



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

TENDER DOCUMENT

FOR

**EXTERIOR PAINTING OF POWER BLOCK / BOP AREA
MECHANICAL EQUIPMENTS**

UTILITY POWERTECH LIMITED
(A JV of Reliance Infrastructure Ltd & NTPC Ltd)
RGPPL Site.At & Po.Anjanwel.Tal Guhagar.
Ratnagiri Dt.Maharashtra:415703

Fax:02359-241122

Email:uplrgppl@rediffmail.com

DOC NO: NIT-303



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

Ref.: UPL/RGPPL/12-13/NIT-303

Date: 11/06/2012

To,

Name of the Agency: M/s.....

Address:.....

Contact Number:.....

Email id:.....

Sub: "Exterior painting of Power Block / BOP area mechanical equipment's".

Dear Sir,

1.0 The aforesaid tender documents consisting of the following documents are issued herewith:

- | | |
|--|-----------------|
| (a) General Conditions of Contract for Civil work. | : One Copy* |
| (b) Instruction to Bidder with Qualifying Requirements. | : Page No 3-5 |
| (c) N.I.T. | : Page No 6 |
| (d) Special condition of contract. | : Page No 7-11 |
| (e) Safety Obligations for all the contractors. | : Page No 12-18 |
| (f) General Terms and Conditions. | : Page No 19-20 |
| (g) Special Attention for Filling the Tender. | : Page No 21 |
| (h) Preamble to Bill of Quantity. | : Page No 22 |
| (i) Declaration. | : Page No 23 |
| (j) Tender Proposal. | : Page No 24 |
| (k) Observance of Labour Laws & Contractors liability. | : Page No 25-26 |
| (l) Letter of Undertaking. | : Page No 27 |
| (m) Statement of Deviations. | : Page No 28 |
| (n) Bill of Quantity. | : Page No 29 |
| (o) Scope of Work and Specification etc. | : Page No 30-32 |
| (p) List of Statutory | : Page No 33-36 |
| (q) General Environmental and Additional safety obligations. | : Page No 37-40 |

2.0 Bidders are requested to fill up the tender documents & submit the same to UPL duly signed & stamped on each page of the tender document.

The copy of BOQ and other documents should be submitted to UPL duly filled-in and signed.

3.0 Issue of bid documents does not automatically imply that the bidder is qualified for the subject tender. UPL reserves the right to reject the bid in case it is found at a later date even after receipt and opening of the bid or during evaluation of the bid that bidder is not meeting the stated qualifying requirements.

* GCC (Civil Works) may be seen by the intending bidder at our site office and shall be send to the bidder through email who ask for the same.

Thanking you
Yours faithfully,

RESIDENT MANAGER



INSTRUCTION TO BIDDERS

BIDDERS ARE REQUESTED TO READ CAREFULLY THE FOLLOWING AND COMPLY:

1. These instructions are over and above the instructions contained in the enclosed set of tender documents consisting number of pages.
2. Bidders must fill the letter of undertaking and Declaration Programme complete in all respect.
3. **No sub-letting of the work is allowed. Work under this contract, either full or any part of the contract shall not be assigned or sub-let without prior written permission and information of UPL.**
4. **Bidders must quote their rates inclusive of all taxes and Duties on works contract etc. except Service Tax. The bidder has to get them-self apprised of levy of Service Tax by Govt. of India vide Notification No. 7/2003-ST dtd. 20.06.2003 and Circular No. 62/11/2003 Dtd. 21.06.2003. Necessary registration / License is also required to be obtained in this regard. All the bidders should quote their rates EXCLUDING SERVICE TAX, which shall be payable extra subject to applicability of Service Tax, against documentary evidence/ invoice.**
5. Bidders must sign each and every page of the enclosed tender documents and submit the same in sealed envelope super scribing the NIT No., Name of Work, Bid Opening Date.
6. **QUALIFYING REQUIREMENTS :-**
 - 6.1 The average annual financial turnover of the bidder during the last three years ending 31st March 2011 (2008-09, 09-10, 10-11) should be at least **₹. 27,12,000/-**
 - 6.2 Bidder should have successfully completed/ executed similar work(s) during the last seven years ending last day of month previous to the one in which applications were invited, either of the following:
Similar works means the bidder should have executed Industrial Painting Jobs / protective coating jobs.
 - a) One similar completed work costing not less than **₹. 72,32,000/-**
OR
 - b) Two similar completed work costing not less than **₹.45,20,000/-**
OR
 - c) Three similar completed work costing not less than **₹. 36,16,000/-**
 - 6.3 Bidder should have independent valid **PF Code** Number.
 - 6.4 Bidder should have Permanent Account Number (**PAN**).
 - 6.5 Bidder should have **Service Tax Registration** in the State where work is to be executed.
7. **SUBMISSION OF BID :-**

The tender will be submitted in two parts.

 - 7.1 **Part-I Technical Bid:**
 - 7.1. i **First Envelope:** Shall consist of the requisite EMD along with Letter of Undertaking.
 - 7.1. ii **Second Envelope:** Shall consist of Technical Bid with both Technical & Commercial Deviation Statement (Performa provided with the Bid Documents) along-with all the papers of tender documents duly signed and stamped on each page by the bidder. In addition to above, the documents as stipulated in clause No. 6 for having fulfilled the qualifying requirement.



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7.2 **Part-II Price Bid/ BOQ:**

This shall consist of Price Bid only. The price should be quoted on the “Bill of Quantity” provided with the bid documents without any conditions or deviations.

8. **BID OPENING:**

First EMD envelop will be opened and then Technical bid envelope of only those bidders who have given requisite EMD, will be opened. Price bid will be opened after evaluation of Technical bid.

9. In case of acceptance of the bids, the successful bidder / bidders must enter into an agreement as per UPL Performa on NON-JUDICIAL STAMP PAPER of Rs. 100/- in DUPLICATE for contracts above Rs. 1,00,000/-. (Rupees One Lakh only)

10. Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be counter signed in full by the tenderer. In case of illegibility the interpretation of the Resident Manager / Tender Committee shall be final.

11. UPL reserves the rights to cancel this tender at any stage of the tendering and the bidder will not have any right for compensation of any type in such cases.

12. **Discrepancies And Adjustment Of Errors**

12.1 The several documents forming the contract are to be taken as mutually explanatory of one another. Detailed drawing being following in preference to small drawing, figures, and sketches, dimensions in preference to general conditions.

12.2 In case discrepancies between schedule of quantities and specifications and or the drawing the following order of preference shall be observed.

A1. Description in schedule of quantities.

A2. Particulars specification and special conditions if any.

A3. Drawings.

A4. General specifications.

12.3 If there are varying or conflicting provisions made in any of the documents forming part of the contract the accepting authority shall be the deciding authority with regards to the intension of the documents..

12.4 Any error in description, quantites or rates in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the whole or any part of the works comprised therein according to the drawing and specifications or from any of their obligations under the contract.

12.5 If on check differences are found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary the same shall be adjusted in accordance with the following rules.

a. In the event of discrepancy between description in words and figures quoted by tenderer the description in words shall prevail.

b. In the event of an error occurring in the amount column of schedule quantities as result of wrong extensions of the unit rates and quantities the unit rate will be regarded as firm and extension shall be amended on the basis of the rates.

c. All errors in totalling in the amount column and carrying forwards total shall be corrected.

d. The total of various section of schedule of quantities with amendment shall be carried over to the general summary and tendered sum amended accordingly. The tender sum to be altered shall be for the purpose of tender substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer .Any rounding off of quantities or in section of schedule of quantities or in general summary by the tenderer shall be ignored.



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Splitting of Work:

UPL reserve the right to split the work in whole or part among two or more bidders as the case may in the interest of the organization. The bidder will not have any right for enhancement of rates or any other compensation due to such split of work.

13. Income tax at all the applicable rates as per Income tax Act shall be deducted from Contractor's bill(s), unless exempted by Income tax department.
14. No condition regarding providing quarter shall be accepted for award of the contract.
15. Bidders attention is drawn to the fact that during the period of the bids are under consideration, the bidders are advised to refrain from contacting by any means ,UPL and/or their employees/representative on matters related to the bids under considerations and that,if necessary ,UPL will obtain clarifications on the bids by requesting for such clarifications in writing. As regards understanding and clarification on documents and specifications the prospective bidder requiring any clarification on documents and specifications the prospective bidder requiring any clarification sought by UPL shall be considered authentic if sought over the signature of Resident Manager.
16. VALIDITY OF OFFER:
- 16.1. The validity period of tender/offer including rates quoted shall be 180days from the date of opening of tender.
17. ALL entries shall be in **ENGLISH LANGUAGE ONLY**.
18. For any clarification regarding tender documents, contact Head (Contracts),UPL-RGPPL site.

Sign and Seal of the Agency.

Sign of RM-UPL



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Ref: UPL/RGPPL/12-13/NIT-303

Date: 11/06/2012

Sealed Tenders are invited on behalf of M/s Utility Powertech Limited for the work(s) as detailed below:

Sl. No.	NIT & DATE	Name of Work	Earnest Money(₹)	PART-I Tech. Bid Opening Date	PART-II Price Bid Opening Date	Tender Doc. Fee (VAT Inc.)	Contract Period
1	NIT-303 Dt:11/06/12	Exterior painting of Power Block / BOP area mechanical equipment's	1,80,800/-	26/06/2012	30/06/2012	1050/-	20 Months from the date of mobilization

Tenders consisting of EMD, Technical Bid & Statement of Deviation envelope (PART-I) and Price Bid envelope (PART-II) shall be received up-to **3.30 PM on 26/06/2012** as mentioned. PART-I shall be opened at **04:00 PM respectively** on the aforesaid date in presence of Tenderers or their representative(s) who may like to be present. PART-II (Price Bid) shall be opened only in respect of those bidders who meet the qualifying requirements of NIT. UPL takes no responsibility for delay, loss or non-receipt of Tender Documents sent by bidders.

In case, the date of tender opening happens to be HOLIDAY, the tender shall be opened on the next working day at the same time.

In terms of section 12 of Contract Labour (Regulation & Abolition Act, 1970) every contractor to whom this Act applies before commencement of work must obtain LABOUR LICENCE from the relevant Licensing Officer.

Such Labour License is to be submitted either to Manager (HR) or Resident Manager before commencing the work.

UPL reserve the right to cancel the tender(s) without assigning any reason.

Signature of Tenderer

Signature of UPL Representative



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RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

SPECIAL CONDITIONS OF CONTRACT

1. All the works shall be executed as per Technical Specifications and as directed by Engineer-in Charge/ Resident Manager as stipulated in the LOA/ Work Order.
2. Security Deposit at the rate of **10%** will be recovered from EACH R.A. BILL, which will be released after Completion of work as per General Conditions of Contract.
3. Wherever applicable, Income Tax as per rule on gross value of each bill unless exempted by Income Tax Officer, shall be deducted. Sales tax, if applicable shall be borne by the contractor.
4. Contractor will be paid one RA BILL per month as per actual measurements. The contractor is to take No Due Certificate (NDC) before raising the final bill from Engineer in charge and shift maintenance stores.
5. The work shall be started immediately on receipt of written order and shall be carried out speedily with proper workmanship and quality.
6. During the course of validity period of the contract, UPL may assign the said contract to any other agency, and said agency, being the assignee shall operate the contract and engagement for the purpose of execution .Supervision payment, extension/renewal etc on the same terms and conditions of the contract, and the contract shall have no right to rise any objection, whatsoever on assignment of contract by UPL.
7. **The Earnest Money shall be given in any of the following forms:**
 - 7.1 A crossed Demand Draft in favour of Utility Powertech Limited from any NATIONALISED OR SCHEDULED COMMERCIAL BANK payable at **chiplun**.
 - 7.2 A call deposit receipt duly pledged in favour of M/S Utility Powertech Limited.
8. **The Earnest Money shall be accompanied with “letter of undertaking” on non-judicial stamp paper of appropriate value on UPL prescribed format.**
9. The Earnest Money shall be made payable without any condition/ demure to the owner “ON DEMAND”.
10. In consideration of the owner opening and considering the tender for purpose of award of contract the Tenderer shall keep his tender valid for a period of (six) 06 months from the date of opening of the tender during that period the tenderer agrees not to vary, alter or revoke his tender either in whole or in part. If the tenderer varies the price and its terms and conditions during the validity period of the offer, then, the owner shall be entitled to forfeit the bid guarantee without any notice or proof damages etc. The tenderer shall submit tender as required in the contract documents along with ‘letter of undertaking’ in the Proforma enclosed in the bid documents.
11. The EMD/ Bid Guarantee of all unsuccessful tenderers except the successful tenderer, will be returned within thirty (30) days of finalization of the award of the Contract.
12. No interest will be payable by the owner/ UPL on the said amount covered under the Bid guarantee/ Earnest money/ Security deposit.
13. **THE EARNEST MONEY SHALL BE FORFEITED ON THE FOLLOWING GROUNDS:-**
 - a. On revocation of tender or;
 - b. On refusal to enter into a contract after the work is awarded to a contractor or;
 - c. If the work is not commenced after the work is awarded to a contractor.
14. a. The tenderers are required to quote their rate(s) inclusive of ALL TAXES AND DUTIES in respect of materials purchased and Incorporated by them in work. The rates shall also inclusive of all expenses such as tools and plants, labour etc...As the work awarded under this contract will be works contract sales tax on turn over/work contract levied under law becomes payable and therefore shall be included in their quoted rates. Maharashtra commercial Tax at the rate as applicable from time to time will be deducted at source. The bidders must get themselves get registered(if not already done) with the concerned sales tax authorities of Maharashtra Govt. and produce photo copies of sales tax registration certificates under relevant category without which,



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

no tender document would be issued. However if the contractors have the certain difficulties in complying with the above sales tax registration certification certificates shall be produced at the time of submission of their bids, without which their bids will not be considered for award. Further any liability arising out of non compliance of Maharashtra sales tax rules /directives or on account of cancellation of registration, if any reason whatsoever shall be to the contractor's account.

15. The completion period for this work shall be as given in scope of work.
 - a. The defect liability period for this work shall be 06 months from the date of delivery/date of completion.
 - b. Prices are FIRM AND NO ESCALATION shall be paid due to any reason whatsoever unless mentioned otherwise.
16. All incidental items not shown or specified but reasonably implied or necessary for successful completion of the work shall be provided by the contractor at his own cost. Decision of the Resident Manager will be final in this regard. However, the contractor shall execute any extra items, if necessary for completion of the work with prior permission of Resident Manager.
17. All tender papers should be duly signed and stamped on all pages and the proforma supplied should be filled in giving full information and submitted along-with the tender.
18. General Conditions of Contract shall form part of this tender irrespective of the fact whether it has been issued with tender documents or not. If it is not issued it would be referred to in UPL office.
19. Electric power for works will be supplied free of cost at one point only wherever RGPPL-LT line is existing. However, this shall be governed by **clause No. 48(a) of General Conditions of Contract**. The contractor should approach Resident Manager of the site for electric supply point(s) and all Electric connection circuits shall be drawn only with his approval. In case of non-compliance of the above, or in case of any mishap or accident occurring, Resident Manager shall be free to deduct any amount(s) as compensation at his absolute discretion.
20. Water for construction will be supplied free of cost at one point, wherever RGPPL raw water pipelines are existing. However contractor has to make his own arrangements for taking water supply from mains. In case pipelines do not exist near the construction site, contractor shall have to make his own arrangement for water supply at his cost.
21. In the restricted areas of power station no hot work such as welding, gas cutting etc. which may cause fire hazards shall be carried out unless valid gas safety /fire permit is obtained from the Resident Manager and necessary precautions are taken to avoid any risk of fire-hazards.
22. The contractor shall obtain authority/ license designated in this behalf under any applicable law/ regulations for conditions of the said authorization/ license.
23. UPL reserves the right to reject any or all the Tenderer without assigning any reasons thereof.
24. **Evaluation Criteria and Comparison of Bids:**
 - 24.1 Bid price shall mean the total price in his bid proposal schedule/ BOQ for complete scope of work. The cost compensation if any because of deviations taken by the bidder on the "Statement of Deviation" submitted with the bid/ tender or scope deficiencies as applicable will also be taken into account for the purpose of evaluation. The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation.
 - 24.2 The evaluation criteria over-rides all other similar related clauses appearing anywhere in the bid documents and such clause are deemed to have been modified to the extent stipulated above.
 - 24.3 **Cost Compensation for Declared Deviations:** Deviations specifically declared by the bidder in the Statement of Deviations only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Statement of Deviations. Such Prices declared by the bidders for the withdrawal of the deviation in the Statement of deviation shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal of deviations are not furnished by the bidder. UPL shall convert such deviations into Rupee value and add to the bid price to compensate for these deviations. In determining the Rupee value of the deviations, UPL will use parameters consistent



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

with those specified in the specifications and documents and/ or other information as necessary and available to UPL. If the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Statement of Deviations, the bid security of the bidder may be forfeited.

- 24.4. **Cost Compensation for Undeclared Deviations:** Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Statement of Deviations, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents.
- 24.5 Time is the essence of the contract and if the contractor fails to maintain required progress in terms of condition No. 13 of General Conditions of Contract or to complete the work and clear the site on or before the contract or extended date period of completion. Provision of clause No. 32 of General Conditions of contract shall be applicable.
Contractors working in Electrical and C&I areas should ensure renewal/ revalidation of Electrical License before expiry of the same to the Resident Manager and Contract Services Department for safe job execution and contractual requirement. In case of failure, action will be taken as deemed suitable as per GCC of UPL.
25. Over-writing on any part of the tender papers shall be countersigned by the bidders.
26. UPL will supply the spares required for the work if applicable, as per contract-terms. However, contractor has to make arrangements to transport the spares from RGPPL/ UPL stores, if required. UPL will arrange to issue and receive the spares from stores. The part removed from machines/ equipments should be accounted to Resident Manager after replacement with new spares.
27. No man/ materials/ equipments not covered by valid gate pass shall be permitted within the power-station area and no materials/ equipment shall be permitted to be taken-out of the power-station unless authorized by concerned authority. The contractor shall be held fully responsible for any delays/ losses/ damages that may result consequent on lapses that may occur on the part of his employees in this regard.
28. Materials to be supplied by the contractor as per scope of work, shall be of first quality/ ISI marked and of specified brand(s) only. It shall require approval of Resident Manager.
29. **All bidders should be registered with the Regional Provident-Fund Commissioner.** They are also required to give categorical, confirmation that they would cover the contract-labourers engaged by them as well as the sub-contractor for the purpose of provident fund benefits. On quarterly basis the PF-deduction form as token of having deposited the same, will have to be furnished to the Resident Manager.
30. The contractor with registered establishments may include in their books of accounts, the jobs undertaken by them and submit the returns to the Regional Provident Fund Commissioner giving details of names and particulars of employees engaged by them to their sub contractors and remit the deductions made from the payment due to them to the respective regional provident fund commissioner under the intimation to UPL.The contractor shall obtain "NO DUES CERTIFICATE" from the concerned Provident Fund Commissioner to the effect that all the obligations arising out of the implementation of the provident fund (Misc.Provisions) Act,. In respect of the contract labour engaged for this work are discharged satisfactorily, failing to which final payment shall not be released further, the contractor shall be responsible for the labour engaged by all his sub-contractors.
31. Wages shall be paid by the contractor to the workmen directly without the intervention of any jamadar or thekedar (middlemen) and the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by these middlemen from the wages of workmen.
32. UPL reserves the right to allow purchase preference, admissible under the existing policy of the Govt. of India, to bids from Central Public Sector Enterprises as well as joint ventures with Central Public Sector Enterprises with a minimum value added content of over 20% by the latter. The bidders may get themselves apprised of the relevant notification of the Govt of India



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RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

in this regard before submission of their bids. The bidders may also get apprised about the price preference to land oustees Co-Operative Societies.

33. Contractor should ensure that 80% of the workers are locals.
34. The bidders may visit the site and get themselves apprised of the said work before quoting the tender.
35. The Successful bidder shall attend all the meetings with the Engineer-in-charge, other contractors and / or consultants of UPL at their own cost, during the currency of the contract if a need so arises or directed by the Engineer – in- charge. Contractor shall also cooperate with such person and agencies involved during the discussions in the interest of UPL.
36. During the execution of the work in pursuance of the contract, the contractors shall at their own cost submit monthly report to the engineer-in-charge every month. Such progress shall be in the form, as may be required by the Engineer-in –charge and shall be submitted in at least three copies.
37. If the Engineer – in – charge is not satisfied with the rate of progress or the quality of the materials that have been used or the workmanship, the Engineer-in-charge may, by giving adequate notice, terminate the contract/agreement and call another contractor or employ daily labour to dismantle bad / substandard work if necessary, and to renew and complete the said work, and may pay the cost to such new contractor or daily labours for such dismantling / renewing or completion of work. If such cost be more than the original contract rates/amount, in such cases the differential cost will be charged to the original contractor.
38. Taxes if applicable will be deducted at source from contractor's running bill by UPL which will be deposited to appropriate Authority by the following month as per the applicable rates as notified by from time to time .
39. NOC from P&A department of UPL has to be obtained before submission of RA bills.
40. Payment sheet of payment made to workers has to be submitted to UPL before submission of RA bill by the contractor.
41. Recovery/payments of items deviated in BOQ items shall be regulated as per rate multiplied by pro rata of quoted lump sum to estimated lump sum.
42. Bid documents are not transferable.
43. Tenderer shall ensure submission of complete information/ documents in the first instance itself. UPL reserve the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information's.
44. UPL reserves the right to use in-house information for assessment of capacity of tenderer.
45. Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of UPL and the decision of UPL in this regard shall be final.
46. UPL shall not be responsible for any costs or expenses incurred by Tenderer in connection with the preparation or delivery of tender, including costs and expenses related with visits to the site.
47. **If the rates/ prices quoted by the successful bidder for certain items of the bill of quantities (wherever such rates/ prices have been called for in the bids) are found to be abnormally high or low in relation to the Engineers estimate of the cost of work to be performed under the contract, then UPL may require the bidder to produce detailed rates/ price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of those rates/price with the construction methods and schedule proposed. After evaluation of rate / price analysis, UPL may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect UPL against financial**
48. **loss in the event to default by the contractor under the contract, if award is placed on recommended bidder.**
49. The contractor shall ensure timely payments to the workers and shall not link the same with receipt of payments from UPL against monthly RAB's. Non compliance of this clause shall be reflected in the performance feedback report of the contractor.



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RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

50. Payment for the preceding month shall be made to contractor with in 21 days after getting up-to-date photocopies of wages sheet made to workers alongwith P.F. Challan showing name wise statements of P.F. contributions.
51. **Successful bidder (i.e, the bidders to whom work shall be awarded) shall have to agree to offer a suitable rebate to maintain lowest position to avoid the vitiation after final completion of the work.**
52. **Contractor shall comply all statutory benefits such as EL, Retrenchment, paid national holidays, PF employer's contribution, bonus, medical & safety etc. as per labour act & factories act to the workers deployed under this contract & submit copy of details to Resident manager.**
53. **Contractor will have to follow up the day-to-day work schedule as provided by Engineer-In-Charge. The contractor shall keep a competent authorized representative. The representative shall represent the contractor in his absence and all direction given to him shall be binding as if given to the contractor. He should give daily feed back to the Resident manager.**
54. **All other conditions which are not covered will be as per GCC of UPL.**

Sign and Seal of Agency.

Sign of RM-UPL



Note: Engineer-in-Charge has to take clearance from safety officer before start of work.

1.0 General:

- 1.1 The contractors shall comply the provisions of Factories Act 1948, any other statutory provisions applicable to them to ensure occupational health and safety, RGPPL electrical & mechanical safety rules and any other rules made by RGPPL relating with operation & maintenance of plants. The contractor shall make arrangements at all his work places for ensuring safety and absence of risks to health of the workers.
- 1.2 The contractor shall ensure that the equipments/ electrical installation system/ facilities are provided and maintained by him as required under various statutes. He shall also ensure testing/ examination of the equipments wherever required, in accordance with the provisions of the Factories Act or any other prescribed statutes. The record of such inspection/ testing and examination shall be kept at the site and shown to Engineer-in-Charge/ Safety-in-Charge on demand.
- 1.3 The contractor shall ensure that all floors steps, stairs, passages and gangways are to be properly maintained and shall be kept free from obstructions and substances likely to cause persons to slip and fall.
- 1.4 The contractor shall not remove any part of equipments (like guards etc) or gangways (like fencing, base etc.) or other systems without the permission of the Engineer-in-Charge. Wherever any guards/ other parts of the system are removed for repair, it will be provided back to its place, before any operation or use of the equipment. The contractor shall not hand-over/ allow operating these equipments till the guards are provided at its place.
- 1.5 In case any opening in gangway/ access etc. is caused due to removing any part of base for lifting of material or otherwise, either the opening shall be suitable fenced or suitable covered to prevent fall of any person in such opening in consultation with Engineer-in-Charge. Temporary fencing shall also be provided whenever required along-with appropriate caution boards, lighting etc.
- 1.6 The employee(s) employed by the contractor should be skilled/ competent in accordance with the job requirement to the satisfaction of RM/ Engineer-in-Charge. RM/ Engineer-in-Charge shall have a right to remove any employee of the contractor, whom he feels to be incompetent. The contractor shall deploy sufficient number of supervisors to ensure supervision to ensure supervision at all places of his work at all the times.
- 1.7 No person should be allowed to carry, lift or move any load so heavy which may likely to cause him injury as prescribed under concerned state factories rules.

2.0 Working at Heights:

- 2.1 All working platforms, ways and other places of O&M work area shall be free from accumulations of any material causing obstructions and tripping.
- 2.2 Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc. manned with trained personnel at the site of such work.
- 2.3 Every opening at elevation from ground level through which a worker, material, equipment etc. may fall at O&M work area shall be covered and/ or guarded suitably by the contractor to prevent such falls.



- 2.4 Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be accordance with BIS standards.
- 2.5 Wherever there is a possibility of falling of any material, equipment or workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS standards.
- 2.6 The contractor shall provide proper access like ladders etc. where the workers are required to reach higher elevations and ensure the workers use them as an access for higher elevations where a permanent access is not available. The workers shall be provided with safety belts fitted with suitable fall arresting system (fall arrestors) for climbing/ getting down through ladders to prevent fall form height.
- 3.0 **Openings:** The contractor shall ensure that vessel, sump, tank. Pit or opening in ground or in a floor which by reason of its depth, situation, construction or contains or may be a source of danger at his workplace shall be either securely covered or fenced and necessary measures for protection against falling materials/ objects or workers from such platform are taken by providing suitable safety nets, safety belts or other similar means.
- 4.0 **Fencing of Machinery:** The contractor shall not allow any worker to examine any part of the machinery or to carry-out the lubrication or other adjusting operation while the machinery is in motion. The workers working near the machinery in motion shall be provided with tight fitting cloths as required under state factories rules.
- 5.0 **Scaffoldings and Work Platforms:** The contractor shall take all precautions to prevent any accidental collapse of scaffolding or working platforms or fall of persons from scaffolding or working platforms. The contractor shall ensure that scaffolding erection and repairs are done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffolding/ work platform is erected. The material used for scaffold/ work platform should conform to the BIS standards.
- 6.0 **Confined Space:**
- 6.1 No person should be allowed to enter any chamber, tank, wet, pit, pipe, flue or other confined space at his work area in which any gas, fume, vapour or dust is likely to be present to such an extent as to involve risk to persons unless it is provided with a manhole of the required size or other effective means of egress. The contractor shall take practicable measures to remove any gas, fume, vapour or dust to bring it its limit within the permissible limits and to prevent any risk to the workers.
- 6.2 No portable electric light or any other electrical appliances of voltage exceeding 24 volts shall be permitted for use inside any chamber/ tank, wet, pit, pipe, flue or other confined space unless adequate safety devices are provided where the inflammable gases, fumes or dust is likely to be present.
- 7.0 **Handling of Hazardous Chemicals and Hazardous Waste:**
- 7.1 The contractor shall provide suitable personal protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids.



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)

RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

- 7.2 As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard/ boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.
- 7.3 The contractor will notify well in advance to the Engineer in Charge of his intension to bring to the site any container filled with liquid and gaseous fuel or explosives or petroleum substance or such chemicals which may involve hazards. The engineer in charge shall have the right to prescribe the conditions under which such container is to be stored handled and such instruction .The engineer in charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipments for which the material in the container is required to be used and if in his opinion if its use is not safe, he may forbid its use,. No claim due to such prohibition shall be entertained by the conditions to be provided for /constructed as per engineer in charge instruction. Further any such decision of Engineer In Charge shall not in anyway, absolve the contractor of his responsibilities, and in case use of such a container or entry thereof into the site area if forbidden by the Engineer in charge, the contractor shall use alternative methods with the approval of Engineer in charge without any cost implication to UPL or extension of work schedule.
- 7.4 Wherever it is necessary to provide and /or store petroleum product or petroleum mixture and explosive the contractor shall be responsible for carrying out such provision and /or storage in accordance with rules and regulations laid down in petroleum Act 1934,Explosives Act-1948, and petroleum and carbide of calcium manual published by the chief inspector of explosives of India, All such storage shall have prior approval of the Engineer-In Charge in case, any approvals are necessary from the chief inspector (Explosive) or any statutory authorities , the contractor shall be responsible for obtaining the same.
- 7.5 All equipments used in construction, maintenance and erection by contractor shall meet Indian/International standards and where such standards do exist, the contractor shall ensure these to be absolutely safe. All equipments shall be strictly operate and maintained by the contractor in accordance with manufacturer's operation manual and safety instruction as per guidelines/rules of UPL in this regard.
- 7.6 Periodical examinations and all tests for all lifting and hoisting equipments & tackles shall be carried out in accordance with the relevant provisions of factory act 1948, Indian Electricity act 1910 and associated laws / Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by Engineer in Charge or by the person authorized by him.
- 7.7 The contractor shall be fully responsible for the safe storage of his and sub-contractors radioactive sources in accordance with BARC/DAE in connection with use. Storage and handling of such material will be taken by contractor.
- 7.8 he contractor shall provide suitable safety equipment of prescribed standard to all employees and workman according to the need ,as may be directed by engineer in charge who will also will have right to examine these safety equipment's to determine their reliability, acceptability and adaptability.
- 7.9 Where explosives are to be used the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code. Practices/rules framed under Indian Explosives Act Pertaining to storage and use of the explosives.



7.9.1 The contractor shall not interfere or disturb electric uses, wiring and other electrical equipment belonging to the owner or the contractors under any circumstances, whatsoever , unless expressly permitted in writing by UPL to handle such fuses, wiring or electrical equipment.

8.0 Right to Stop Work:

8.1 The RM/ Engineer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/ or property, and/ or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly.

8.2 The contractor shall not be entitled for any damages/ compensation for stoppage of work, due to safety reasons and the period of such stoppage of work shall be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

9.0 Overhead Protection:

9.1 The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped for cordoned off or otherwise suitably guarded from inadvertent entry of any person.

9.2 Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with **BIS** standards.

10.0 Eye Protection:

The contractor shall provide suitable personal protective equipment to his workmen depending upon the nature of hazards and ensure their usage by the workers engaged in operations like welding, cutting, chipping, grinding or similar operations which may cause injuries to his eyes.

11.0 Electrical Hazards:

11.1 The contractor should ensure that all electrical installations/ equipments used in O&M work area comply with the requirements of latest electricity acts/ rules.

11.2 The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits, which may cause electrical hazards during the construction work. The contractor shall provide the sufficient ELCBs / RCCBs for all the portable equipments, electrical switchboards, distribution panels etc. to prevent electrical shocks to the workers.

11.3 The contractor should ensure use of single/ double insulated/ plastic body hand tools or low voltage i.e. 110 volts hand tools.

11.4 Wherever electrical & mechanical safety rules prescribe the contractor shall not undertake any work till the permit is obtained for the specific work in accordance with rules of Project Authorities.

12.0 Lifting Tools & Tackles:

The contractor shall use the lifting appliances, tools & tackles including cranes etc., lifting gear including fixed or movable and any plant or gear, hoists, pressure plant and equipment etc. are in good condition and examined by competent person and certified as per statutory requirements.



13.0 Medical Examination:

- 13.1 The contractor shall get the medical examination conducted of all his employees including his sub contractor employees working in hazardous areas once before the employment and thereafter once in every six months by a qualified medical practitioner as per the Factories Act, 1948 and concerned state factories rules. The necessary registers and records relating to the medical examination of all the employees should be maintained and shown to UPL RM/ Engineer-in-Charge/ Safety-in-Charge on demand.
- 13.2 If the contractor fails to get the medical examination conducted as mentioned above, UPL will have the right to get the same conducted by owner medical officer with intimation to the contractor and deduct the cost and overhead charges.

14.0 Safety Organization:

The contractor's site in charge, who is directly supervising the job should undergo minimum two days safety training at any reputed institute or at Project owner training center before start of the work and obtain the certificate. A copy of the certificate has to submit to RM/ Engineer-in-Charge of UPL/ Project Authorities.

15.0 Reporting of Accidents:

- 15.1 In case of any injury, the contractor shall send the injured person to owners/ Project Hospital/ Dispensary/ First aid centre, where the injured shall be given the first-aid treatment and the quantum of permanent disablement/ temporary disablement shall be assessed to ensure payment for compensation to be paid by the contractor to the victim.
- 15.2 In case the subsequent treatment is given in other than Power station/ Project hospital, the contractor shall submit full information about the treatment of injured persons including his address etc. till the injured person is certified fit by any Govt. / Project Hospital doctor. He shall submit such record to Safety Deptt. Within 15 days of certified fit by doctor as above.
- 15.3 The contractor shall report immediately about the serious injury/ fatality in his work area to the local police station, District Magistrate, safety officer-in-Charge and RM/ Engineer-in-Charge. Within 2 hours of occurrence he shall submit full details of accident in writing to safety officer-in-charge and RM/ Engineer-in-Charge on the prescribed format. In case of near miss accident/ minor injury, he shall report the same to safety officer-In-charge and RM/ Engineer-in-Charge immediately after referring the injured to Project Hospital/ Dispensary/ First aid centre.
- 15.4 Whenever asked by UPL/ Project Authorities, the contractor shall send his employees to depose in any enquiry arising out of any injury/ fatality/ loss etc. without any reservation.

16.0 Personnel Protective Equipments:

- 16.1 The contractor shall provide safety helmets, safety shoes, Gum boot, rain coats, hand gloves, safety goggles, ear plug, rain coat, etc. (All PPE's as per the requirements at site) to all his employees including contractor labour of his sub-contractor to prevent a danger of falling object. Whenever any worker is engaged on a work at a place from which he is liable to fall more than two meters shall be provided with safety belt equipped with lifelines, which are secured to a fixed structure. A competent person to ensure that no belt or lifeline that is not in good condition is used and shall examine all safety belts and lifelines at frequent interval.



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

- 16.2 Where the workers are exposed more than to the noise levels specified in the concerned state factories rules be provided with suitable ear plugs/ ear muffs so as to reduce the exposure below high noise level.
- 16.3 Personal protective equipments as prescribed in the factories act and/ or state factories rules, the contractor shall provide to the workers. In case the factories act/ state factories rules do not specify the personal protective equipments for the concerned work, the personal protective equipments prescribed by RM/ Engineer-in-Charge shall be provided by the contractor. The quality of the personal protective equipments shall be as prescribed in concerning Indian standards. In case the Indian standards do not exist for particular personal protective equipment, the approval of quality shall be obtained from RM/ Engineer-in-Charge/ Head of Safety. It will be the responsibility of the contractor to ensure that all his employees use these equipments without fail.
- 16.4 In case UPL officials find that the employees of contractors working in plant without use of appropriate safety equipments (personal protective equipments), UPL shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.
- 16.5 UPL/ Project Authorities may provide special personnel protective equipments like fall arrestors, safety nets etc on chargeable/ non-chargeable basis subject to availability to the petty contractors on his request to RM/ Engineer-in Charge in advance indicating total No. of items quantity and type of equipments required, provided this condition is specifically included in the contract conditions.

17.0 Training:

- 17.1 The contractor shall arrange to provide safety training to all his employees. Whenever asked by UPL/Project Authorities also, the contractor shall send his employees for safety training and for such day the contractor shall pay the employee average daily salary.
- 17.2 The contractor shall provide training on use of fire extinguishers and First aid to all his employees and records there-of shall be submitted to RM/ Engineer-in-Charge and head of safety of plant. The training may be provided independently or may be nominated to the programmes being organized by Project Authorities from time to time.

18.0 Penalties:

- 18.1 If the contractor fails in providing safer working environment as prescribed in General Conditions of Contract relating to safety and health or continue the work even after being instructed to stop the work by RM/ Engineer-in-Charge, the contractor shall be penalised @ Rs. 5000/- per day or part thereof till the instructions are complied with and so certified by the RM/ Engineer-in-charge. However, in case of accident causing major injury or fatal, the provisions contained below shall also apply in addition to the penalties mentioned in this clause.
- 18.2 If the contractor does not take all safety precautions and/ or fails to comply with the safety rules as prescribed by the employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the employer's employees or any other person who are at the site or adjacent thereto, the contractor shall be responsible for payment of penalty to UPL/Project Authorities as per the following schedule:



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

- a) For fatal accident/ injury causing death Penalty @10% of the contract value or Rs. 5 lakhs which ever is less for each fatal accident/ injury causing death.
- b) Major injury or accident causing 25% or more permanent disablement to workmen. Penalty @ 2.5% of contract value or Rs.1 lakh which ever is less for each disablement injury.
- 18.3 Permanent disablement shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there-under or any other applicable laws as applicable from time to time.
- 18.4 If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height, the RM/ Engineer-in-Charge/ Safety officer of UPL shall have the right to penalize the contractor for Rs. 200/- per person per day and such worker shall be sent out of the work place immediately and shall not be allowed to work on that day. Engineer-in-Charge/ Safety officer will also issue a notice in this regard to the contractor.
- 18.5 **Penalty for Rash Driving:** It is mandatory to drive vehicle at a speed not to exceeding 25 Km/hr within plant premises or housing colony. For exceeding the speed limits of driving in contravention to mandatory road safety norms, the contractor as well as the driver shall be penalized Rs. 500/- for each. If the violation continues the gate pass of the driver shall be cancelled. The contractor shall be asked to replace such driver.

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Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

GENERAL TERMS AND CONDITIONS

1. Payment of wages to workers should be carried out by 7th of the month and for this contractor should have sufficient funds to pay the wages even his bill (s) have not been paid.
2. Contractor shall maintain attendance register for their members/ supervisor working under him for this job. The Contractor shall distribute attendance card to their workers and put attendance on that at daily basis. The contractor shall disburse payment of their members in presence of EIC or authorized representative of EIC.
3. Contractor shall intimate to all his members and EIC at least 02 days in advance through a notice duly displayed on all relevant notice boards and on the office of the contractor regarding the date and time of payment.
4. The contractor shall ensure timely payment of the wages as per the provision of payment of wages act of Maharashtra Govt.
5. In case UPL receives any written complaints from worker(s) regarding nonpayment of wages, the amount payable to them will be recovered from the contractor's bill and will be paid to them. In case, the contractor further fails to pay the wages to workers, UPL will make such payment to the workers at the risk & cost of contractor and charge 10% administrative overhead charges from the contractor on this account and may forfeit his security deposits also.
6. The contractor shall have to pay wages to his laborers not less than the minimum wages prescribed for such labour in registered factory under minimum wages act. On account of working on national holidays i.e. 26 January, 15 August, & 2 October, Contractor should pay one extra minimum wage to his laborers.
7. **No request for advance payment shall be entertained.**
8. CONTRACTOR SHOULD OBTAIN NO OBJECTION CERTIFICATE FROM P&A DEPT. OF UPL FOR PROCESSING THE 1ST & FINAL RA BILLS.
9. The awarded rates will be inclusive all service charges, overall profits, safety, medical expenses, T&P, consumables, Labour license, workers insurance, employer's contribution of provident Fund, extra payment on account of NATIONAL HOLIDAYS etc.
10. Contractor has to make the gate passes and insurance well in advance (at least 3 days) before the commencement of work.
11. Contractor shall strictly follow the restrictions for deployment of women and child labour as observed under the factory act and other prevailing laws of land. No child labours will be allowed to work.
12. The contractor and his workers shall have to follow all safety rules while working, so as to ensure that there is no accident which may cause loss of life or damage to UPL's/ RGPPL's property. Any liability arising out of it will solely be the responsibility of the contractor. For this purpose contractor has to provide proper safety training and instructions to workmen, working under him and ensure proper use of safety equipment's by them.
13. The supervisors employed by the contractor should have required technical knowledge and communication skill to get the job done and should know about the scope of work of their respective areas.
14. The contractor shall employ workers capable to do such type of job as described in scope of work, before starting the work, contractor has to submit list of the workers, indicating how many of them are landoustees/locals, to Engr-in-Charge and shall present the workers for inspection. Contractor shall remove any worker(s) from the work whom in view of engineer –in-charge misconduct himself or is incompetent or negligent in performance of his duties. Such persons shall not be deployed again without the permission of Engr.in-charge.
15. During emergencies, the Engr. In charge shall have option to get the work done from the contractor in area other than that specified under the scope of work.
16. The contractor has to attend any emergency work on short notice whenever required.



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)

RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

17. It is the responsibility of the contractor to give weekly off and other holidays as per rules to the workers engaged by him. However, deployment of adequate resources on all days round the clock, including Sundays and holidays, is to be ensured by him. In case of emergency, the worker can be deployed anywhere in the station.
18. UPL reserves the right to increase/ decrease the quantum of jobs to be performed in various parts of the scope of work. The contract value shall be increased/ decreased on pro-Rota basis for such changes. However, the payment for any part of the work will be made as per actual execution work.
19. All the workers deployed by the contractor must be covered by group insurance scheme against any accident if occurred while carrying out the job. Group insurance policy is to be shown to EIC and photocopy of the policy has to be submitted to the Engineer-in-charge before start of work.
20. All the tools and tackles and consumables are to be brought by the contractor at his own cost.
21. This work or a part thereof may be suspended at the discretion of UPL depending upon the requirements. Similarly if unit is taken under shutdown/ overhaul, the EIC may ask the contractor to stop the work or to regulate the work as per actual requirement.
22. UPL may terminate the contract by giving 10 days advance notice to the contractor. But if the contractor desires to cancel the contract, the contractor shall have to give a written notice of ONE month advance to the management of UPL. But such termination (on contractor's request) will be done at the risk and cost of contractor and all their deposits will be forfeited (EMD/SD/etc)
23. The performance of the contract will be reviewed by the management of UPL, if found unsatisfactory, the contract shall be terminated at any point of time without assigning any reason to the contractor and the security deposit shall be liable to be forfeited.
24. In case of dispute regarding the scope of work the decision of Engineer-in-charges shall be final & binding. However, in case of a dispute, which is not specifically covered within this contract, shall be referred to the sole arbitration of CHIEF EXECUTIVE, UPL, whose decision shall be final and binding.
25. Contractor will be completely responsible for the conduct and discipline of his labour / Munsii/ Supervisors including themselves during the tenure of the contract and in case of any misconduct or indiscipline on their part, immediate action will be taken to terminate the contract without any reference to the contractor.
26. Contractor should take over the work as it is basis and start the work from scheduled date and time of work and UPL will have no responsibility to hand-over the area of work cleaned.
27. **DOCUMENTS TO BE SUBMITTED:**
 - a. A declaration certificate stating that the contractor does not have any pending wages except for the immediate running month made to the labour to be submitted by the contractor to the EIC every month at the time of raising bill.
 - b. Wherever applicable, Contractor should produce proof of payment of Royalty for various mining materials such sand, moorum, earth, aggregate boulders, bricks etc used in the works by them while claiming RA bills/ payments. No extra payment shall be made on this account.

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Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

SPECIAL ATTENTION FOR FILLING THE TENDER

The tenderer are requested to carefully read the following instruction before filling the tender. Tenders not complying with these requirements shall run the risk of rejection.

1. Complete tender documents including covering page and drawing should be submitted at the time of tendering.
2. The tenderer must sign and stamp each page of the tender documents.
3. Tender **MUST NOT** make any alteration/modification if any of the conditions of language or quantity unit rate of any item of bill of quantity. If some clarification deviation is sought /given the same should be brought out separately in duplicate.
4. No condition should be given on the quotation page.
5. All the rates shall be quoted on the tender forms only.
6. Tenders should be quoted in figures as well as in words for rates each item of tender. The amount for each item should be worked out and requisite total given. Special care shall be taken in writing rates in figures as well as words and amount in figures the word Rupees should be written both in figures the words "PAISE" after the decimal figures e.g..Rs.21.51 and in case of words. The words "Rupees" should precede and words "Paise" should be written at the end unless the rate is in whole Rupees and followed by the word only. The rate should invariably be upto two places of decimal. The tenderer should mention total of each sub-head for item portion of the tender.
7. Tenderers are requested to visit/examine the work site to study actual quantum of work and site conditions etc. which may influence or affect, before submitting the offer.
8. Contractor must update their knowledge of prevailing Govt.Minimum wages for different categories of workers before filling the tender documents.
9. A tenderer shall submit the tender which satisfies each and every condition laid down in different pages of tender documents failing which tender will be liable to be rejected.
10. Tender/bids and EMD should be submitted in separate sealed envelopes subscribing NIT BOD date, name of the party, Name of the work etc...
11. **TENDERS/BID NOT ACCOMPANYING WITH THE REQUISITE EMD IN A SEPARATE SEALED COVER / ENVELOPE OR BIDS ACCOMPANIED INADEQUATE VALUE OF EMD OR NOT IN ACCEPATBLE FORM SHALL NOT BE ENTERTAINED AND IN SUCH CASES BIDS/ TENDERS SHALL BE RETURNED TO THE BIDDERS/TENDERERS WITHOUT BEING OPENED.**
12. Not understanding anything mentioned in the tender documents the bidders should clarify the same before submission of offer or else. It will be presumed that nothing is left to be clarified to the bidder.
13. Transfer of tender documents purchased by intending tenderer to any other bidder firm is not permitted.
14. Bid documents are issued to prima – facie qualified parties. However such issue of bid documents will not automatically mean that bidders are qualified. These will be reviewed at the time of evaluation also.
15. Conditions/deviations, if any form the tender terms and conditions, scope etc..., should be brought out separately in terms of financial implications not only in words or in terms of Physical parameters. The company at its discretion may not otherwise accept any other form of deviation and evaluate the offers as deemed reasonable.
16. Contractor quoting bids of non workable prices which prima facta do not ensure payment of minimum wages as per act,PF,insurance,safety appliances, Medical First aid,S.Tax and I. Tax are likely to be disqualified.

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Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)

RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

PREAMBLE TO BILL(S) OF QUANTITIES/SCHEDULE OF ITEM OF WORK:

1. The bill(s) of quantities is/are to be read in conjunction with the form of tender, general & Particular Specification, General & Special Conditions of contract & Drawing etc. These documents shall be jointly complimentary to each other and are explanatory and descriptive of the work involved in the contract.
2. Tenderer's are advised to go through the tender provisions carefully and quote their rates taking into account all the various provisions and factors incidental there upon. No claim shall be entertained at a later date on any assumption(s) made by tenderer which are not specifically brought out by tenders at the time of submission of tender.
3. The drawings, if attached with these documents are for the purpose of tender only, giving the tenderer the general idea of the nature and extent of works to be executed. The rate(s) quoted by the tenderer shall be deemed to be for execution of work in accordance with construction drawings (to be supplied later) as per the General Conditions of Contract(s) taking into account the design aspect of these drawings.
4. The rate inserted in the bill (s) of quantities shall also be deemed to be for the full inclusive value of the work described under several items including all costs and expenses which may be required for the construction and full protection to the work described, together with all general rates involved liabilities and obligations set forth or implied documents on which the tender is based.
5. The quantities of work shown in the bill of quantities (ty) are/is approximate and shall not be considered to be limiting the scope of work in any way. Work shall be measured on completion and paid at the rates quoted in bill of quantity/ies under the relevant item of work.
6. General Conditions and description of work and materials given elsewhere in the tender documents are not necessarily repeated in the bill(s) of quantities.
7. Unless otherwise specified in the description of items of work in bill(s) of quantities, the rate quoted by the tenderer shall be for all heights and depths.
8. The tenderer will be held to have visited the site before submitting his tender and to have examined for himself the conditions under which the work will be carried out, including local conditions affecting labour ,labours and materials procurement and to have studied the items of bill of quantities, the specifications and the drawings and to have satisfied himself that the rates quoted by him/them provided for all minor accessories and contingent services necessary for the work described even though they are not specifically defined therein, Where the specifications for item of work to be executed under this contract are not available in these documents the latest I.S. specifications and code of practice shall be followed.
9. Wherein the tenderer finds difficulty in understanding implications of any of the provisions in the tender documents he should get the clarifications required by him from the authority issuing the tender documents before submitting the tender. No claim shall be entertained at a later date for any assumption/presumption made by him.
10. The technical specifications for this work have been attached with these documents. They form the part of this tender. It will be taken that the specifications have been read and examined and no claim on this accounts shall be entertained at a later date.

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Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

DECLARATION

(TO BE FILLED IN BY THE TENDERER, SIGNED AND SUBMITTED ALONGWITH TENDER PAPERS)

I/ We hereby declare that I/We or partners or Directors of our concern do not have any such person under my/our employment who has retired / resigned / removed / dismissed from UPL during the last two years.

OR

I/ We hereby declare that I/We or partners or Directors of our concern have the following under my/our employment who has/have retired/resigned/removed/dismissed from UPL during the last two years.

Table with 3 columns: SI. No. NAME OF PERSONS, DATE OF LEAVING, REASON FOR LEAVING UPL

I/ We hereby declare that I/ We or partners or Directors are not related to any employee of UPL.

OR

I/ We hereby declare that the following persons employed in UPL any other UPL Project/ Station are related to me/ us or partners or directors of our concern as per details indicated.

Table with 4 columns: SL. NO., NAME OF PERSON, DESIGNATION & NAME OF PROJECT OR OFFICE OF UPL AS ABOVE, RELATIONSHIP

NOTE:-The near relative shall include wife, husband, parents and Grand parents, children & Grand Children, Brothers & Sisters, Uncles, Aunts & Cousin and their corresponding in-laws.

WITNESS:

SIGNATURE

(SIGNATURE OF TENDERER) NAME

NAME: 1. please tick whatever is applicable and Delete/ cut whatever is not applicable

PLACE: 2. Please attach extra sheet, if required.

DATE :



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

TENDER PROPOSAL

Tender Proposal Ref: NIT-303 Dated: 11/06/2012

Tenderer's Name & Address: _____

Phone No.: _____

Telex No.: _____

Gram : _____

To,

Dear Sir,

Sub: Exterior painting of Power Block / BOP area mechanical equipment's.

Due for opening on 26/06/2012 against your Notice No. NIT-303 Dt: 11/06/2012

We, the undersigned bidder having read and examined in details the tender documents for the subject work to be carried out against your above referred tender inquiry do hereby submit this proposal. We declare that the letter of award if awarded to us shall be strictly executed in accordance with your tender document except for the variations and deviations, all of which have been detailed out exhaustively in the deviations scheduled and attached to the proposal. We agree that any additional conditions if found in the proposal other than those stated in deviations schedule except those pertaining to any rebate offered shall not be given effect to. We also confirm that our offer shall remain valid for a period of 180 days from the date of opening of the tender.

We further, confirm that the price schedule has been fully filled, signed and stamped and has been enclosed with this proposal. We also confirms compliance with the completion period indicate in the tender notice /documents.

Thanking you,

Yours faithfully,

Name: _____

Designation: _____

Signature: _____

Company Seal: _____



OBSERVANCE OF LABOUR LAWS AND CONTRACTORS LIABILITY

1. The contractor shall comply with the provisions of all labour laws applicable & in particular comply with the provisions of the contract labour (Regulation & Abolition Act, Minimum Wages Act, Workman's Compensation Act, etc.)
2. The contractor shall be liable to pay all wages/amount to all workers so supplied as per the provisions labours laws in force from time to time & in case, UPL, as principal employer, is held liable to pay any contributions/money etc. to any person or authority or Government under the Provisions of any law or by an order of the Competent Authority/Court, in respect of this contract or worker so supplied, the Management of UPL shall have right to deduct such amount from the bills/security deposit or otherwise recover from the contractor. The contractor shall be responsible to reimburse such amount to UPL on demand and without any demure, reservation, contest or protest.
3. The contractor shall at all time indemnify the Company against all claims, damages or compensation under provisions of payment of wages act. 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938. The workman's Compensation Act, 1923, Industrial Dispute Act, 1947 & the Maternity Benefit Act, 1961, Employees Provident Funds & Miscellaneous Provision Act, 1952 & or any modifications therein or any other law relating thereto & rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in your employment or not save any except where such accident or injury has been resulted from any act of Company, his agents or servants &also against all costs, charges &against all sum or sums which may with your consent be paid to compromise or compounds any such claim. Without limiting the obligations & liabilities as above provided contractor shall insure against all claims, damages or compensations payable under the workman's Compensation Act, 1923 or any modification there of or any other law relating thereto.
4. The contractor shall prove to Resident Manager from time to time that contractor has taken out all the insurance policies referred to above & have paid the necessary premiums for keeping the policies alive.
5. The aforesaid insurance policy/policies shall also show that UPL as assured beneficiary along with the contractor, one photocopy of which should be submitted to E-I-C.
6. The contractor will abide the rules of minimum wages of Govt. for payment of wages to the workers deployed for work.
7. All safety gadgets as safety helmets, belts, handgloves, etc.. will be provided to workers by the contractor and all safety precautions will be taken by contractor while executing the work as per norms and rules of National Safety Council at his own cost.
8. All expenses for medical assistance /aid to the workers will be borne by the contractor.
9. Tenderer should be registered with Regional Provident Fund Commissioner concerned or give an undertaking that he would cover the contract worker engaged by them as well as their sub contractors for the purpose of provident fund benefits. Copy of documentary evidence in support of registration with Regional Provident Fund Commissioner with code No. as per the provisions of Provident fund act is to be submitted to UPL.
10. Tenderers will submit the copy of the licenses under the contract labour (R&A) act, 1970 and inter state migration at work on regulation of employment and conditions of service tax 1979 issued by appropriate authority and copies of remarks if applicable.
11. The contractor will submit documentary evidence related to labour laws minimum wages act employees state insurance scheme etc..
12. Tenderer will submit a copy of Income Tax, or sales tax clearance certificate and will furnish a PAN no. with Income Tax ward, Range and District where assessable/Assessed.
13. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the in charge of the contractor has agreed to their cancellation..



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

14. The contractor shall be responsible for compliance of the various statutory provisions applicable in UPL area like PF Act, Labour License, Labour Insurance etc and the liability for non compliance of any provision will be on contractors account / part.
15. The contractor shall submit the separate P.F. Monthly challan as deposited for this package.
16. A check list covering major point of important regulations applicable is given in Annexure-1 for effective implementation.

Sign and Seal of Agency.

Sign of RM-UPL



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PROFORMA FOR LETTER OF UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 10/- AND SUBMITTED BYTHE TENDERER ALONGWITH HIS TENDER IN A SEPARATE COVER ALONGWITH THE EARNEST MONEY)

To,
M/S UTILITY POWERTECH LIMITED
(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site, Anjanwel.
Ratnagiri:415703.Maharashtra

Dear Sir,

1.0 I / We have read and examined the following bid documents relating to the "Exterior painting of Power Block / BOP area mechanical equipment's" (Full Scope of work).

- 1.1 Notice inviting Tender: 303 Dt.11/06/2012.
1.2 Conditions of Contract for Civil works / O&M works containing sections Notice inviting Tender & General Conditions of Contract (GCoC) for Civil works/ General Terms and Conditions for other works
1.3 Special conditions of Contract along-with Annexure(s).
1.4 Drawing No(s).
1.5 Technical Specifications.

I/ We hereby submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders i.e. up-to 25/12/2012 I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of UPL agreeing to open my/ our tender, consider and evaluate the same for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.

Signature along with seal of the Company

(Duly authorised to sign the tender on behalf of the Tenderer)
Name:
Designation:
Name of Company (BLOCK LETTERS)

WITNESS :

Signature :
Date :
Name & Address :

Date :
Postal Address :
Telegraphic Address :
Telex No.



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

STATEMENT OF DEVIATION(S)
(Both Technical & Commercial)

Tenderer's Name : _____
And Address _____

Dear Sirs,

Sub. : Deviations for the tender No: 303 Dt:11/06/2012

Irrespective of whatsoever has been stated to the contrary anywhere else in our offer only following are the Deviations and variations from the exception to the Specifications and Tender documents for the subject tender. These deviations and variations are exhaustive and except these deviations, the entire work shall be performed as per your specifications and Tender documents. Further, we agree that additional conditions, if any, found in the offer other than those stated below, save that pertaining to any rebates offered, shall not be given effect to.

SL. No	DESCRIPTION OF DEVIATION	REF. OF PAGE / CLAUSE NUMBER AND VOLUME OF TENDER DOCUMENTS	MONETARY IMPLICATION OF THE CONDITIONS IN CASE OF WITHDRAWAL	
			(In Fig.)	(In Words)

Here the tenderer should indicate the amount of money, if any, which he would charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions/ deviations and accepting the conditions stipulated in tender documents.

(Use additional sheet of the same size and format, if necessary).

Signature of authorized attorney:

Place:

Designation:

Date:

Seal:



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Ref.: UPL/RGPPL/12-13/NIT-303

Date 11/06/2012

Annexure-I

BILL OF QUANTITY

S/No.	Item	Unit	Qty	Unit Rate(₹)	Amount(₹)
01	Application of one base coat of primer.	Sqm	45000		
02	Surface preparation and application of first coat of finish paint (Without scaffolding up to 3 mtr. Height)	Sqm	45000		
03	Surface preparation and application of first coat of finish paint (With supply and erection of scaffolding above 3 mtr. Height).	Sqm	70000		
04	Application of additional /subsequent painting over newly painted surface.	Sqm	35000		
TOTAL ₹.					
Amount in Words:					

Service Tax Extra

Sign and Seal of Agency.


Sign of RM-UPL.



Annexure II

SCOPE OF WORK AND SPECIFICATION

1. Area of work will be entire power blocks (Block – I, II & III) and BOP area which includes Intake make up water system, Cooling towers, DM/ PT plant, Chilled water system, EWR & raw water system, fire protection system, Compressed air system, Gas/liquid fuel system, storage tanks, EOT/ Gantry cranes, DG/EDG system, various pipelines & supports.
2. Intent of the contract is carry out the exterior protection painting of equipments, HRSGs, storage tanks, pipe lines & pipe supports etc. as directed and instructed by Engineer In Charge.
3. The painting grades shall be of Primer/ Epoxy / Poly Urethane (PU) of different color/ shades as per color coding scheme.
4. Painting shall be carried out only when the weather is dry and suitable for such work.
5. The surface to be painted shall be cleaned adequately by removing all traces of oil, grease, loose scales, salt depositions, rust, dirt, loose old paint coating etc. by chipping, scrapping, hand wire brushing, water jet machine or any other appropriate method duly followed by drying/wiping dry with clean rags. The painting shall start only after cleaning is complete to the satisfaction of EIC. The consumables and equipments needed for such work shall be in agency's scope.
6. The painting [Primer/ Epoxy/ PU] shall be carried out by brush or by roller application or by using spray machines as appropriate.
7. Primer paint shall be applied wherever deemed necessary as instructed by EIC.
8. For painting at heights, scaffolding shall be required to have proper approach and platforms. The agency shall arrange for all the necessary scaffolding material and erect the same. After completion of work, the agency shall dismantle complete scaffolding and stack the material safely and properly.
9. Complete cleaning of the work area shall be ensured by the agency. All the scrap material/ wastes are to be shifted to the identified locations.
10. Deployment of all resources needed like water jet cleaning machine, air compressor, spray machines, rollers/ brushes, consumables needed, scaffolding materials, painters and any other tools & plants necessarily required to execute the work are the sole responsibility of contractor.
11. Paints and thinners shall be mixed in standard proportions and be applied within 4 hours on the same day or as per recommended time of paint manufacturer.
12. The paints in 20 Ltr. packing shall be provided by RGPPL. Transportation of paints from stores to site shall be in agency's scope. Proper storage of paints in the custody is the responsibility of the contractor.
13. All empty paint drums/ cans shall be returned back to RGPPL store periodically.
14. Agency shall comply material safety (MSDS) provisions issued by paint manufacturer during handling and execution of work.



15. Re-conciliation of paints issued and paints applied shall be done in every 03 months period and statement to be verified by EIC. Re-conciliation shall be done as per mutually agreed terms based paint manufacturers guideline and as per site conditions.
16. Painting work is to be done in 3 - 4 different location simultaneously as per instruction of EIC. Contractors shall deploy sufficient resources to take up the work accordingly with proper supervision. Daily progress reporting, work/ area allocation to be intimated to EIC.
17. Area identified for painting shall be cleaned properly and offered for inspection before applying the paint. Good practices and manufacturer's guideline shall be followed for surface preparation before applying the paint.
18. Proper covering of area of work shall be ensured while working in intake and cooling tower area to isolate dropping of water particles during cleaning and painting work.
19. All the name plate details / marking/ identifications etc. of equipments are to be masked prior painting. All such details will be written again to original dimensions.
20. Contract completion period shall be 20 months from 01-10-2012 (i.e up to 31-07-2014).During monsoon period i.e. from 15-06-2013 to 30-09-2013 there will be no painting work, agency shall demobilize and mobilize accordingly. No extra payment is admissible on this account.
21. Payment shall be made on monthly basis against invoice along with measurements certified by EIC on quantum of work executed.

A. TERMS AND CONDITIONS

1. The painting is to be carried in plant in Power Block and BOP area. The paints (Epoxy/PU), primer and thinner shall be supplied by RGPPL.
2. Measurement of all painted areas shall be done in square meters only and payments shall be made on square meter basis only.
3. The agency shall not use items that can generate spark while using.
4. **Liabilities for safety:** Safety at site shall be strict in the observance of the existing safety and accident prevention regulations of RGPPL. The agency shall be fully responsible for the safety of its workmen and shall provide them with all necessary safety appliances viz. Coverall, hand gloves, safety belts, safety shoes, safety goggles etc.
5. Insurance coverage and required labor license for the workmen deployed shall be arranged by the agency.
6. Strong and safe scaffolding material and all necessary tools such as spanners etc. required for erection of scaffolding shall be arranged by the agency.
7. No painting work shall be carried out during rains or extreme weather conditions.
6. Quantity is as per BOQ is tentative only and actual may vary. Execution of complete quantity is not binding on RGPPL. Payment shall be made on the basis of actual work executed. Individual items as per BOQ may vary \pm 30%.



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

7. Contractor will have to work in co-ordination of other agencies who may be working in the premises.
8. Hydra or any special equipment if needed for execution of work will be provided by RGPPL, subject to its availability.

B. PLANT FAMILIRIZATION

1. Bidder shall make himself familiar with the equipments/ system, site conditions, quantum of work involved under the work scope of subject contract. If additional information, technical details, works procedures in relation to this work, get it clarified before submitting the bid.
2. It is imperative to mention that bidder should fully acquaint of local conditions & factors which may affect on the execution of the work covered under this specification.
3. RGPPL will not entertain any post bid request or clarifications from the bidder.

Sign and Seal of Agency.

Sign of RM-UPL.



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

Ref: UPL/RGPPL/12-13/NIT-300

Date: 27/04/2012

CONTRACT LABOUR ACT 1970

Please note: Major points are given as a part of check list, however the list is not comprehensive , only an aid for proactively checking, for detailed requirement , the contractor has to refer to the act applicable and amended rules.

- Contractor shall ensure all statutory compliance as applicable shall be followed.
- The contractor is liable to pay to his employees, the wages as per the amendment from centre/ state as applicable on the site and published from time to time.

S No	Highlight of statutory compliance	Check points
1.	Certified of registration	To obtain certificate of registration from concerned deptt . If more than 20 workers are/were employed on any day in preceding 12 months as contract labour, and amend as per requirements. i.e.. change in person/place and other necessary particulars.
2.	C&M Agreement between UPL & Contractor	1. Issue LOA to contractor 2. Agreement between UPL & Contractor(As per enclosed format). For this contractor has to bring one non judicial stamp paper of Rs.100/- in the name of his firm.
3.	Workmen register rule 75 in Form XIII	Update workmen register if any changes occurs.
4.	Employment card rule 76 in form XIV	To get employment cards issued to workers at starting of contract(Within three days) any changes in particulars to be updated.
5.	Labour License	In case workers are engaged 20 or more than 20 at any. UPL will issue from V to contractor for getting labour license.
6.	Attendance card	Contractor will issue attendance cards to worker at site and check by the UPL representative time to time.
7.	Register & Records Rule 78: 1. Muster Roll in form XVI 2. Register of wages in form XVII 3. Register of deduction for damage or loss in form XX. 4. Register of fines in form XXI 5. Register of advances in form XXII 6. Overtime Register in form XXIII 7. Wages slips in form XIX	1. As per Rule 78.All register shall be maintained by the contractor monthly basis. 2.Copy of muster roll wage register , overtime register & wages slips shall be kept for record by UPL monthly basis.
8.	Wages disbursement to contract labour	Wages disbursement to all workers to be done by 7 th day or prescribed date every month. Wage sheets to be stamped as per format given in rule. It is the duty of the contractor to ensure that the wages are disbursed timely in the presence of Principal employers representative and sheet is certified (duly stamoped and signed) as per given format under section 73” certified that the amount shown in column has been paid to the workmen concerned in my presence on ___ at _____
9.	Notice Boards as per Rule 81(1)(i)	Notice board to be maintained in visible places with requisite info as per the rule 81. The wages rate, hours of work, wage period, date of payment of wages, name and addresses of Inspector and the date of payment of unpaid wages,shall be displayed by Contractor in English,Hindi and Marathi understood by workmen.
10.	Returns as per Rule 81(3) and Rule 82(2)	Timely submit these returns as per the rule.



WORKMENS COMPENSATION ACT 1923

Statutory Compliances

Please Note: Major points are given as a part of check list, however the list is not comprehensive, only an aid for proactively checking, for detailed requirement, the contractor has to refer to the act applicable and amended rules.

S No	Highlight of statutory compliance	Check Points
1	INSURANCE as per workmens compensation Act 1923	<p>1. Contractor will submit the copy of insurance to UPL before the starting of job at site</p> <p>2. Check the premium of insurance as per the natur of the job for hazard risk involved as per LOA.</p> <p>3.contractor to ensure that the policy has covered details in content as Name of work, LOI No, nature of manpower as per LOA to ensure validity at the time of claim.</p> <p>In case of accident bodily injury/ fatalities etc..</p> <p>1. To maintain notice book u/s 10(3)</p> <p>2. Submit a statement of fatal accident report u/s 10(A) to commissioner and labour department immediately.</p>
<p>Suggestion: to begin job first time , it is to be ensured that an Insurance policy exist; for that the contractor can help with PE on mutual agreement where PE can first take Insurance policy against the job to avavoid risk of uncovered accident/ injury claim etc... This shall then be recovered from the running bill of the contractor</p>		

Sign and Seal of Agency.

Sign of RM-UPL



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

EMPLOYEE PROVIDENT FUNDS AND M.P ACT 1952.

Please note: Major points are given as a part of check list; however the list is not comprehensive, only an aid for proactively checking , for detailed requirement , the contractor has to refer to the act applicable and amended rules.Please note all records are to be updated regularly by contractor representative and should be available to Principle Employer(UPL) representative for review.

S No	Highlight statutory compliance	Check Points
1	PF Code	Whether contractor has own P F code or not before starting of job
2	To maintain the records/ registers	<ol style="list-style-type: none">1. Contribution cards- contractor should maintain a contribution card for each worker.2. Eligibility Register- in this register the employer records the particulars of every employee.3. Provident fund register – this register is in the form of contribution cards for each employee.4. Provident fund Ledger- This register is in the form of contribution cards for each employee.5. Inspection book
3	PF Challan monthly	Every contractor must submit the copy of PF challan on monthly basis including details mentioned behind the PF challan as name of the worker, PF sub code of worker, contribution etc.. Contractor should maintain work wise monthly PF challan.
4	Returns	<ol style="list-style-type: none">1. Monthly return in form 12A, 5& 102. Annual PF return in form(3A & 6A)3. PF slips in Form 23

Sign and Seal of Agency.

Sign of RM-UPL



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RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

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EMPLOYEE STATE INSURANCE ACT 1948

Statutory compliances

Please Note: Major points are given as a part of checklist; however the list is not comprehensive , only an aid for proactively checking, for detailed requirement , the contractor has to refer to the act applicable and amended rules. Please note all records are to be updated regularly by contractor representative and should be available to Principle Employer(UPL) representative for review.

S No	High light statutory compliance	Check points
1.	Employee State insurance Act 1948	1 Contractor shall fill the declaration form 1 for every worker and then send a return of declaration in form 3 immediately to Local office or regional office 2 Every such worker shall be allowed insurance no. on TIC valid for 90 days. Then process again for permanent ID card. 3 UPL office shall keep copies of ESIC cards in the records. 4 Check ESIC contributions with wages register through ESIC challan on monthly basis 5 Maintain register 7 for contribution 6 to maintain accident bookin form 15 7 Inspection book 8 Return of contributions in form 6
2.	Contribution Period	1 st April to 30 September and 1 st October to March of the following year.
3.	Accident in form 16	1 In case of death- Immediately 2 In ordinary cases- within 48 hours

** if applicable at site.

Sign and Seal of Agency.

Sign of RM-UPL



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 RGPPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra
ADDITIONAL SAFETY OBLIGATIONS TO CONTRACTOR

No Smoking: smoking within the plant premises and public places like shopping center, Hospital, Recreation Center, Guest House, Hostel and public functions in strictly prohibited.

Electrical hazards:

1. Licensed Electrical Contractor.

Electrical Installation Work including additions, alternations, repair and adjustments to existing installations, shall be carried out by an electrical contractor licensed in this behalf by the Maharashtra State Government.

2. List of Authorized Persons.

The contractor shall submit to RM-UPL, a list of authorized persons (Having competency to perform the assigned work, relevant experience and degree/Diploma/ITI Certificates holder in appropriate trade) duly signed by the authorized person and the contractor authorizing them to work on / access to live electrical supply lines apparatus.

Medical Examinations: Medical examination for the workers working in hazardous areas should be done once in Sox months

Personnel Protective Equipment's: The contractor shall provide safety helmets, safety shoes with steel toe cap and eye protector goggles to all his employees.

Selection of Safety PPE's as per Job Requirement

SI No	Type of Work	Safety PPE's
1	Common to all type of Works	Safety Shoes, Safety Helmets and Eye protector Goggles.
2	Electrical Works	Electrical hand gloves, rubber shoes, safety belts, ladder, earthing devices, helmets, line testers, hand lines and electrically insulated tools like pliers, screw drivers etc.
3	Working at Height	Safety Belt (Full Body harness), Life Line, Fall arresters, Safety nets, Crawling boards.
4	Chemical handling	PVC suit with Hood, face shields, goggles
5	Battery Maintenance	Acid Alkali proof aprons and hand gloves, Dust masks, Acid/Alkali/Hydrocarbon/Chlorine Canisters
6	Hot Works, Heating, Welding & Gas cutting	Leather aprons and hand gloves, welders screen, welders goggles.
7	Confined Spaces	Canister Gas Masks, Breathing apparatus sets.
8	Gas Insulation Works	Leather hand gloves, dust masks, goggles, full sleeve shirt
9	Grinding Work	Leather hand gloves, dust masks, goggles.
10	Noisy Areas, Turbine Floor, Compressor house, DG hose, Steam Blowing.	Ear Plug & Ear Muffs
11	House keeping and Grass cutting	Gum boots, Leather hand gloves, dust masks, face shield, goggles.

Note: On the recommendation of RM-UPL, EIC-UPL & Safety Officer-UPL, Project Owner and Safety Officer of Project Owner, job specific safety PPE's shall be provided by the contractor.

IS Codes for Safety PPE's: The contractor shall provide ISI marked safety Personnel Protective Equipment's.

SI No	Safety PPE's	IS Codes
1	Safety Shoes with steel toe.	IS:15298
2	Gum Boots	IS:12254
3	Safety Helmets.	IS:2925
4	Safety Belts (Full Body Harness).	IS:3521
5	Face Shield.	IS:8521
6	Goggle with cup type filters.	IS:2553
7	Welders Equipments.	IS:1179
8	Ear Muffs.	IS:9167
9	Canister Gas Masks.	IS:8523
10	Leather hand Gloves.	IS:994
11	Electrical hand gloves.	IS:4770

Sign and Seal of the Agency.

Sign of RM-UPL



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(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

1. Contractor has to arrange for all the safety equipments like safety shoes, Helmets, goggles, gloves, safety belts etc required for safety of their workers working at site.
2. The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises.
3. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant.
4. Liabilities for Safety at site shall be strict in the observance of the existing safety and accident prevention regulations of UPL.
5. Contractor has to take special precaution to ensure that the personnel under his control do not carry any combustible materials such as matchbox, cigarettes, etc. Smoking is strictly prohibited inside plant premises.
6. The Contractor shall have the group insurance/Workman's compensation policy for the working manpower at site looking the scope of work and as per the statutory rules for the complete period of contract.
7. The Contractor shall ensure proper safety to all the workman, materials, plant and equipments belonging either to him or to other agencies or to UPL/owner at the Site.
8. The Contractor will notify well in advance to the Engineer-in-charge of his intention to bring to the site any container filled with liquid or fuel or gas or explosive or petroleum substance which may involve chemical hazards, The Engineer-in-Charge shall have the right to prescribe the terms and conditions under which such container is to be handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container or such construction plant for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use,
9. All equipments used in construction and direction by Contractor shall meet Indian/International standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained in accordance with manufacturer's operation manual and safety instructions and as per guidelines of UPL in this regard.
10. Periodical examinations and all tests for lifting/hoisting equipments and tackles shall be carried out in accordance with the relevant provisions of factories Act. 1948, Indian Electricity Act. 1910 and other applicable laws/rules in force from time to time. A register of examinations and tests shall be properly maintained and will be promptly produced as and when desired by Engineer - in -Charge or by the person authorized by him.
11. The Contractor shall fully responsible for the safe storage of his and his sub-Contractor's radio-active source in accordance with BAFO/DAE in connection with use storage and will be promptly taken by Contractor.
12. The Contractor shall provide suitable safety equipments of prescribed standard to all employees and workman according to the need or as may be directed by Engineer-in-Charge who will also have right to examine these safety equipments and determine their suitability, reliability, acceptability and adaptability.
13. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code or practices/rules framed under Indian Explosives Act, pertaining to handling, storage and use of the explosives.
14. The Contractor shall provide safe working conditions to all workman and employees at the site including safe means of access railing, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material shall be used by the Contractor.
15. The Contractor shall not interfere or disturb electric, fuses, cables and other electrical equipments belonging to the owner or other Contractor under any circumstances, whatsoever unless expressly permitted in writing by UPL/owner to handle such fuses, cables or electrical equipment.
16. No weight of any description will be imposed on any cable and no ladder or similar equipment shall rest against or attached to it unless expressly permitted to do so by UPL/owner.
17. No repair work shall be carried out on any live equipment. The equipment must be declared safer by engineer - in- charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out. While working on electric line/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
18. The Contractor shall employ necessary number of qualified, full time electricians/ Electrical. Supervisors to maintain his temporary electrical installations.
19. The Contractor employing more than 250 workmen, whether temporary, casual, probationer regular or permanent or on contract, shall employ at least one full time exclusively as safety officer to supervise safety aspects of the equipments and workman who will coordinate with the project safety officer. In case of work being carried out through Sub-Contractor the sub-Contractor's workman/employees will also be taken in to account as for the Contractors workman/employees, purpose of observing safety precautions and appointing safety officer. The name and address of such safety officer or Contractor will be promptly informed in writing to Engineer - in - Charge with a copy to project safety officer-in-Charge before the start of work or immediately after any change by the incumbent is made during the currency of the contract.
20. In case of any accident occurs during the construction/erection or associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to UPL's Engineer - in - Charge in prescribed form and also to all the authorized envisaged under the applicable laws.



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21. The Engineer -in - charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the workmen and equipments. In such cases, the Contractor shall be informed about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor shall stopping the specific work, can, if felt necessary, appeal against the order or stoppage the specific work to the General Manager of the project within 15 days of such stoppage of work and his decision in this respect shall be conclusive and binding on the Contractor.
22. The Contractor shall not have any right to claim any damages/compensations for stoppage of work due to safety reasons as provided in para 21.0 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be exempted for purpose of levy of liquidated damages.
23. The Contractor shall follow and comply all owner/UPL safety instructions and codes, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservation. In case of conflict, the statutory provision shall over ride owner/UPL instructions on any particular safety measure.
24. If the Contractor fails in providing safe working environment as per the safety instructions/ codes etc. or continues the work even after being instructed to stop work by Engineer-in -charge as provided in para 21.0 above, the Contractor shall be liable to promptly pay on demand by the owner such compensation amount per day or there of as may be determined by the Engineer-in-charge, which shall not exceed Rs. 5,000/- per day or the actual loss suffered by the owner whichever is more. However, in case of accident taking place causing injury in any individual their provision contained in para 26.0 shall also apply in addition to the compensation mentioned in this para.
25. In case of continued violation of owner/UPL safety instructions and codes and applicable laws which are prepared to ensure safety to men and material and plant and equipment or Contractor's will failure to comply with instructions of Engineer-in-Charge as aforesaid UPL shall have the right at its sole discretion of debar such Contractor's for award of any contract in future, Further UPL shall not permit its Contractor's also to award any of their sub-Contractor's to any such defaulting Contractor's under any circumstances, whatsoever.
26. If the Contractor does not take all safety precautions and/or fails to comply with the safety instructions as prescribed by UPL or under the applicable law for the safety of the equipment and plant and for the safety of its workmen and the Contractor does not prevent hazardous conditions which cause injury to his own employees who are working at site or adjacent thereto, the Contractor shall be responsible for payment of compensation to UPL as per the following schedule.

a) Fatal injury or accident causing death of workmen or employees	As determined by the workmen compensation commissioner under Workmen's Compensation Act 1923 and any subsequent amendment.
b) Major injuries or accident causing 25% or more permanent disablement to workmen or employee	

27. The Compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation Act & Rules framed there under or any other applicable laws as applicable from time to time. In case the owner is made to pay such compensation then the Contractor is bound to reimburse the owner such amount in addition to the compensation indicated above.
28. If the Contractor observes all the safety instruction, Laws and Rules during the currency of contract awarded by the owner and no accident (Fatal or major or minor accident/ injury) occurs to any of its workmen or equipment due to non compliance of safety instructions and applicable law then UPL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme detailed/ announced separately to such Contractor after successful completion of their contracts, which apart from monetary benefit may add to the Contractor's qualification competing for other contracts of UPL.

Sign and Seal of the Agency.

Sign of RM-UPL



Utility Powertech Limited

(A JV of Reliance Infrastructure Ltd.&NTPC Ltd)
RGPPL Site,Anjanwel:dist Ratnagiri:415703.Maharashtra

ENVIRONMENTAL OBLIGATIONS FOR AGENCY

1. Ratnagiri Gas & Power Pvt. Ltd (RGPPL) is implementing its environment Management System in line with ISO-14001 standards. The environmental policy is documented, implemented and maintained at RGPPL and shall be available to all interested parties on demand.
2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
 - a. Continual improvement in its environmental performance
 - b. Control and prevention of pollution
 - c. Conservation of natural resources
 - d. Waste minimisation
 - e. Compliance with regulatory requirements
 - f. Creating environmental awareness to its employees and associates working with it.
3. Accordingly, all the successful bidders shall also be responsible to act and comply towards our Environmental Policy. They shall also extend full co-operation to the authorized representative of RGPPL to achieve the objective of the Environment Policy.
4. The successful bidder may note that:
 - i. The personnel employed by them have requisite knowledge to carry out the job entrusted to them in an environmentally conscious way and are aware of owner Environment Policy. In case they require any clarification in the Environment Policy and its objectives, they can contact the Engineer-in-Charge for the same.
 - ii. The personnel engaged by them use the required personnel protective equipment's while at work, wherever required.
 - iii. They should ensure that water, fuel and energy are used judiciously i.e. water & power points are closed/put off when not in use.
 - iv. Limit to the speed limits while driving.
 - v. For the hired vehicles of UPL the smoke emission from vehicles shall be as per norms laid down by Motor Vehicle Act, which is subject to change from time to time. Necessary PUC Certificate shall be produced to UPL officials on demand.
 - vi. The vehicles employed by them meet the requirement of the PUC norms. Check the vehicles for energy efficiency, vehicular emission, oil leakages, tyre pressure etc regularly and correct if needed.
 - vii. Any oil/chemical leakage shall be immediately brought to the notice of Engineer-in-Charge so that corrective action is taken quickly to avoid any water/land/air contamination.
 - viii. Care shall be taken while filling/removal of oil from the equipment's that no spillage take place. Any used oil removed from the equipment shall be filled in drum marked as "Used Oil Drums".
 - ix. Proper housekeeping shall be done after maintenance activity. The waste/garbage collected from various site by housekeeping contact personnel shall be disposed as per instructions of Engineer-in-Charge.
 - x. Use recyclable material to the extent possible in packing.
 - xi. Take all precautions as necessary while carrying hazardous chemicals and hazardous wastes.
 - a. Insist for MSDS for hazardous chemicals and TREM card for hazardous wastes.
 - b. Comply with the requirements of Hazardous Chemicals (Handling & Management) (Amendment) Rules, 2003 and or Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules, 2008.
 - c. Comply with the provisions of Motor Vehicle Act1988.
 - xii. Inform the Shift In-charge at 321, 331 or 332 in case of any accidents/emergency within the plant premises.
5. Any non-conformity or act which may be detrimental to the project Environmental Policy and to the environmental objectives and targets shall be dealt in by owner (RGPPL) sternly and suitable action may be taken as deemed fit.

Sign and Seal of the Agency.

Sign of RM-UPL