM D	Annual Return (To be sent before Dec)		
10	Payment of Gratuity			
	FORM L	Notice for payment of Grty (When admissible)		
	FORM M	Notice for non-payment of Grty (When not admissible)		
11	For Final Bills			
	All above in original			
	Work Completion Certificate			
	Proof for Retrenchment Benefits paid			
	No demand certificate from section			
12	Unified Annual Labour Return			
	Proof	To be filed latest by 1st Feb every year		

8.19 **OUR DAILY REQUIREMENT IS 31 (SIXTEEN) MANDAYS DISTRIBUTED IN THREE SHIFTS AS WELL AS IN GENERAL SHIFT INCLUDING SUNDAYS & HOLIDAYS. CONTRACTOR SHOULD KEEP RELIEVER IN ADEQUATE NUMBERS TO GIVE WEEKLY OFF TO EACH WORKER & TO COVER-UP ABSENTEEISM ALSO.**

8.20 If the contractor is failed to supply the committed numbers of mandays daily, their contract may be terminated forfeiting their Security Deposit & penalty will be imposed as follows:-

Sl. No.	Average mandays supply per month including holidays & Sundays (unless otherwise the plant has stopped and specified).	Penalty
1.	900 & above but less than 930 Mandays/month	1% profit to be reduced
2.	800 to 899, out of 930 Mandays/month	3% profit to be reduced
3.	700 to 799, out of 930 Mandays/month	5% profit to be reduced
4.	600 to 699, out of 930 Mandays/month	7% profit to be reduced

Note: If quoted profit is less than penalty percentage, contract will be terminated or penalty amount to be paid from contractor account.

8.21 Contractor shall have to payment the labour wages through Bank only and submit the documentary proof for the same at the time of raising of RA bills without which bill would not be processed.

8.22 **Personal Protective Equipment:** All necessary personal protective equipment (PPE) shall be provided by the contractor at his own cost, for his workers, 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 NIT NO: TMPL/MILL/ELECT-10

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)

8.23 **Suspension of works:**

The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the process of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for and of the following reasons.

- i) On account of any default on part of the Contractor or
- ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor; or
- iii) For safety of the works or part thereof.

8.24 **TIME AND EXTENSION FOR DELAY:**

The time allowed for execution of the works as specified in the Schedule - 'C' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The execution of the work shall commence within 15 days after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money/Security Deposit absolutely.

- 8.25 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.
- 8.26 If the works be delayed by
- (a) Force major, or
 - (b) Abnormally bad weather, or
 - (c) Serious loss or damage by fire, or
 - (d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
 - (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
 - (f) Non-availability of stores which are the responsibility of Corporation to supply, or
 - (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
 - (h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control.
- Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.
- 8.27 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 8.28 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
- 8.29 If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.
- 8.30 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.
- 8.31 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 8.32 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 8.33 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work

or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.

8.34 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.

8.35 **SETTING OF THE WORKS:**

The Engineer-in-Charge shall submit the information necessary to enable the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances required and set out the work and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

MATERIALS:

8.37.0 The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.

8.37.1 All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.

8.37.2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.

8.37.3 The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.

8.37.4 The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

8.37.5 All charges on account of Octroi, Terminal or Sales Tax and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

8.37.6 The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the

Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.

8.38.1 Materials to be supplied by the Corporation:

Materials to be supplied by the Corporation are shown in Schedule - A which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.

8.38.2 If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.

8.38.3 For the materials listed in Schedule-A, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.

8.38.4 The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.

8.38.5 All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

8.38.6 Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.

8.38.7 If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

8.38.8 Delay in obtaining materials by the Corporation:

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - A, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

8.39.1 GENERAL

Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.

8.39.2 Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to the use in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

8.39.3 Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the all-surplus materials originally supplied to him as per stipulation in the Contracts.

8.40.1 **LABOUR**

The Contractor shall employ labour in sufficient numbers to maintain the 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 completed his eighteen years of age.

8.40.2 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the 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 the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages 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.

8.40.3 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.

8.40.4 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.

8.40.5 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute 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.

8.40.6 The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of '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 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.

8.40.7 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.

8.40.8 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 Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.

8.40.9 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/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.

8.40.10 **Model Rules for Labour Welfare:**

The Contractor shall at his own expense 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 the protection of health and for making sanitary arrangements for workers employed 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.

8.40.11 Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

8.41.1 The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

8.41.2 In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licensor may impose conditions as:

- i) That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him
- ii) That such use or occupation shall not confer any right of tenancy of the land to the Contractor
- iii) That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- iv) That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.

8.42.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

SECTION-IX
ANNEXURE

SAFETY GUIDE FOR WORKS CONTRACTS
I N D E X

Sl. No.

1. Introduction
2. General Safety Provisions
3. Traffic
4. Safe Means of Access
5. Excavation, trenching and Earth Removal
6. Concreting
7. Demolition
8. Personal Protective Equipment
9. Painting
10. Lifting Machines & Tackles
11. Welding and Gas cutting
12. Grinding
13. Electricity
14. House keeping
15. Fire safety
16. Safety Work Permit
17. Work in Radiation Area
18. Work in and around Water Bodies
19. Medical Facilities
20. Safety Officer and Safety Coordinator
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23. Other Statutory Provisions
24. Safety of contractor's employees

Annexure : Guidelines and General Procedures
For supply and Use of Electricity at Site

Forms

1. Form for completion certificate
2. Application for Service Connection by Contractor

SAFETY GUIDE FOR WORKS CONTRACT

1. INTRODUCTION

Many of the works of Department of Atomic Energy at its various sites are executed by the contractors. During these works, contractor's personnel are likely to be exposed to different types of hazards. Similarly, unsafe acts of contractor's personnel may generate hazards for Departmental staff and/or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public. This guide is prepared to facilitate safe working during execution of contract works. It is hoped that units of DAE may issue this guide as a part of contract documents while awarding contracts.

2. GENERAL SAFETY PROVISIONS

2.1 The Contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the Project or Station. The Contractor shall comply with all applicable provisions of the safety regulations, cleanup program and other measures that are in force at the site.

2.2 The Contractor shall provide and maintain all lights, guards, fencing, warning signs, caution boards and other safety measures and provide for vigilance as and where necessary or as required by the Engineer or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols.

2.3 Adequate lighting facilities such as floodlights, hand lights and area lighting shall be provided by the Contractor at the site of work, storage area of materials and equipment and temporary access roads within his working area. The contractor shall obtain written approval of the Engineer to the lighting scheme and place of tapping prior to its installation.

2.4 The Contractor shall plan his operations so as to avoid interference with the other Departmental works, other Contractors or Sub-Contractors at the site. In case of any interference, necessary coordination shall be sought by the contractor from the Department for safe and smooth working.

2.5 The Contractor and his sub-contractor, if any shall comply with the instructions given by the Safety Engineer or his authorized nominee regarding safety precautions, protective measures, house keeping requirements, etc. The Safety Engineer with due intimation to Engineer shall have the right to stop the work of the Contractor, if in his opinion proceeding with the work will lead to an unsafe and dangerous condition.

Engineer shall get the unsafe condition removed or provide protective equipment at the contractors cost. The Contractor can employ his own Safety Engineer or nominate one of his officers for liaison with Departmental Safety Engineer for ensuring compliance of all safety rules. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safety.

2.6 The Contractor shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents.

2.7 The Contractor shall make elaborate safety arrangements and required supervision shall be there during execution of the job. In case of any fatal accident, fine or penalty will be imposed to the Contractor in addition to the compensation to be paid to the Victim as per the clauses mentioned elsewhere and/or prevailing safety rules. The amount of the penalty shall be decided by Committee of UCIL.

3. TRAFFIC

- 3.1 The contractor shall conduct his operations so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed.
- 3.2 When interference to traffic is inevitable, notice of such interference shall be given to the Engineer well in advance (at least 48 hours) with the details of start of the work and time required, storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads and obtain his clearance.
- 3.3 The Contractor shall, at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions or providing suitable temporary bye-pass around the obstructions. The Contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation, to the existing water supply, sewerages, power or telecommunication lines or any other services or works. The Contractor shall be required to provide and erect before construction, substantial barricades, guard-rails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by Engineer.

4. SAFE MEANS OF ACCESS

- 4.1 Adequate and safe means of access and exit shall be provided for all work places, at all elevations. Using of scaffolding members (avoiding a ladder) for approach to high elevations shall not be permitted.
- 4.2 Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short duration work as can be done safely from ladders. Ladder shall be of rigid construction having sufficient strength for the intended loads and made either of good quality wood or metal and all ladders shall be maintained well for safe working condition. An extra mazdoor shall be engaged for holding the ladder if ladder is not securely fixed. If the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder. The ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Ladders shall not be used for climbing carrying materials in hands. While climbing both the hands shall be free.
- 4.3 Scaffolding or staging more than 3.5m above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a standard guard rail properly attached, bolted, braced or otherwise secured at least 1.0m high above the floor or platform of such scaffolding or staging. The guard rail shall extended along the entire exposed length of the scaffolding with only such opening as may be necessary for the delivery of materials. Standard railing shall have posts not more than 2m apart and an intermediate rail halfway between the floor or platform of the scaffolding and the top rail. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. Scaffolding and ladder shall conform to relevant IS specification (IS:3696-1966). Timber/Bamboo scaffolding shall not be used.
- 4.4 Working platforms of scaffolds shall have toe boards at least 15cm in height to prevent materials from falling down.
- 4.5 A sketch of the scaffolding proposed to be used shall be prepared and approval of the Engineer obtained prior to start of erection of scaffolding. All scaffolds shall be examined by Engineer before use.
- 4.6 Working platform, gangways and stairways shall be so constructed that they shall not sag unduly or unequally and if the height of the platform or gangway or stairway is more than 3.5m above ground

level or floor level, they shall be closely boarded, shall have adequate width for easy movement of persons and materials and shall be suitably guarded as described in 3.3 above.

- 4.7 The planks used for working platform shall not project beyond the end supports to a distance exceeding four times the thickness of the planks used. The planks shall be rigidly tied at both ends to prevent sliding and slippage. The thickness of the planks shall be adequate to take load of men and materials and shall not collapse.
- 4.8 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing, the minimum height of which shall be 1.0m, along with 15cm high sheet obstruction at floor level along the railing.
- 4.9 Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 9m in length. For ladders up to 3m in length the width between side rails in the ladder shall in no case be less than 300mm. For longer ladders this width shall be increased by at least 20mm for each additional meter of length. Step spacing shall be uniform and shall not exceed 300mm.
- 4.10 Adequate precautions shall be taken to prevent danger from electrical lines and equipment. No scaffolding, ladder-working platform, gangway runs, etc. shall exist within 3 meters of any un insulated electric wire. Whenever electric power and lighting cables are required to run through (pass on) the scaffolding or electrical equipments are used, such scaffolding structures shall have minimum two earth connections with earth continuity conforming to IS Code of Practice.
5. EXCAVATION, TRENCHING AND EARTH REMOVAL
- 5.1 All trenches 1.2m or more in depth shall at all times be supplied with at least one ladder for each spacing of 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground.
- 5.2 The sides of the trench which are 1.2m or more in depth shall be stepped back to give suitable slope (angle of repose) or securely held by timber bracing, so as to avoid the danger of sides from collapsing. The excavated material shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances mining or under-cutting shall be done.
- 5.3 The Contractor shall ensure the stability and safety of the excavation, adjacent structures, services and the works.
- 5.4 Open excavations shall be fenced off by suitable railing and warning signals installed at night at well lit places so as to prevent persons slipping or falling into the excavations.
- 5.5 All blasting operations shall be carried out on the basis of procedures approved by Inspector of Explosives. All works in this connection shall be carried out as per IS Code of Practice. Barricades, Warning Signs etc. shall be placed on the roads/open area. Prior approval of such operation shall be obtained from Safety Engineer/Engineer of Works.
- 5.6
- a) For removal of earth from an earth mound a written permission shall be obtained from the Engineer In-charge of the work and the Engineer of the earth mound.
 - b) As far as practical, earth shall be removed mechanically.
 - c) Wherever manual removal of earth is involved, earth shall be removed from the top by maintaining the proper slope equal to the angle of re-pose of the earth.

- d) Such work shall be constantly supervised by the contractor's responsible person and frequently inspected by the departmental representative to ensure that no under-cutting is done.

6. CONCRETING

Shuttering and supporting structures shall be of adequate strength and approved by Engineer. This shall be ensured before concrete is poured. The procedure approved by Engineer shall be followed for mixing, transporting and pouring of concrete.

7. DEMOLITION

Before any demolition work is commenced and also during the progress of the work

- (a) All roads and open area adjacent to the work site shall either be closed or suitable protected. Appropriate warning signs shall be displayed for cautioning approaching persons.
- (b) Before demolition operations begin, the Contractor shall ensure that the power on all electric service lines is shut off and the lines cut or disconnected at or outside the demolition site. If it is necessary to maintain electric power during demolition operation, the required service lines shall be adequately protected against damage. Persons handling heavy materials/equipments shall wear safety shoes.
- (c) No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- (d) Entries to the demolition area shall be restricted to authorized persons only.

8. PERSONAL PROTECTIVE EQUIPMENT

All necessary personal protective equipment as considered necessary by the Engineer shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the Contractor shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipments are to be provided by the contractor at their own cost.

- (a) All persons employed should wear safety helmets inside the plant and construction site .
- (b) Workers employed on mixing asphaltic materials, cement and lime mortars shall use protective goggles, protective feet wear and hand gloves. Use of proper respirators shall be an advantage.
- (c) Persons engaged in welding and gas cutting works shall use suitable welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.
- (d) Stone breakers shall use protective goggles. They shall be seated at sufficiently safe intervals of distance.
- (e) Persons engaged in or assisting in shot blasting operations and cleaning the blasting chamber shall use suitable gauntlets, overalls, dust-proof goggles, boots and protective hood supplied with fresh air at the minimum rate of 9m³/hr.

- (f) All persons working at heights more than 4.5m above ground or floor and exposed to risk of falling down shall use safety belts, unless otherwise protected by cages, guard railings, etc. In places where the use of safety belts is impractical, suitable net of adequate strength fastened to substantial supports shall be employed.
- (g) All powered two-wheeler motorcycle and scooter drivers and their pillion riders shall wear crash helmets inside the Project/Plant sites.
- (h) When workers are employed in sewers and inside manholes, which are in use, the Contractor shall ensure that the manholes are opened and are adequately ventilated at least for an hour. After it has been well ventilated, the atmosphere inside the space shall be checked for the presence of any toxic gas or oxygen deficiency and recorded in the register before the workers are allowed to get into the manholes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards to prevent accidents. There shall be proper illumination in the night.

9. PAINTING

As per scope of work & Technical specification and drawing to be issued.

10. LIFTING MACHINES AND TACKLES

Use of lifting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions.

- (a) Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.
- (b) Every crane operator or lifting appliance operator shall be properly qualified. No person under the age of twenty one (21) years shall be in charge of any hoisting machine or give signal to operator of such machine.
- (c) In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension) the safe working load shall be ascertained and clearly marked. In case of lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No. part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. This shall be approved by the Safety Engineer.
- (d) In case of departmental machines, the safe working load shall be notified by the Engineer. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer, supported by a valid test certificate by the Competent Person.
- (e) Thorough inspection and load testing of lifting machines and tackles shall be done by a competent person at least once every 12 months and records of such inspection and testing shall be maintained.

- 10.2 Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced or lowered.
11. **WELDING AND GAS CUTTING**
- As per drawings to be issued.
- 12 **GRINDING**
- 12.1 All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.
- 12.2 Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal – in order not to exceed the prescribed peripheral speed.
- 12.3 Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal – in order not to exceed the prescribed peripheral speed.
13. **ELECTRICITY**
- Guidelines for providing temporary power supply at the site and general safety procedures for using electricity are given in the enclosed Annexure.
14. **HOUSE KEEPING**
- 14.1 The Contractor shall at all times keep his work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.
- 14.2 Welding and other electrical cables shall be so routed as to allow safe traffic by all concerned.
- 14.3 No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Engineer may require the Contractor to remove any materials which are considered to be of danger or cause inconvenience to the public. If necessary, the Engineer may cause them to be removed at the Contractor’s cost.
- 14.4 At the completion of the work, the Contractor shall have removed from the work premises all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements used/installed for his workmen on the site.
- 14.5 The Engineer has the right to stop work if the Contractor fails to improve upon the housekeeping after having been notified.
15. **FIRE SAFETY**
- All necessary precautions shall be taken to prevent outbreak of fires at the construction site. Adequate provisions shall be made to extinguish fires should they still break out.
- (a) Quantities of combustible materials like timber, bamboos, coal, paints, etc., shall be the minimum required in order to avoid unnecessary accumulation of combustibles at site.

- (b) Containers of paints, thinners and allied materials shall be stored in a separate room which shall be well ventilated and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be kept covered or properly fitted with lid and shall not be kept open except while using.
- (c) Fire extinguishers as approved by the Engineer shall be located at the construction site at appropriate places.
- (a) Adequate number of contract workmen shall be given education and training in fire fighting and extinguishing methods.

16. SAFETY WORK PERMIT

- 16.1 In order to ensure safety of work for hazardous operation (such as entry into confined spaces, welding/cutting on equipment/pipes where explosion hazard is present, works on high voltage and main medium voltage lines, blasting etc..) special **Safety Work Permits (SWP)** shall be raised. The SWP's shall also to be obtained for any other work as recommended by Safety Engineer.
- 16.2 The Contractor shall strictly ensure all the safety conditions and requirements stipulated in the Safety Work Permit. The decision of the Safety Engineer shall be final in this regard.

17. WORK IN RADIATION AREA

The Contractor shall follow the stipulated procedure regarding work in the radiation area and other works related with radiography.

18. WORK IN AND AROUND WATER BODIES

When the work is done near any place where there is risk of drowning, all necessary rescue equipment such as life buoys and life jackets shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work. Persons who do not know swimming shall not be engaged alone for any work where risk of drowning exists. Sufficient number of life buoys or life jackets shall be provided.

19. MEDICAL FACILITIES

- 19.1 The Contractor shall arrange adequate facilities for medical aid and treatment for his staff and workers engaged on the work site including the first-aid facilities if they are not available at the Project Site.
- 19.2 First-aid appliances including sterilized dressing, cotton wool and antiseptic cream shall be made available at readily accessible places at every work site. These shall be maintained in good order under the charge of a responsible person.
- 19.3 At large work places where hospital facilities are not available within easy reach of the works, first-aid posts shall be established and be manned by a trained compounder. An ambulance shall be available during the entire period of work for attending to injury cases.
- 19.4 Height pass shall be issued UCIL Safety Engineer to permit the workmen intended to work at heights without which they shall not be allowed to work.

20. SAFETY OFFICER/SAFETY CO-ORDINATOR

The Contractor shall have a Safety Officer or a supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of different safety requirements of the contract work. The person thus designated will in general co-ordinate with the Engineer on matters of safety and in particular ensure that the Safety Guide is complied with fully. His name shall be displayed on the Notice Board at a prominent place at the work site.

21. REPORTING OF ACCIDENT

21.1 All accidents leading to property damage and/or personnel injuries shall be reported to the Engineer immediately who shall inform SARCOP to be followed up with detailed accident reports in prescribed form.

21.2 Contractor shall also submit a monthly statement of accidents to Engineer by 4th of every month showing details of accident, nature of injury including disability, days lost, treatment required, etc., and the extent of property damage.

22. PUBLIC PROTECTION

The Contractor shall make all necessary provisions to protect the public. He shall be bound to bear the expenses for defense of every action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of any precaution required to taken to protect the public. He shall pay any damage and cost which may be awarded in any such suit, action or proceedings to any such person, or the amount which may be fixed as a compromise by any such person.

23. OTHER STATUTORY PROVISIONS

Notwithstanding the above clauses from 1 to 21 there is nothing in these to exempt the Contractor from the provisions of any other Act or Rules in force in the Republic of India. In particular all operations involving the transport, handling, storage and use of explosives shall be as per the standing instructions and conform with the Indian Explosives Act, 1884 and the Explosives Rules, 1983. Handling, transport, storage and use of compressed gas cylinders and pressure vessels shall conform with the Gas Cylinder Rules 1981 and Static and Mobile Pressure /vessels (Unfired) rules 1981. In addition, The Indian Electricity Act 1910 and Indian Electricity Rules 1956, the Atomic Energy Act, 1962, the Radiation Protection Rules 1971, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules, 1988 and various rules and Act related to mining shall also be strictly complied with.

24. SAFETY OF CONTRACTOR'S EMPLOYEES

The contractor shall at all times, take all reasonable precautions for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable additions, to the safety provision already including the safety requirements recommended by the V.T. Centre. Tummalapalle for a specific contract.

In the event that the contractor fails to comply with these provisions, the Engineer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any parts of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting office. The contractor shall make no claim for an extension of time or stoppage.

Contractors shall have a full time safety office/ Engineer when the contractor employs 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer

than 500 persons, his safety representative shall be employed in high supervisory capacity and his safety duties may be in addition to other technical or administrative duties.

Contractor shall have at least one person fully trained in first – aid present at the site of work all the times.

Contractor must report to the V.T. Centre, Tummalapalle through their Engineer-in-Charge every accident involving their personnel UCIL property or personnel Property or personnel of other contractors working on the site.

Contractor must report to V.T. Centre, Tummalapalle through 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-in-Charge, Location and Telephone No. where he can be reached

Contractor shall submit their investigation reports, through their Engineer-in-Charge, to V.T. Centre immediately but not later than three working days after the occurrence of accident in the Form – A (see Appendix – 2).

In the case of Type – B accidents (see Appendix – D), Contractor shall submit their investigation reports, through their Engineer-in-Charge, to V. T. Centre immediately but not later than three working days after the occurrence of accident in the Form – A.

Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form – B (see Appendix – B) and be sent to AERB by the seventh of next month.

Principal contractor shall report the man days lost and occurrence of accidents under the jurisdiction of sub-contractors.

Contractor shall submit a narrative report 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 problems.

APPENDIX – I

CLASSIFICATION OF ACCIDENTS

Type – A

1. Fatal Injuries
2. Serious Injuries such as fracture, dislocation, severe burns etc. necessitating hospitalization.
3. Any Injury to give or more persons
4. Accidents resulting in damage by fire, explosion etc.

Type – B

1. Minor Injuries, which result in abrasion, contusion etc.
2. **Disabling injuries but not requiring hospitalization.**

APPENDIX – 2

(F O R M - A)

ACCIDENT INVESTIGATION REPORT

- 1 Name of the contractor and Project :
- 2 Nature of the contract :
- 3 Name of the Engineer-in-Charge :
- 4 Name of Injured person :
- 5 Age :
- 6 Date and time of Accident occurred :
- 7 Nature of job :
- 8 What was the injured person doing on the time of accident :
- 9 Description of accident (in detail) :
- 10 What was defective or in wrong condition that was responsible for the accident ? :
- 11 What was wrong with working methods/instructions? :
- 12 What steps should be taken to prevent recurrence of such accident :
- 13 Name of the witnesses 1.
2.
- 14 Safety Representative's remarks with Signature and date :

ANNEXUREGUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE1. GENERAL

Following safety requirements shall be complied with before the Contractor uses the power supply.

- 1.1 The Contractor shall submit a list of licensed electrical staff to be posted at site.
- 1.2 It shall be the responsibility of the Contractor to provide and maintain complete installation on the load side of the supply point with regard to the safety requirements at site. All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the Departmental Engineer/Electrical engineer.
 - a) Indian Electricity Act, 1910
 - b) Electricity (Supply) Act, 1948
 - c) Indian Electricity Rules, 1956
 - d) National Electric Code 1985
 - e) Other relevant rules of Local Bodies and Electricity Boards.

After installation of the electrical power wiring works by the contractor, form of completion certificate as per IS:732 (Form SGCW-1) shall be submitted by the contractor duly signed by the authorized valid licensed electrical contractor and/or supervisor along with one copy of the contractor's license and/or competency certificate of supervisor issued by the electricity Board/Government Electricity Organizations as per the enclosure.

The power supply shall be regulated as per the terms and conditions of the supply of the respective electricity boards.

- 1.3 (a) For purposes of electrical load and power planning by the electrical section, the contractor shall furnish along with the tender, the estimated load requirement of electric power for the execution of the contract works in terms of maximum kilo Watt or KVA demand during various periods/months of the contract period along with the details of the construction electrical equipment/machinery with their individual load details and location/locations of power supply required for availing temporary electric power supply in the standard proforma enclosed (Form SGCW – 2).
 - (b) The electric power supply will generally made available at one point in the works site of the contractor by the department.
- (c) Where distribution boards are located at different places the Contractor shall submit schematic drawing indicating all details like size of wires, Over Head or cable feeders, earthing etc. the position and location of all equipment and switches shall be given.
- 1.4 The Contractor shall make his own arrangements for main earth electrode and tappings thereof. The existing earth points available at site can be used at the discretion of the Departmental Electrical Engineer with prior permission. Method of earthing, installation and earth testing results shall conform to relevant I.S Specifications (IS-3043).
- 1.5 All three phase equipment shall be provided with double earthing. All light fixtures and portable equipment shall be effectively earthed to main earthing.

- 1.6 All earth terminals shall be visible. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.
- 1.7 The Contractor shall not connect any additional load without prior permission of Departmental Electrical Engineer. For obtaining additional power required, test reports of the tests mentioned in (d) of Form SGCW – 1 shall be submitted.
- 1.8 Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However tapings from an earth bus may be done.
- 1.9 The entire installation shall be subjected to the following tests before energisation of installation including portable equipment:
 - a) Insulation resistance test`
 - b) Polarity test of switches
 - c) Earth continuity test
 - d) Earth electrode resistance.

The test procedures and their results shall conform to relevant IS Specifications. The Contractor shall submit a test report for his complete installation every 2 months or after rectifying any faulty section in the specimen test report. Once such test report for the complete installation shall be submitted before onset of monsoon.

2 **The following are provided for general guidance of the Contractor and shall be read as specific requirement, in addition to complying with Indian Electricity Act, Indian Electricity Rules and IS Specification.**

2.1 Installation

- a) Only persons having valid wireman's licence/competency certificate shall be employed for carrying out electrical work and repair of electrical equipment, installation and maintenance at site. The job shall be supervised by a qualified licenced Supervisor.
- b) Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating etc. Installation shall not cause any hindrance to movement of men and materials.
- c) Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant standards.
- d) The minimum clearance to be maintained for all overhead lines along roads and across roads shall be as per the statutory requirements as listed in clause 1.2 of Annexure.
- e) Grounding conductor of wiring system shall be of copper or other corrosion-resistant material. An extra grounding connection shall be made in appliances/equipment where a chance of electric shock is high.
- f) Electric fuses and/or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses be used in all circuits. For load of 5 KW or more earth leakage circuit breaker shall be provided in the circuits.
- g) Wherever cables or wires are laid on poles, a guard wire of adequate size shall be run along the cables/wires and earthed effectively. Metallic poles as a general rule, shall be avoided and if used shall be earthed individually. Anticlimbing guards and danger notices shall be provided on poles. Each equipment shall have individual isolating switches.

- h) Wires and cables shall be properly supported and an approved method of fixing shall be adopted. Loose hanging of wires & cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.
- i) Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing etc.
- j) All cables and wires shall be adequately protected mechanically against damages. In case the cable is required to be laid under ground, it shall be adequately protected by covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means.
- k) All armoured cables shall be properly terminated by using suitable cable glands. Multistranded conductor cables shall be connected by using cable lugs/sockets. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections will not be allowed.
- l) All cable glands, armouring and sheathing of electric cables, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.
- m) All the Distribution Boards, Switch Fuse units, Bus bar chambers, ducts, cubicles etc. shall have MS enclosures and shall be dust, vermin and water proof. The Distribution Boards, switches etc. shall be so fixed that they shall be easily accessible. Changes shall be done only after the approval of the Departmental Electrical Engineer.
- n) The contractor shall provide proper enclosures/covers of approved size and shape for protection of all the switch board, equipment etc. against rain. Exposed live parts of all electrical circuits & equipment shall be enclosed permanently. Crane trolley wires and other conductors which cannot be completely insulated shall be placed such that they are inaccessible under normal working conditions.
- o) Iron clad industrial type plug outlets are preferred for additional safety.
- p) Open type Distribution Boards shall be placed only in dry and ventilated rooms; they shall not be placed in the vicinity of storage batteries or otherwise exposed to chemical fumes.
- q) Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.
- r) In front of distribution boards a clear space of 90cm shall be maintained in order to have easy access during an emergency.
- s) Adequate working space shall be provided around electrical equipment which require adjustment or examination during operation.
- t) As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in work room where there is possibility of explosion hazard shall be explosion proof.
- u) All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulated, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed and the connections may be made in looping system. Electric starter of motors, Switches shall not be mounted on wooden boards. Only sheet steel mounting or iron frame work shall be used.
- v) All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired or broken holders, etc. shall not be used.

- w) Only PVC insulated and PVC sheathed wires or armoured PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Weatherproof rubber wires shall not be used for any temporary power supply connections. Taped joints in the wires shall not be used.
- x) The bulbs/lamps used for illumination and testing purpose shall have cover or guard to protect them from accidental breakages. Only 24V supply system shall be used for hand lamps etc., while working inside metallic tanks or conducting vessels.
- y) After installation of new electric system and or other extensive alternations to existing installations, thorough inspection shall be made by Departmental Electrical Engineer before the new system or new extension is put in use.
- z) Contractor shall ensure that power factor for their loads shall be maintained at 0.85. In case the power factor falls below 0.85, necessary capacitor units shall be provided by the contractor.

2.2 Operation & Maintenance

- a) All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in fire fighting, first aid and artificial resuscitation techniques.
- b) The supervisor shall instruct the workers in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- c) No material or earthwork shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- d) Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to Safety Supervisor and no system shall be energized without the clearance of safety supervisor.
- e) Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energised and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.
 - i) That there shall be no danger from any adjacent live parts and
 - ii) That there shall be no chances of re-energization of the equipments on which the persons are working.
- f) While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- g) When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would not 'freeze' to the conductor.
- h) Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet.
- i) Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.

- j) When two persons are working within reach of each other, they shall never work on different phases of the supply.
- k) When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
- l) It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
- m) While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/apparatus.
- n) Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- o) Power supply to all the machines and lighting fixture shall be switched off when not in use.
- p) Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the Contractor shall dismantle the distribution boards and the other facilities he may have erected.
- q) Unauthorized tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- r) No flammable materials shall be stored in any working area near the switch boards.
- s) Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- t) “MEN ON LINE” “DO NOT SWITCH ON” “DANGER” or “CAUTION” board as applicable shall be used during maintenance works on the electrical equipment.

2.3 Portable Electrical Equipment

- a) Portable electrical equipment shall be regularly examined, tested and maintained to ensure that the equipment and its leads are in good order. Register shall be maintained for inspection recording the testing dates and results of the equipments.
- b) All portable appliances shall be provided with three core cable and three pin plug. The third pin of the plug shall invariably be earthed. It shall be ensured that the metal part of the equipment shall be effectively earthed.
- c) All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case single length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch and socket.
- d) Flexible cables for portable lamps, tools, and apparatus shall be regularly examined, tested periodically and maintained to ensure safety.

FORM NO. SGCW – 1

FORM FOR COMPLETION CERTIFICATE
(Prescribed under Cl. 1.2 of Annexure)

I/We certify that the installation detailed below has been installed by me/us and tested and that to the best of my/our knowledge and belief, it complies with Indian electricity Rules, 1956 as well as IS:732-1963 code of practice for Electrical Wiring Installations. (System voltage not exceeding 650 Volts (Revised).

Electric installation at.

Voltage and system of supply

<u>a) Particulars of work</u>	<u>Number</u>	<u>Total load</u>	<u>Type of system of wiring</u>
i) Light Points			
ii) Fan Points			
iii) Plug Points (3 Pin)			
iv) Motors			
b) If the work involves installation of overhead lines and/or underground cable			

c) Earthing :

Description of earthing electrode, size of earth wire and number of electrodes provided:

d) Test results :

1. Insulation resistance for the whole installation :

- i. Between conductors
- ii. Between each conductor and earth

2. Resistance of earthing electrode or earthing system.

3. Maximum earthing resistance of installation _____

Signature of Supervisor
 Name and address of Supervisor

Signature of Contractor
 Name and address of Contractor

FORM NO. SGCW - 2**'A' APPLICATION FOR SERVICE CONNECTION BY CONTRACTOR****(Prescribed under Cl. 1.3 of Annexure)****(To be filled in triplicate)**

1. Name & address of Contractor :
 2. Reference to Tender & Work Order :
 3. Completion period :
 4. Connected load details (please attach details in separate sheet) :
 5. Max. demand anticipated :
 6. Nature of service connection required (whether single or three phase) :
 7. Place where service required :
 - a) Works :
 - b) Colony :
 8. If supply of electricity is free or chargeable (Please enclose extract of conditions from the tender) :
 9. Details of meter provided :
 - a) If meter required from the Department, whether SD is paid :
 - b) Details of SD (Security Deposit) :
 - c) Whether meter is tested or not, if tested, attach test report, if not, details of testing fee deposited. :
 10. Name of Supervisor/Electrical in charge of installation and maintenance :
 11. Electrical license No. of person mentioned against Col. 10 :
 12. Electrical safety appliances available for use. :
 13. Fire extinguishers available for :
 14. First - Aid facility/box available for use, if any. :
- Date : (Signature of the Contractor)

Name :

'B' CERTIFICATE BY THE CONTRACTOR

Certified that my/our installations have been carried out in accordance with T.E. Rules and that I/We have employed competent persons handle the installations.

I/We am/are agreeable to the bills, in respect of this service connections being raised on the basis the connected load furnished above, in case the actual consumption falls below the one stipulated by the tender conditions.

(Signature of the contractor)

Name :

Address :

Date :

'C' CERTIFICATE BY THE CONTRACT CONTROL ENGINEER

Verified the particulars and forwarded to the Engineer In-charge

(Signature of Contract Control Engineer)

Name :

Section : Civil/Electrical/Mechanical.

'D' CERTIFICATE BY THE ENGINEER

Certified that the particulars furnished by the Contractor are true to the best of my knowledge and belief and that I have satisfied myself as to the safe conditions of electrical installations for which the service connection is applied for.

Signature :

Name :

Date :

Designation with section :

'E' CERTIFICATE BY THE SAFETY ENGINEER

Certified that I have inspected the electrical installations referred herein and after satisfying myself about the safe conditions of the installation, I hereby recommend that the service connection be given to the contractor.

Signature of Safety Engineer

Name :

Date :

'F' AUTHORISATION BY THE ELECTRICAL ENGINEER

Service connection may be/may not be given for the reasons noted hereunder.

Signature :

Name :

Date :

Designation :

'G' 'REPORT OF COMPLIANCE'

Service connection is given by me on

a) Meter Nos.

- 1.
- 2.
- 3.

b) Initial readings :

- 1.
- 2
- 3

c) Locations :

- 1.
- 2.
- 3.

d) Meter sealings

Signature of Electrical Engineer
(Metering and Billing)

Name :

Date : Designation :

Note :

1st copy to Contract Control Engineer

2nd copy to Safety Engineer

And 3rd copy to Electrical Engineer



After all the formalities are completed and Report of compliance in (G) are filled up by the Electrical Engineer after power supply is given.

SECTION-X: PRICE FORMAT

Schedule of quantities for Carrying out Miscellaneous Unskilled workers at Mill House in Tummalapalle Plant area.

Schedule-A

Sl.No	Item Description	Number of workers to be deployed by the contractor per day. (a)	Present minimum wages (unskilled) (b)	Contractor's profit in percentage (%) (c)	Total Amount (X)
					$[(a*b*365*c/100)+(a*b*365*)]$
1	Deployment of unskilled workers daily for Twelve months (Male candidates only)	30	Rs.373.00		
2	Deployment of Semi skilled (as supervisor) worker daily for Twelve months (Male candidates only)	01	Rs.466.00		
TOTAL AMOUNT INCLUDING USW &SSW (Y)					
TOTAL AMOUNT INCLUDING USW &SSW WITH GST					
Schedule-B					
Sl. No.	Item Description	Qty. (e)	Unit	Unit rate (f)	Total Amount e*f
2	Safety gadgets				
a)	Gumboot	62	Pair		
b)	Hand gloves	124	Pair		
c)	Helmet	31	No.		
d)	Uniform (Shirt & Pant)	62	Set		
3	Medical Checkup {(X-Ray, ECG, Audiometric, Lipid profile, Blood test (sugar), Eye test)}	31	Worker		
Schedule-B : Total					
Total quoted amount by considering Schedule A&B					
Total quoted Amount including Note (L1,L2,L3 will be decided by considering this value)					

- Note: 1. Our requirement is 31(Thirty One) Mandays per day. 3.
2. Contractor should quote excluding Bonus, EPF on wages, ESI, GST, labour insurance, labour license as applicable will be reimbursed based on documentary evidences. Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on

production of documentary evidence.

Please Upload

All Documents

Properly with Self Attested