



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U 12000 JH 1967 GOI 000806)

GOGI

PO: Gogi, Taluk: Shahpur, Dist.: Yadgir, Karnataka-585309

Tele/Fax: 08479 240231, Cell No.9449011998/

E-mail: spanda@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.

Gogi Project: PO: Gogi, Taluk: Shahapur, Dist.: Yadgir,
Karnataka-585309
Tel/Fax: 08479 240231, Cell No.9449011998

NOTICE INVITING TENDER NO. UCIL/GOGI/P&A/ 01/2018 DATE: 26/12/2018

(E-Procurement)

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

TENDER DOCUMENT

F O R

**‘DEPLOYMENT OF 05 (FIVE) NOS. UN-SKILLED WORKERS FOR MISCELLANEOUS
JOBS AT GOGI PROJECT.’**

Technical Part (Part-I)



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NOTICE INVITING TENDER NO.: UCIL/GOGI/P&A/ 01/2018 DATE: 26/12/2018
(E-Procurement)

Job:

DEPLOYMENT OF 05(FIVE) NOS. UN-SKILLED WORKERS FOR MISCELLANEOUS JOBS AT GOGI PROJECT.

- a) Tenders (Technical Part & Price Part alongwith necessary documents) to be accepted through e-procurement website [http:// www. tenderwizard.com/ UCILEPROC](http://www.tenderwizard.com/UCILEPROC).
- b) To be uploaded their bids at UCIL e-proc site [http://www. tenderwizard.com / UCILEPROC](http://www.tenderwizard.com/UCILEPROC) upto 02.30 hours P.M on 28/01/2019
- c) Tenders will be opened in the presence of tenderers who may like to be present at 03.00 PM on 28/01/2019.

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PART – I: TECHNICAL

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I.	SPECIAL INSTRUCTIONS TO THE TENDERERS
II.	NOTICE INVITING TENDER
III.	ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER
IV.	GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR
V.	SPECIAL GUIDELINES FOR CONTRACTOR RESPONSIBILITIES AS PER DGMS
VI.	GUIDELINES FOR ENGAGEMENT OF LABOUR
VII.	SCOPE OF WORK
VIII.	SAFETY OF CONTRACTOR'S EMPLOYEES
IX.	PRICE FORMAT

SECTION-I**SPECIAL INSTRUCTIONS TO THE TENDERERS**

1. Tender should be submitted through e-procurement website only (www.tendarwizard.com/UCILEPROC) on or before 28/01/2019 up to 2.30 PM. Other mode of Tender document submission is not acceptable.
2. Tenderers are requested to submit the following:
3. i) Technical Part (Part-I) &
ii) Price Part shall be uploaded in e-procurement website www.tendarwizard.com/UCILEPROC
4. All the pages of tender document (Technical Part & Price Part) & required documents should be duly signed along with seal of tenderers and the same scanned copies shall be uploaded in e-procurement website without which tenders are likely to be rejected.
5. Parties fulfilling the terms and conditions of above tender may apply online through www.tenderwizard.com/UCILEPROC within the due date along with tender fee of Rs.300/-(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 furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
6. Offers should be accompanied by an Earnest money deposit of Rs.10,000/- failing which the offer shall be rejected. E.M.D shall be by way of 'demand draft' or 'bankers cheque' or 'BG' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc is to 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 the scan copy of DD, 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.
7. In case organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site. <http://www.tenderwizard.com/UCILEPROC> for exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) **provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs.** Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE Bidder /Tenderer their Bid /Tender shall not be entertained and shall be treated as rejected. 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.



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UCIL/GOGI/P&A/ 01/2018

Date: 26/12/2018

NOTICE INVITING TENDER NO: UCIL/GOGI/P&A/ 01/2018 DATE: 26/12/2018

(E-Procurement)

Open tenders are invited in two parts (Technical Part & Price Part) for execution of following works through e-procurement from reliable, experienced & reputed contractors.

1.	Name of Works & Plant	:	Deployment of 05(five) nos. Un-skilled workers for miscellaneous jobs at Gogi Project, Karnataka.
2.	Earnest Money Deposit DD/Bankers Cheque/BG	:	Rs.10,000/-
3.	Cost of Tender document	:	Rs.300/-
4.	Estimated Value of work	:	Rs.9,35,472.00
5.	Period of Contract	:	12 (twelve) months
6.	Starting date for commencement of uploading the Tender document	:	26/12/2018
7.	Last date of uploading & submission of completed bid.	:	28/01/2019 up to 2.30 PM
8.	Tender Opening Date (Part - 1)	:	28/01/2019 at 3.00 PM

- i. Tender (Technical Parts + Price Parts) shall be received from 26/12/2018 through e-procurement website <http://www.tenderwizard.com/UCILEPROC> up to 2.30 noon on or before 28/01/2019 and Technical part shall be opened at 3.00 P.M. on the same day i.e. 28/01/2019.
- 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 ([vizwww.tenderwizard.com/UCILEPROC](http://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 and 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.
- 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:

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria. PQ criteria cannot be altered at any stage, once it is mentioned in the tender documents.

a) Experience Criteria

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

- I. Three similar completed works costing not less than the amount equal to Rs.3.75 Lakhs.
or
- II. Two similar completed works costing not less than the amount equal to Rs.4.68 Lakhs.
or
- III. One similar completed work costing not less than the amount equal to Rs.7.49 Lakhs.

➤ Similar work means “Deployment of labours in private/public sector”

b) Financial Criteria

- I. Bidder must have achieved an average minimum financial turnover of Rs.2.81 lakhs or more during last three financial years ending on 31.03.2018 (i.e. 2015-2016, 2016-2017 & 2017-18).

The bidder shall submit documentary evidence by way of copies of similar work order & completion certificate, audited balance sheet including profit and loss account, PAN Card & GST registration 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 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 i.e. scan copy of the same must be uploaded along with Technical Part (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. 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 organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site. <http://www.tenderwizard.com/UCILEPROC> for exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs. Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE Bidder /Tenderer their Bid /Tender shall not be entertained and shall be treated as rejected. 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.

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. Technical part will be opened on 28/01/2019 at 3.00 P.M. in the presence of Tenderers who may like to be present. The uploaded Price part 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.

DGM (Civil)
For Uranium Corporation of India Limited

SECTION –III**ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER**

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. 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.
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.
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.
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.
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.
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.
8. Tender documents are not transferable.
9. In case organization is registered with MSME /SSI /NSIC units, proper and valid documentary proof shall be uploaded at UCIL e-proc site. <http://www.tenderwizard.com/UCILEPROC> for exemption from submitting Cost of tender fees /E.M.D. It may be noted that as per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro, Small & Medium Enterprises (MSMEs) **provided such MSMEs submit certified copy of Valid Certificate of Registration as MSMEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSMEs.** Kindly note that if these documents are not submitted with the Bid /Tender Document submitted by MSE Bidder /Tenderer their Bid /Tender shall not be entertained and shall be treated as rejected. 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.

10. 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.
11. 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-IV**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 (Engg.Serv.)/ DGM (Civil), 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 ± 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 If a tenderer fails to deposit the security deposit after acceptance of his tender, the sum deposited by him as earnest money will be forfeited.

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

10.00 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.

11.00 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 GatePass. 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.

- 12.00 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.
- 13.00 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.

SECTION-V
QUALIFICATION OF TENDERERS

I. PRE-QUALIFICATION CRITERIA:

PRE-QUALIFICATION CRITERIA:

The Tenderer who wish to participate in the Tender shall fulfill the following Qualifying Criteria. PQ criteria cannot be altered at any stage, once it is mentioned in the tender documents.

a) Experience Criteria

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

- I. Three similar completed works costing not less than the amount equal to Rs.3.75 Lakhs.
or
- II. Two similar completed works costing not less than the amount equal to Rs.4.68 Lakhs.
or
- III. One similar completed work costing not less than the amount equal to Rs.7.49 Lakhs.

➤ Similar work means “Deployment of labours in private/public sector”

b) Financial Criteria

- I. Bidder must have achieved an average minimum financial turnover of Rs.2.81 lakhs or more during last three financial years ending on 31.03.2018 (i.e. 2015-2016, 2016-2017 & 2017-18).
- II. The bidder shall submit documentary evidence by way of copies of similar work order & completion certificate, audited balance sheet including profit and loss account, PAN Card & GST registration along with bid, failing which tenderer will be disqualified.

a) CHECK LIST FOR DOCUMENTS TO BE 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.	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.		
5.	Copy of PAN Card.		
6.	Copy of GST Registration		
7.	Photo copies of work orders & completion certificates		
8.	Copies of balance sheet, P&L statement & Income Tax clearance certificate for last three financial years ending 31 st March, 2018		
9.	Any deviation from the tender shall be clearly mentioned, if any, under the heading "Deviation"		
10.	Blank Un-price schedule		

Note. All the above submitted documents are to be self attested.

SECTION-II**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 The Tenderer is required to deposit the Earnest Money at the prescribed rate in a separate envelope along with the tender document. **Tenders received without requisite Earnest Money Deposit as prescribed above, shall be summarily rejected.** No interest shall be allowed on the Earnest Money Deposit.
Requisite EMD shall be drawn in favour of “**Uranium Corporation of India Limited**” in the form of properly executed Demand Draft payable at State Bank of India, Pulivendula(Branch Code: 0989).
- 2.01 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(Engg.Serv.)/DGM (Civil), Uranium Corporation of India Limited.
- 2.02 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.
- 2.03 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.
- 2.04 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.
- 2.05 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.
- 2.06 If after the tender has been accepted, the tenderer fails to deploy the security guards within specified time the Earnest Money may be forfeited.
- 2.07 The Officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.
- 2.08 The memorandum, the form of tender and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled and completed in the office of the Corporation before the tender form is issued, If a form is issued to an intending Tenderer without having been so filled in and completed, he shall request the Corporation to have this done before he complete and delivers his tender.

- 2.09 Each of the tender documents is required to be signed by the person or persons submitted the tender in his/their handwriting in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to rejection.
- 2.10 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.
- 2.11 The contract will be valid for a period of twelve months with effect from the date of issue of work order. The contract period can be extended for further period of one year or part thereof on mutual consent, if necessary. However, even within the initial 12 months period, if the performance of the contractor is found to be poor, for example: poor performance to deploy workers for any reasons whatsoever attributable to the contractor; UCIL has the sole right to cancel the contract after giving prior notice of one month to the contractor.
- 2.12 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) Workman 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.

2.13 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.

2.14 **Furnishing fraudulent information / document:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder /contractor shall be debarred for a period of two (02) years from the date of detection of such fraudulent act, besides legal action.

2.15 **Registration for Provident Fund (PF):** In case the bidder does not have Provident Fund registration, then in the event of award of work, it will have to get itself registered for within thirty days of award of work. Otherwise bill would not be processed.

SECTION - III

CONDITIONS OF TENDERING

3.00 PREPARATION OF TENDER

- 3.01 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.
- 3.02 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.
- 3.03 The Tenderer shall submit his tender strictly in accordance with the tender specifications and terms and conditions laid down in the tender document.
- 3.04 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 submit the same in duplicate to **Manager (Pers.) /Addl.Suptd(Mines), Gogi** / any authorized person in UCIL, Gogi Project, Karnataka 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.
- 3.05 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.
- 3.06 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.
- 3.07 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.
- 3.08 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.
- 3.09 **SECURITY:-** The Tenderer (Whether his tender is accepted or not) shall treat the details of the Tender specifications and other documents attached thereto, as private and confidential. The Tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian Atomic Energy Act.1962 (X X X I I I of 1962) applied to them and shall continue so to apply even after award of the contract (Whether his tender is accepted or not).

FORMS

SECTION - IV,

4.01 **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

4.02

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 _____
 _____ calender 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. _____

SECTION-V

4.03 **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

1)

2)

General Manager (Engg.Serv.)
SIGNED & DELIVERED for and
on behalf of URANIUM CORPORATION OF INDIA LTD.

Authorized Signatory of the party with seal

SECTION-VI

4.05

SCHEDULE - BMATERIALS 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 : _____

4.06

SCHEDULE - D

Sl. No.	Category of Labour	Wage per day	Remarks
1	Skilled/ Semi skilled/ Unskilled Labour	Minimum wages to be paid as fixed by Chief Labour Commissioner (C), New Delhi/Asst.Labour Commissioner, Bangalore, Karnataka from time to time.	Contractor has to pay minimum wages.

Signature of Contractor: _____

Date : _____

4.07

SCHEDULE - F

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	:	05 %(five) percent
4.	Date of Commencement	:	Date of commence of work will be reckoned 07 day 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

- OO -

SECTION - VII, GENERAL CONDITIONS OF CONTRACT

5.00. **GENERAL CONDITIONS OF CONTRACT**

- 5.01. **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.
- 5.02. **CONTRACT LABOUR ACT:** According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract (Regulation & Abolition) General Rules, 1971, Contractors engaging 20 or more contract labour on any day are 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.
- 5.03. 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.
- 5.04. 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.
- 5.05. The Contractor shall not engage any person of less than 18 year of age & female candidates.
- 5.06. Work shall be carried out in General shift.
- 5.07. 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.
- 5.08. 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.
- 5.09. 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.
- 5.10. (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.
- 5.11. 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.

- 5.12. 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.
- 5.13. **Refund of Security Deposit:** Full security deposit shall be refundable to the Contractor on completion of the work as certified by Engineer-in-charge.
- 5.14. 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.
- 5.15. The contractor will have to pay labour wages through bank account only and photo copy of the same certified by the bank shall have to be submitted to the company as a proof.
- 5.16. 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.
- 5.17. 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).
- 5.18. All Administrative/ Local problems will be sorted out by the Contractor independently.
- 5.19. 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 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.
- 5.20. 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.
- 5.21. The contractor will have close co-ordination for day-to-day activity of this work. Workmen/Sweepers engaged for this work will report to I/C of respective area/Office on call immediately as & when required.
- 5.22. Register should be maintained for day to day observation & they should inform any happening to concern Engineer-in-charge.
- 5.23. The total strength of Security guards must possess sound health and physically fit to carry out Security duty at our tailing pond. The Agency must have financially sound and should be able to bear the minimum burden of salary and related statutory deposits of about 07 Security guards for at least one month through its own resources.
- 5.24. **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 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.

3.10 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.

CHECK LIST

- # 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 commencement / 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 jrnj 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		

5.25. **Model Rules for Labour Welfare**

- a) 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-charges shall be entitled to do and recover the cost thereof from the Contractor.

Failure to comply with model rules for labour welfare, Safety code or the provisions relating to report on accident and to grant maternity benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidation damages an amount not exceeding Rs.50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

- b) The Contractor shall not be permitted to enter (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 indicated by the Engineer-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 be a license subject to the following and such other terms and conditions as may be imposed by the licensor:-

- c) 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;
- d) that such use or occupation shall not confer any right of tenancy of the land to the Contractor;;
- e) That the Contractor shall be liable to vacate the land on demand by the Engineer- in-charge.
- f) 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 Contractor.
- g) 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-in-charge and make good all damage done to the site.

5.26. **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.

5.27. **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.

5.28. **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.

5.29. **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.

5.30. **Method of black listing vendors**

- a. 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.

- b. 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.
- c. 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.

5.31. **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.

5.32. **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.

5.33. **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.

5.34. **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 SavarkarMarg,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 expect 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

Section- VIII- SCOPE OF WORK: -**1.00 Deployment 05 (five) nos. un-skilled workers per day eight hours work excluding Sundays & holidays at Gogi Project, Karnataka.**

6.00 SECTION – IX SPECIAL CONDITIONS

6.01 **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.

6.02 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.

6.03 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.

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

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

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

6.07 Bonus, EPF on wages, ESI, GST, labour insurance, labour license & any other new taxes as applicable will be reimbursed based on documentary evidences.

6.08 It is mandatory that the contractor has ensured & submit all the remittances under various labour acts.

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

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

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

6.12 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.

6.13 The ruling prices for minimum wages is applicable (i.e. corporation will pay minimum wages) as prevail time to time based on notification by Chief Labour Commissioner (Central), New Delhi or Regional Labour Commissioner, Bangalore from time to time whichever is higher.

- 6.14 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 including GST Invoice & Remittance. Otherwise bill will not be processed.
- 6.15 If the contractor is failed to supply the committed numbers of workers daily, their contract may be terminated forfeiting their Security Deposit.
- 6.16 If the contractor is failed to supply the committed numbers of workers daily, their contract may be terminated forfeiting their Security Deposit & penalty will be imposed as follows:-

Sl. No.	Average labour supply per month excluding holidays & Sundays.	Penalty
1.	04 & above but less than 05 supply out of 05 labours	1% profit to be reduced
2.	03 to 04 out of 05 labour supply	3% profit to be reduced
3.	02 to 03 out of 05 labour supply	5% profit to be reduced
4.	02 or less labour supply	Contract to be terminated forfeiting Security Deposit.

Note: If quoted profit is less than penalty percentage, contract will be terminated or penalty amount to be paid from contractor account. In no case, contractor should deploy more than committed number of labours in a single day.

XXXXXXXXXXXXXXXXXX

SECTION - X

SAFETY OF CONTRACTOR'S EMPLOYEES
(WITH APPENDIXES)7.00.00 **SAFETY OF CONTRACTORS EMPLOYEES**

7.01.00 The Contractor shall at all times, take all reasonable precaution for the safety of employees, including these of sub-Contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Jaduguda for a specified contract.

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

7.02.00 Contractors shall have full time Safety Officer/Engineer when the Contractor employees 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 an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

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

7.04.00 Contractors must report to the Engineer-in-charge through their contracting officers every accident involving.

- their personnel
- UCIL Property or Personnel
- Property or Personnel of other Contractors working on the site.

7.04.01 Contractors must report to the Engineer-in-charge 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 number where he can be reached,

7.04.01.01 Contractors shall submit their investigation reports, through their contracting officer, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form-A (see Appendix-2)

7.04.02 In the case of type – B accident (see Appendix –1), Contractors shall submit their investigation reports, through their contracting officers, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident in the form – A.

7.04.02.01 Monthly summary of accidents and cases of fire shall be prepared by each Contractor in form-B. (See Appendix –3) and be sent to the Engineer-in-charge by the 7th of the next month.

7.04.02.02 Prime Contractor report shall include the man days lost and occurrence of accidents under the jurisdiction of the Sub-Contractors.

7.04.02.03 Contractors shall submit a narrative on safety activities and fire incidents for each month along with Form-B. The review should contain such items as personnel and programmed change, major project started and major problems.

- x - x -

APPENDIX - 1
CLASSIFICATION OF ACCIDENTS

TYPE – A

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

TYPE – B

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

APPENDIX - 2
(FORM - A)
ACCIDENT INVESTIGATION REPORTS

Name of the Contractor and Project	:	
Nature of the Contract	:	
Name of the Engineer-in-charge	:	
Name of the injured person	:	
Age	:	
Address	:	
Date and Time of Accident	:	
Place where the accident occurred	:	
Nature of job	:	
What was injured person doing at the time of accident	:	
Description of Accident (in details)	:	
Nature of Injuries	:	
What was defective or in wrong condition that was responsible for the accident	:	
What was wrong with working methods/ instructions	:	
What steps should be taken to prevent recurrence of such accident	:	
Name of the witnesses	:	1. 2.
Safety Representative's Remarks with Signature and Date	:	

APPENDIX - 3
(FORM - B)

SUMMARY OF ACCIDENT FOR THE MONTH OF _____

Name of the Contractor : Name of the Project :

Name of the Sub-Contractor : Name of the Safety Representative of the Project :

Total No. of persons working In the project : Male : Female :

Engineers :
Supervisors :
Labours :

Total No. of Accidents (including Type – A and B Accidents) :

Disabling Injuries :

Non-disabling Injuries :

<u>Agency</u>	<u>No.</u>	<u>No. of days lost/charged</u>
Machine :		
Handling Materials :		
Full of persons :		
Hand Tools :		
Fire/Explosing :		
Collapse of excavation Structure :		
Electric shock/burnt :		
Miscellaneous :		
Remarks :		

Date : _____

Signature of Safety Representative



URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U 12000 JH 1967 GOI 000806)

GOGI

PO: Gogi, Taluk: Shahpur, Dist.: Yadgir, Karnataka-585309

Tele/Fax: 08479 240231, Cell No.9449011998/

E-mail: spanda@uraniumcorp.in

Sample (to be filled & uploaded online)

PRICE BID:

Schedule of quantities for: Deployment of 05(five) nos. un-skilled workers for miscellaneous jobs at Gogi project, Karnataka.

Item No.	Description of item	Qty.	Unit	Minimum wages (Rs.)	Contractor's profit in percentage (%)	Total for 12 months
01	Deployment of 05 (five) nos. Unskilled workers per day Eight hours work excluding Sundays & holidays for a period of 12 (twelve) months.	1560	Man days	370.00		
Total						

Note :

1. EPF, GST, Bonus, labour insurance, ESI, labour license as applicable will be reimbursed based on documentary evidences.
2. Minimum wages W.E.F 01/04/2018 are as follows:-
Un Skilled – Rs.370.00
3. The ruling prices for minimum wages is applicable (i.e corporation will pay minimum wages) as prevail time to time based on notification by office of the Chief Labour Commissioner (C), New Delhi or Regional Labour Commissioner, Bangalore, Karnataka whichever is higher.
4. Tax (IT –TDS) shall be recovered from contractor's bill as per rule. i.e., contractor's rate should be including IT-TDS.

-X-

Declaration Sheet

I _____ hereby certify that all the data and information as furnished in this proposal are correct and true covered by our formal proposal No._____, dated _____. I hereby certify I am duly authorized representative of Tenderer whose name appears above my signature.

Tenderer's Name

Authorized representative's Signature

Contractor's intent : The Contractor hereby agrees fully to comply with the requirement and intent of this specification for the period indicated.

Authorized representative's Signature

:
: