



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4613248
Dated/दिनांक : 10-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Kadapa
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Helpers
Contract Period/अनुबंध अवधि	2 Year(s) 2 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	11 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण

Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	3351727.56
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	34395

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM(Accounts)
URANIUM CORPORATION OF INDIA LIMITED, PMO, Department of Atomic Energy, KADAPA,
(Uranium Corporation Of India Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:One Similar work order costing not less than 80% or

Two Similar work orders each costing not less than 50% or

Three Similar work orders each costing not less than 40% of Estimated Value

Scope of work & Job description:[1707542041.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1707542146.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Helpers (6)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Helpers
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	NA
Title for Optional Allowances 2	NA
Title for Optional Allowances 3	NA
Designation	Helpers

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Sarithala Siddaiah	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	6	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 504 • Bonus (INR per day) : 41.98 • EDLI (INR per day) : 2.52 • EPF Admin Charge (INR per day) : 2.52 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 16.38 • Provident Fund (INR per day) : 60.48 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 24.3667

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **PRE-QUALIFICATION CRITERIA**

A. Experience Criteria:

The bidder should have experience of having successfully executed any one criterion of similar works ("a" or "b" or "c") during last 07 years ending with the last date previous to the month in which tender is floated as below:

- a) One Similar work order costing not less than '80% of the Estimated Value of this contract'.
- b) Two Similar work orders each costing not less than '50% of the Estimated Value of this contract'.
- c) Three Similar work orders each costing not less than '40% of the Estimated Value of this contract'.

"Similar work" means

"Supply of services of of Helpers/Housekeepers/ any other manpower in any reputed organization"

The bidder shall submit documentary evidence by way of copy/copies of work order/Contract Agreement specifying the work & the amount of order and Work done certificate/completion certificate with executed amount and date of completion from client in support of meeting above technical eligibility criteria.

- In support of credentials for Supply of manpower, bidder shall submit the documentary evidence of schedule of rates or price schedule of previous order clearly establishing that work has been carried out based on manpower supply rate and Work done certificate/completion certificate with executed amount and date of completion from client in support of meeting above technical eligibility criteria.

B. Financial Criteria:

The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending 31st March' 2023 shall not be less than Rs.11.00 Lakhs. Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31st March 2023 (Balance Sheet and Profit & Loss Account). Chartered Accountant signed/authorized Balance Sheet and Profit & Loss statements to be furnished by Bidders for fulfilling financial eligibility and they should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate, in original, may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.

- a) The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.
- b) If any bidder does not submit the Turnover value for any of the 3 years, the bidder will not disqualify and instead shall consider all 3 years for computing the average assuming a value of "zero" for the year for which no information has been furnished by the bidder.

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. Tender should be submitted through Government E-Marketing (GeM) website only (<https://gem.gov.in/>) on or before **04/03/2024** up to 12.00 PM. Other mode of Tender document submission is not acceptable
2.
 - i) Technical Part.
 - ii) Price Part shall be uploaded in Government E-Marketing (GeM) website . (<https://gem.gov.in/>)
 - iii) EMD & Tender fees shall be kept in a sealed envelope, which shall also be super scribed with N.I.T. No. Name of work, Name of Tenderer and date of opening of tender.
3. All the pages of tender document should be duly signed along with seal of renderers and the same scanned copy shall be uploaded in Government E-Marketing (GeM) website without which tenders are likely to be rejected.
4. Tenderers are requested to submit following:

Offers should be accompanied by an *Earnest money deposit* of **Rs. 34,395.00** /- (**Rupees Thirty Four Thousand Three Hundred Ninety Five Only**) failing which the offer shall be rejected. E.M.D shall be by way of a Demand Draft payable at State Bank of India, Pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank EMD shall not bear any interest. Bidder should attach the scan copy of DD along with their offer (part I). Subsequently Demand draft shall be send through Courier/ Speed post to Admin. department in sealed envelope superscribing DEMAND DRAFT for EMD, Tender Ref.no. and due date before opening of part I, failing which offer will be Rejected. This EMD amount will be held by the Corporation until placement of order/ contract, and will bear no interest. It will be forfeited in the event of break of contract.

- a) **The units registered under “Single Point Registration Scheme of NSIC”/ “MSME” are eligible to get the only benefit of issue of EMD /Tender document at free of cost.**
- b) **No Exemption has been given from submission of previous orders & financial criteria to any of MSME/NSIC bidders. All the bidders must submit the credentials to fulfill the mentioned Pre-Qualification criteria. Bidders who are failing in meeting the Pre-Qualification criteria will not be considered for next evaluation process.**

Special Notes:

- 1) **Any failure by the vendor/contractor to supply/execute the contract as per tender terms and conditions may result in black listing of respective vendor's /contractor**
- 2) **This tender was released for a period of 731 days. Further, UCIL also reserves the right to short close the contract at any point of time within order tenure period by giving 30 days prior notice as per the discretion of UCIL without assigning any reason.**

JOB DESCRIPTION

(Annexure-P)

SCOPE OF WORK

The scope of work shall be hiring of services on contractual basis for various categories of manpower on supply basis. Various work and services to be rendered by the Contractor shall include but not being limited to the following:

1. Manpower in categories like Helpers/ Housekeepers/ any other manpower in any reputed organization”, who have hands on experience in. Manpower required for 08 (Eight) working hours in any general shift or shift maintenance duty as per consultation of Engineer-in-charge.

2. Supplied manpower has to do the job anywhere and at any place under Gogi project if required on need basis as per the instruction of Engineer-in-charge.
3. Contractor has to ensure the availability of required amount of manpower of various categories on regular basis.
4. The contractor will have to engage manpower of various categories for 08 (Eight) working hours in general shift and / or shift maintenance duty as per instruction of Engineer-in-charge.
5. The contractor shall have to undertake the breakdown jobs as and when such requirements arise beyond 8 (eight) working hours. **The Extra payment for Overtime shall be made to the contractor as per the Min. payment of wages act, Factories act 1948 & Atomic Energy Factories Rules 1996.** Depending up on the plant condition prevailing at that time the job will have to be done continuously till its completion as per instruction of Engineer-in-charge.
6. Coordination and supervision of jobs shall be in contractor's scope of work. Your supervisor shall maintain diary of each technician for their day to day output/work done and has to produce to Engineer-in-charge or his representative as and when asked for.
7. Liaisoning with SPF for issue of necessary gate passes to contract workmen shall under be in the scope of work. UCIL will only forward the documents for issue of gate pass after fulfillment of statutory requirement.
8. The Contractor shall maintain attendance records for manpower supplied as per the proforma mutually agreed with UCIL and get it certified with Engineer-in-charge on daily basis.
9. The contractor shall have to maintain all statutory register as required under the Contract Labour Regulation and Abolition Act, Payment of Wages act, Minimum Wages Act, Factory Act etc. the statutory return to be submitted to the personnel Department / Statutory bodies as required under the acts and Rules, And other acts, laws shall be applicable from time to time.
10. Statutory central minimum wages to all skilled/unskilled labour shall be paid by the contractor or as per the latest notification of the government/ local authority.
11. **EPF provision shall have to be made by the contractor as per rules. EPF remittance for the workers engaged shall be done on monthly basis. Records of wages, EPF, insurance etc to be produced along with Monthly RA bills**
12. The contractor shall abide by the legal provision with regard to health, welfare and safety of persons engaged by him as per factory act and rules. The contractor shall also be responsible for medical care of their personnel engaged. Ex-gratia / bonus leave salary, retrenchment benefits etc. under statutory levies shall be paid by the contractor to their personnel as per bonus act / other rules at his own cost. No extra payments shall be made by UCIL in this regard.
13. The contractor has to maintain details on
 - a) Records of medical examination of their employees before joining.
 - b) Records of initial training before engagement to job.
 - c) Records of contractor workers mentioning their category of employment, age, Father's name, Address, contact number, photographs, police verification details, ID proof etc.
 - d) Records of re-training to contract workers.
14. Proper care should be taken to ensure safety and security of workers engaged in the job. In case of any accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, the contractor shall have to compensate them at their own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in this regard. The contractor shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against risk of any accident.

Tentative Manpower requirement

The contractor shall depute all unskilled workers for satisfactory execution of maintenance jobs. Average 04 to 05 manpower required per day

Contractor shall provide minimum supervisory staff regularly to co-ordinate with the Engineer-in-charges, deployed contractual labor, other technical staff of UCIL & for the clerical works related to the tender/ further work order and should be available in Gogi Project as below. And No charges will be re-imbursed to the party from UCIL end against to their supervisor/ representative deployment to site. Bidder has to include all these type of expenses in his scope at any over heads and has to quote accordingly during submission of tender prices.

Duty timings of others, **General Shift** :(8.00AM-1.00PM, & 2.00PM-5.00PM)
A Shift :(6.00AM-02.00PM)
B Shift :(2.00PM-10.00PM)
C Shift :(10.00PM-06.00AM)

The contractor shall have to undertake the emergency jobs as and when such requirements

arise beyond 8 (eight) working hours. The Extra payment for Overtime shall be made to the contractor as per the **Min. payment of wages act**, Factories act 1948 & Atomic Energy Factories Rules 1996. Depending up on the plant condition prevailing at that time the job will have to be done continuously till its completion as per instruction of Engineer-in-charge.

Note: The shift timings shall be changed as per required by the Engineer-in charge

1.1. Engineer-In-Charge or Officer-In-charge of the contract

a. Engineer/Officer-In-charge of this contract Shri Madhup Rai, Asst. Supdt. (Mech)

b. Duration of the Contract

The duration of this contract shall be 730 days. However, the contract may be extended upto **03 (three)** months at the same rates, terms & conditions subject to satisfactory performances by the contractor & mutual consent of both the contractor and UCIL for extension.

A. WORK SPECIFICATIONS

1.1. Location of Work Place : UCIL Gogi Project, House No. 10/69-27, Shris hali Niwas, Sangameshwar Nagar, Near Police Quarters, P.O. Shahapur Dist. Yadgir, Karnataka-585223

1.1.1. Staff Dress Code

B. House keeping worker

- i) Shirt (Cream)/Blouse
- ii) Trouser (Dark Brown)/Saree
- iii) Safety shoe (Black)
- iv) Socks (Black)

1.1.2. The Catering Contractor shall not engage any agent or enter into sub-contract with any other contractor for running the said services.

1.1.3. Under this tender the Catering Contractor shall not carry any businesses other than running the above said works/jobs in the UCIL premises.

1.1.4. The project site works remains continue round the clock including Sundays & Holidays.

1.1.5. The Transit house will be guarded during the night hours. The responsibility of watch and ward of Transit house will be of contractor.

1.1.6. The Supervisor shall be readily available to attend the guests and will be responsible for all the day to day works of maintenance and catering services.

1.1.7. The caterer will ensure that the cook, Waiter, cook's helper and sanitary worker should always be in well-pressed dress, closely cut hair and proper shave, nails cut and properly bathed during the duty hours. The dress code for the staff engaged should be as per annexure attached.

1.1.8. Female staff will not be allowed to work in the Transit house during night hours.

1.1.9. The caterer will be fully responsible about the good behavior of their

staff and prompt service against the requirement of guests. The caterer shall depute a well qualified Supervisor for the supervision of day to day works at Guest house.

- 1.1.10.** The housekeeping person of the Transit house shall ensure that the bed room linens and bath towels are changed once in two days during the stay of guests. Before change of linens items and towels, it may be insured that the same should be fresh washed, well pressed and there should not be any marks / stains.
- 1.1.11.** The housekeeping person of the Transit house shall ensure that water flask / jug and glasses if any in transit house should be clean. There should not be any smell coming out of the water flask/jug. The water either cold or boiled should be filled in the flask daily as per requirement of the guest and kept in guest's room (Transit House).
- 1.1.12.** The housekeeping person of the Transit house shall ensure that the waiters/bearers should carry the luggage of the Guests to their rooms on arrival and also to their vehicles while checking out.
- 1.1.13.** The housekeeping person of the Transit house shall ensure that there is a sufficient stock of vegetables/bread/butter/jam/eggs/lemon/cucumber /biscuits/soft Drinks / soda / Ice cubes in the guest house.
- 1.1.14.** The housekeeping person of the Transit house shall ensure that the crockery and cutlery is properly cleaned. The plates and water glasses should not be chipped. Any crockery even with hairline cracks should not be used.
- 1.1.15.** The bed tea and wake up order should be taken from the guest in advance and be served in their rooms accordingly.
- 1.1.16.** All the meals should be served well in time. There should not be any kind of delay in taking orders from the Guests.
- 1.1.17.** The Gas Cylinders at stock should always be kept filled to avoid last minute haste and delay in service to the Guests.
- 1.1.18.** The breakfast / lunch / dinner other than Guests who are residing in the guest house will be prepared in the guest house only after getting the confirmation from the Caretaker / Officer-In-charge of guest House.
- 1.1.19.** Orders for official Guests will be given by the Caretaker / Officer-In-charge of guest House.
- 1.1.20.** The caterer will submit the bill once in a month to Officer-In-charge of guest House for payment.
- 1.1.21.** Food items be prepared in hygienic conditions and any infection occur of boarder from foods, contractor is liable to take responsibility.
- 1.1.22.** All the rooms of Guest house, along with internal area of premises will be cleaned daily and mopped with good quality Phenol. W.Cs should be cleaned with Harpic.
- 1.1.23.** Furniture, furnishing and other items in the rooms should always be kept dust free.
- 1.1.24.** Fans, light fittings, air-conditioners windows etc. should be kept clean and ensure that they are in working order. In case of any complaint, the report may be sent to Caretaker and the same should be registered in

the complaint register of Guest House / Estate Office.

- 1.1.25.** Toilet soap, Tissue Paper, Paper Napkin, Odonil, All-Out machine and other sanitary materials will be provided by UCIL free of cost for keeping in the respective places as per direction of Caretaker / Officer-In-charge of guest House. Proper Record / Stock Book of these items should be maintained which can be checked by Caretaker / Officer-In-charge of guest House at any time.
- 1.1.26.** Washing of linen items will be arranged by the caterer and bill for the same will be reimbursed by the corporation.
- 1.1.27.** The Contractor shall strictly comply with all the statutory guidelines of AERB, DGMS as well as directives of Safety Officer of UCIL from time to time.
- 1.1.28.** The Guest House /cooking facility shall not be used for service / catering to outside agency at any time.
- 1.1.29.** Only Guests authorized by the Officer-In-Charge of works shall be allowed in the Guest house for boarding / lodging.
- 1.1.30.** Guest Register with the details of stay, food served to be maintained.
- 1.1.31.** Party/Contractor/Bidder Criteria

If found bidder is having any relationship among any of the below than the offer/tender/work order will be rejected immediately.

1. If qualified bidder will be employee of UCIL
2. If qualified bidder will be relative of UCIL employee
3. If found that the contract has been subcontract to any third party / UCIL employee
4. The qualified bidder only should run the canteen till completion of contract period including extension if any.
5. The qualified bidder should attend the meeting of UCIL without fail whenever he will be called by Officer-In-charge.

1.1.32. Deployment of Manpower

- 1.1.32.1. The tentative shift-wise deployment of manpower as directed by officer-in-charge and it may change from time to time as per requirement.
- 1.1.32.2. UCIL may also at its own discretion completely change the allocation of persons at any of the locations or in any of the shifts indicated above and may interchange the nature of work assigned to any of these persons.
- 1.1.32.3. UCIL may also at its own discretion allocate any or all of the above persons for any other nature of work at any other place and at any other time which may be totally different from what is indicated above.
- 1.1.32.4. Manpower age should not less than 18 years and not more than 60 years.
- 1.1.32.5. On yearly basis the entire workers of the contract should go through Prescribed medical examination as per Mines Act as per the prescribed Proforma (Form 'O' (See Rules 29 F (2) and 29 L) enclosed) & details of

f test mentioned in said forms.

1.1.32.6. UCIL may also at its own discretion completely change the allocation of persons at any of the locations or in any of the shifts indicated above and may interchange the nature of work assigned to any of these persons.

1.1.32.7. UCIL may also at its own discretion allocate any or all of the above persons for any other nature of work at any other place and at any other time which may be totally different from what is indicated above.

1.1.32.8. In case of payment of wages to all labour is not made on or before 7th of succeeding month by the successful bidder/contractor, failing which necessary action will be taken as deemed fit. Also, a penalty @ Rs.200/- per day or higher penalty for default period will be imposed subject to a maximum of 5 per cent of the contract value. Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per the payment wage act, UCIL shall not be liable for any damage or compensation payable.

1.1.33. Any contractor worker of UCIL , Gogi Project should not be allowed for Alcoholic drinks, Gutka , Panmasala, Chewing Gum or any other addiction of intoxication in any form otherwise they are liable to remove.

Scope of the Tenderer

1.1.34. Supplies by the Tenderer

1.1.34.1. Unless specified in the '**List of Free Supply from UCIL**', it will be the responsibility of the Tenderer to bring all materials, plant, equipment, accessories, tools, special tools if any, tackles, spares, consumables, for the smooth erection and commissioning of the system.

1.1.34.2. All the supplied items of the tenderer as per the price format must meet the technical specifications mentioned in the tender document.

1.1.34.3. The tenderer shall provide Product Brochures & Technical Specifications, Service Manuals, and List of consumables for the items to be supplied by it.

1.1.35. Special Instructions by UCIL

1.1.35.1. UCIL shall have the right to give any instruction to the Tenderer necessary for the safe and orderly execution of the work and/or to forthwith remedy/ modify/ remove/ stop any work matter/practice considered pre-judicial to the interest of the public, for which no specific provision has been made in these terms and conditions and the contractor shall be obliged to comply with the same, without any claim for compensation for the same.

1.1.35.2. In the case of any danger, accident, in the course of execution of the work, the contractor shall take immediate steps in his own or as directed by the UCIL or statutory authority, to remove the danger and ensure safety of employees of the contractor/UCIL.

1.1.36. Conditional Tender

Conditional tender will be summarily rejected.

1.1.37. General

1.1.37.1. Pre-Bid meeting by proposed bidders.

- a) The proposed bidder may do the pre-bid meeting at site if required.
- b) The willing party should contact Shri Madhup Rai, Asst. Supdt. (Mech), mobile no. 985227 8363 from the start date of bid to 48 hours before of end date of bid.
- c) The meeting can be done between 9:00 AM to 6:00 PM on all working days.

1.1.37.2. In case of all claims arising out of any dispute, reference or award, in connection with or due to non-payment/short payment by the Tenderer or his employee or any accident involving the employees/dumpers /equipments of the Tenderer or any accident to third party or damage to its property or penalties imposed for non-compliance of any provision(s) of any Act/rules/Regulations/Bye-laws/Orders, by the Tenderer, the Tenderer shall have full responsibility and liability for the same and the UCIL shall stand fully indemnified by the Tenderer against all such claims.

1.1.37.3. If the UCIL suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the party of the his representative /employees or from the dumpers/equipments of the Tenderer, the value of the same as assessed by the UCIL shall be recovered from the Tenderer's bill/security deposit. The decision of the UCIL on this regard shall be final and binding on the Tenderer.

1.1.37.4. The UCIL shall have full right to deduct any excess payment/penalties/claims dues/taxes/levies etc. deductible/recoverable from the Tenderer as per the terms and conditions of the contract or as provided in law, from the bills and or security deposit of the Tenderer for any amount payable to him against this contract or any other contract with the UCIL.

1.1.38. Security of the Materials in Transit

The Tenderer shall be responsible for the security of the materials in transit and its safe delivery without any loss or damage. Where the material is weighed both at the loading and receiving ends, the shortage other than those on account of moisture loss will be to the account of the Tenderer.

2.0 SPECIAL NOTE ON REIMBURSABLE ITEMS

i) *Additional allowance -1 :- Attendance on public holidays*

Contractor is allowed to claim the attendance of their deployment crew for a maximum of 08 public holidays, which are declared by the UCIL management.

An amount of maximum of Rs. 61,728.30/- + relevant taxes can be claimed by the contractor, subjected to documentary evidence.

The above amount may vary based on the prevailing minimum wages issued by Government of India keeping the formula for calculation as constant.

ii) *Additional allowance -2 & 3 :- Medical , Uniform and safety wearing equipments*

Contractor is allowed to claim the amount incurred to the medical tests conducted to their work men. And also they can claim on the uniform and safety wearing equipments of their deployment crew for a maximum of Rs. 14,315.00/- + relevant taxes can be claimed by the contractor, subjected to documentary evidence. The claiming amount should not be more than that of estimated by the UCIL management.

Above two allowances are not included in the publishing tendered amount. However, these two allowances can be claimed by the contractor subjected to providing of documentary evidence and approved, recommended by the Engineer-In-charge.

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3.0 Penalty on failure in Supplying / deploying manpower:

The contractor shall maintain average attendance of 05 no's of workmen altogether per day in every running month.

Failure to maintain the minimum attendance of the workman, imposition of penalty will be done as desired by UCIL. The penalty shall be imposed as follows:

a) No Penalty shall be deducted from monthly bill when 6 No's and greater or equal to 05 No's of average attendance is maintained.

b) 05% of Invoice amount shall be deducted from monthly running bill when less than 4 No's of average attendance is maintained, if recommended by UCIL.

a) Party shall submit **labour insurance / ESI with minimum validity period equal to contract period before** start of work.

b) Party shall have to take **ESI insurance coverage/ Workmen compensation Insurance under EC act as applicable / Group Insurance coverage** for all the **labour d employed** before/during the tenure of work. The description of work order should clearly mention in the Insurance coverage submitting.

During execution of the Contract, if it is observed that contractor is not able to supply required number of manpower and plant operation is hampering, the competent authority shall have the right to get the work done by engaging other capable external Agency/Agencies at the risk and cost of the Contractor and management may also terminate the work order.

4.0 MINIMUM QUALIFICATION & EXPERIENCE OF PERSONEL:

Eligibility criteria of different categories of persons shall be as below. It may be relaxed in case of highly experienced/deserving candidates.

Note: The list of technicians shall be duly approved by a committee/ Engineering in charge of UCIL, Gogi Project. Before start of the work the bidder shall submit certificates of the skilled manpower & highly skilled manpower for verification & record.

5.0 General instructions to Bidder:

- The Bidder/ contractor shall have to maintain all statutory register as required under the Contract Labour Regulation and Abolition Act, Payment of Wages act, Minimum Wages Act, Factory Act etc. the statutory return to be submitted to the personnel Department / Statutory bodies as required under the acts and Rules and to be submitted to office during submission of monthly bills.
- Statutory central minimum wages to all skilled/unskilled labour shall be paid by the contractor as per the latest notification of the government/ local authority.
- **To all the deployed workers, the Contractor has to do the payment of monthly Min. Wages along with statutory (EPF & Bonus) on or before 10th day of immediate successive month, failing which the company may take action against bidder, as per the tender terms and conditions.**
- The contractor has to maintain details on
 - (a) Records of medical examination of their employees before joining
 - (b) Records of initial training before engagement to job
 - (c) Records of contractor workers mentioning their category of employment, age, Father's name, Address, contact number, photographs, police verification details, ID proof etc.
 - (d) Records of re-training to contract workers
 - (f) Records of Academic qualifications of contract workers
 - (g) Records of affidavit cum declaration regarding no claim for employment with UCIL by contract workers on non-judicial paper of Rs 20/- duly attested by Notary Public.

Note: Proper care should be taken to ensure safety and security of workers engaged in the job. In case of any accident and injury to the workers or any other person directly or indirectly involved in the work during execution of the job, the contractor shall have to compensate them at their own cost. UCIL will have no responsibility, whatsoever, and will be kept fully indemnified and harmless in this regard. The contractor shall make adequate insurance policy so that the workmen employed by them are sufficiently covered against risk of any accident inside/ outside of the plant occurred during the tenure of the order.

SPECIAL CONDITIONS

1. In some cases, if felt necessary by UCIL the contractor may be asked to supply more manpower on Sundays / Holidays or round the clock. In such cases, no extra claim about item rates shall be entertained. Only actual no of manpower supplied shall be recorded.
2. Height pass should be taken during Working in height which will vary from place to place and may be up to 25 meters from the ground level.
3. The contractor will have to give details like names, father's name, age, Academic qualification detail, address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph within 7 (seven) days before actual commencement of work so that permanent gate pass can be issued. **Police verification certificate (NOC) of the persons must be submitted prior to engaging them work for issuance of gate passes.**
4. **Safety & security of UCIL materials:** Tenderer will be responsible for safe keeping of materials issued by UCIL on free of cost / chargeable basis and on completion of work or during the course of work all materials issued to the Tenderer should be accounted for.
5. The corporation will not provide any accommodation for your staff / labourers deployed at site.
6. The corporation will not provide any food for your staff / labourers deployed at site at the extended hours/ normal hours.
7. Commencement of work by the Contractor can be affected before execution of agreement but after issue of work order / letter of intent and fulfilling of statutory requirements of Insurance by the contractor. Contract Agreement should be executed within one month from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
8. **Insurance:** - The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen & shall from time to time when so required by the Engineer produce this policy & the receipts of premiums paid or satisfactory evidence of insurance cover. Any such policy shall also indemnify UCIL against any claim raised by the injured/ affected workmen or his family.
9. Party shall have to take **ESI insurance coverage/ Workmen compensation Insurance under EC act as applicable / Group Insurance coverage** for all the **labour deployed** before/during the tenure of work
10. Working under this contract will not qualify or give any additional claim to any contract employee for employment in UCIL. All statutory rules and regulations applicable as per workmen's Compensation Act shall be followed by the contractor while engaging and disengaging the Workers / Employees.
11. The contractor has to tackle all labour related issues and maintain smooth Industrial relations/ laws at site so that the job can progress uninterruptedly.
12. **Training:** Contractor shall have to bring all their labourers with trained condition before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI certificate holders or equivalents, etc. And supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-in-charge.
13. **Medical facilities:** The contractor shall be fully responsible for any first aid/emergency treatment or serious medical treatment to his employees. UCIL will provide medical facilities in serious cases only on chargeable basis to contractor's employees.
14. **Manpower details:** The contractor will have to submit the details of the persons to be employed for this work within 07 days of award of work. The contractor will be allowed to start the work only after submission of the details. Proforma of Attestation Forms (02 nos.) may be obtained from site office, Mill for necessary verification of every labourer separately and submission to the Engineer-in-charge, UCIL for onward transmission to the competent authority, UCIL
15. **UCIL's safety Rules & Regulation** for contractor's employees as given in the Annexure-B will be complied strictly during the execution of various works at site. All safety gadgets & appliances as required for carrying out maintenance jobs shall be supplied by the contractor without any extra cost. Regular health checks (as per UCIL norms /instruction) of the staffs / workmen at the contractor's cost are essential part of this contract.
16. **Insurance:** The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to person / persons or damage to the property of any description what so ever caused during the execution of the work. In the event of any such accident the contractor shall be responsible and shall pay proper compensation for the same as per workmen's compensation Act. The contractor shall keep the purchaser /UCIL safe and harmless and indemnified against all claims and expenses, for any such damage or injury to any property or person. The contractor shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against the risk of any accident.
17. The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed but not be limited to the following prevailing acts:
 - a. Factory Act.
 - b. Minimum Wages Act.

- C. Payment of Wages Act.
- d. Bonus Act.
- e. Contract Labour (Regulation & Abolition) Act as prevalent and the rules and regulations made therein from time to time and shall indemnify the holder harmless the UCIL / Purchaser against any claim arising out of compliance or any non-compliance and / to the third party.

18. CONTRACTOR'S OBLIGATIONS:

- a) Pre-requisites: The contractor has to fulfil statutory obligations towards Provident Fund (PF), ESIC (ESI), Labour Licence and all Labour Laws as applicable and amended from time to time. In addition, contractor has to get all his employees verified by Police Authorities as mentioned at Sl. (e).
- b) ESIC: All employees of the contractor must have their own ESIC Registration Code Number and individual ESIC A/C. No. of the labourers. If the contractor labours are not covered under ESIC Act, then they are required to produce Group Insurance Policy linked with Workmen's Compensation.
- c) Provident Fund (PF): The contractor is required to have his own PF Code No. and fulfil all obligations under the Provident Fund Act.
- d) Labour Licence: Contractor deploying 20 or more employees to execute an Order will have to obtain Labour Licence from the Office of the Labour Commissioner.
- e) Police Verification: Contractors are required to get their employees police verified from the concerned police authorities of the respective zones/police station/thana depending upon the place of residence of the employee. The contractor has to make an application on Contractor's letter-head to the concerned office for Police Verification Report (PVR), attaching personal particulars of each employee, in the prescribed Form.
- f) Contractor will be responsible for making monthly payment to the personnel (skilled / Semiskilled / Unskilled) deployed by him, on or before 7th of every month without fail in presence of Company's authorized representative. In case of any lapse on their part or on part of the personnel deployed by contractor, he will be held exclusively and directly responsible. Payment for providing services beyond the scheduled hours (Over time) will be paid on actual basis depending upon the requirement.
- g) That the contractor shall submit detail of the names, parentage, residential address, age, ID proof, photographs etc. of the persons deployed by him in the premises of UCIL for the purpose of proper identification of the employees of contractor deployed along with police verification. These employees shall display their identity cards at the time of duty.
- h) That the persons so deployed shall be exclusively for duties for this tender only.
- i) That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer's Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statutes that may be applicable to them and shall further keep the corporation indemnified from all acts of omission, fault breaches and / or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the corporation shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments/RA bills.
- j) It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Central Government / State Government whichever is available, from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.
- k) That the contractor shall submit every month the proof of having deposited the amount of contribution on account of ESI & EPF towards the persons deployed at UCIL in their respective names before submitting the R.A. bill for the subsequent month. In case the contractor fails to do so, the R.A. bill claimed shall be withheld till submission of required documents.
- l) That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
- m) That the contractor shall be required to maintain permanent attendance register & muster roll at the UCIL premises which shall be open for inspection and checking by the authorized officers of UCIL.
- n) That the contractor shall make the payment of wages, etc. to persons so deployed in the presence of representative of UCIL and shall on demand furnish copies of wage register/muster roll, etc.
- o) The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.
- p) That the contractor shall deploy his persons in such a way that they get weekly rest. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Department.
- q) In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Department is put to any loss/ obligation, monetary

r) otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

- r) The service provider's personnel shall not claim any benefit / compensation/ regularization or services from this Department under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
- s) In case of break of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this Department besides annulment of the contract.

Bid Rejection Criteria:

- a) Following bids shall be categorically rejected:
 - i) The bids received after Tender closing date and time.
 - ii) The bids received without EMD or Tender document fee.
- b) Following may render the bids liable for Rejection.
 - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
 - ii) Bids with technical requirements and or terms not acceptable to UCIL.
 - iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

4.The Bid Security will be forfeited:

- a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
- c) If the Bidder furnished fraudulent document/information in their bid.

5. Furnishing fraudulent information / document:

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

6 .PRE BID CLARIFICATION

- i. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the requirements and terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard from UCIL before submission of the tender. Such clarifications should be necessarily obtained at least 5 days before the due date/extended due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.
- ii. UCIL shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender . Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification/query, shall be made exclusively through issue of an Addendum/ Corrigendum. The Addendum/ Corrigendum, if any, will be uploaded on *e-tender portal (https://gem.gov.in/)* / *UCIL's website/ Government e-procurement website* and it shall become part of the Contract Document. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.
- iii. Offer has to be submitted by sole Bidder only. Offers submitted in Consortium/JV shall not be accepted.

7. Rate (s) in figures and words:-

The tenderer should mention their price / item rates in figures as well as in words. In case of any dispute / ambiguity, the price / rate mentioned in words shall be considered as final. Insertions, post scripts, additions and alterations shall not be recognized unless confirmed by the tenderer's signature. **Tenderer shall quote rates(s) / price(s) their service charge & Profit in % at on line in the price bid document (schedule of items and quantities) enclosed along with tender document. Otherwise, offers of parties quoting without this price format will be outrightly rejected.** The tenderer shall quote rates in figures and words will generate automatically.

(8) Taxes & Duties:-

All Taxes including GST, service taxes, royalties, duties, octroi etc. and other taxes for execution the contract are to be specified clearly with in figures in the price bid (in a separate sheet if required). The final quoted rate should be inclusive of service tax /GST applicable at the time of tender.

The entire amount of service tax/GST will be recovered from the RA bill & deposited directly by UCIL, if applicable.

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the existing taxes at any stage during execution of the contract shall be reimbursed to the contractor on production of documentary evidence. Offers with price variation clause will be out rightly rejected.

(9) SECURITY DEPOSIT:

The Amount of Security Deposit including the amount of Earnest Money shall be **10%** of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

In addition to the above, further amount to the extent of the **5%** of awarded value of the work will be deducted from the running account bills by way of percentage deductions. Such percentage deduction shall be @**5%** of the running account bills till the full amount of security deposit is realised / retained by the corporation.

Failure in carry out the awarded work shall entail forfeiture of the security deposit. Security deposit will be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion of the work and taking over & on submission of PBG till defect liability period.

(10)BANK GUARANTEE:

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

(11) PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD:

Not applicable.

(12)TERMINATION OF CONTRACT:

The performance of the contractor will be reviewed after 45 days from the date of actual commencement of the work at site and if found unsatisfactory, UCIL reserves the right to terminate the contract with 15 (fifteen) days notice as per discretion of UCIL without assigning any reasons whatsoever. Further, UCIL also reserves the right to terminate the contract at any point of time with 15 days notice as per the discretion of UCIL without assigning any reason.

(13) PAYMENT TERMS:

Payment shall be released within 30 days through RTGS upon submission of pre-receipted invoice along-with correct & complete documents. UCIL will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents. The Contractor shall intimate their Bankers details and Account No. etc. to Finance Section, UCIL, and Gogi Project.

Contractor shall be paid as per the following schedule duly certified by the Engineer-in-charge of the contractor bill, Subject to deduction in price which UCIL is authorized to make under this contract the contractor shall be entitled to receive monthly R.A bill as follows:

Ø 100% (Hundred percent) of the basic amount of the invoice along with proportional GST arrived based on the actual monthly deployment within 30 days after duly certification of UCIL Engineer-In-charge & receipt of mail from UCIL Engineer-In-charge, as per agreed unit rates for each category of manpower shall be paid on monthly basis.

- a) Tax Invoice.
- b) Certification from EIC regarding that Contractor has submitted certified attendance sheet of manpower supplied as per schedule
- c) Certification from EIC that Contractor has made all statutory payments for the Bill period incl. ESI/ PF/ ESI/WC Insurance (as applicable) adherence to the payment of minimum wages etc.
- d) Undertaking that CONTRACTOR has complied with all statutory requirements during the period

for which the payment has been claimed.

- e) Dully signed No claim certificate, along with last bill, in UCIL's prescribed format.
- f) Certification from UCIL, along with last bill, that Contractor has completed entire obligations under this order.
- g) Any other documents as required by UCIL not specifically mentioned hereof.

The decision of Engineer-in-charge in this matter shall be final.

In case any or all of the documents listed under clause 14 above is not submitted along with the invoice, payment shall be kept in abeyance till submission of the requisite documents. In such an event contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping UCIL completely indemnified against any claims.

(14) VALIDITY OF OFFER:

The offer should remain valid for a minimum period of Six months/180 Days from the date of opening of the tender. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so, the earnest money deposit may be forfeited.

(15) PERIOD OF CONTRACT:

The time for completion is one of the most important aspects of this order and shall be firm & binding. The work against this order shall be deemed to be completed only after acceptance of the work by UCIL.

The contract period shall remain valid for a span of 731 days from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 20 days on receipt of LOI indicating contract price of the work. However, date of actual start of work shall be fixed by UCIL at the discretion of Engineer-In-charge.

(16). EXTENSION OF CONTRACT:

The contract period may also be extended up to 90 days beyond the actual stipulated contract period, if so deemed fit by UCIL and agreed by the Contractor on repeat work order basis. If so happens contractor shall have to work on the same terms & conditions and price of the contract without any escalation of prices.

The completion schedule shall be suitably extended due the following reasons:

- i) Delay in providing fronts by UCIL, for undertaking the work
- ii) Any suspension order given by UCIL under
- iii) Any occurrence of Force Majeure as provided in tender

(17). MOBILISATION TIME:

Mobilization shall be done within 20 days of issue of LOI / WO. Whichever is earlier. For further instructions on execution of contracts, UCIL Gogi Project Site-in-charge/ Engineer-in-charge will confirm the exact programme of start/execution of job(s). No mobilization advance is payable in the contract.

(18) VARIATION IN QUANTITY OF ITEMS:

Variation in quantity of items mentioned under scope of work: The quantities mentioned against individual items are tentative. The actual quantities of individual items may vary (from those indicated in the tender documents due to actual conditions of the site or due to other reasons) to any extent, keeping the actual value of total work done well within $\pm 25\%$ on the contract sum or work order value. The contractor shall carry out all work up to total variations of $\pm 25\%$ on the contract sum or work order value and all tendered rates shall remain firm within this limit. Any individual item may vary to any extent and be excluded altogether.

(19) Subletting of contract

Subletting of the contract in any form is not allowed .

(20). Escalation Clause:

Escalation Clause is only applicable on the "Prevailing Min. wages and its related components like Min. Wa ges, EPF, Bonus, overtime payment & any other statutory components only" and shall be reimbursed on a ctual basis subject to documentary evidence of latest Central. Govt. /State Govt. Circulars on Minimum wa ges.

(21) CAPACITY OF THE BIDDER

i) TECHNICAL CAPACITY

The Bidder shall satisfy UCIL that he possesses the necessary technical experience and qualificatio n to undertake the work to the best of quality and workmanship. Necessary details in this connecti on, if any, specified in the Eligibility criteria to be furnished.

ii) LEGAL CAPACITY

The Bidder shall satisfy UCIL that he is competent and authorized to submit the Tender and/or to e nter into a legally binding Contract with UCIL. To this effect any person giving a Tender shall rende r documentary evidence that his signature, on the Tender submitted by him, is legally binding upo n himself, his firm or company, as the case may be.

iii) AUTHORITY OF PERSON SIGNING DOCUMENTS

A person signing the Tender form or any document forming part of the Contract on behalf of anothe r shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, UCIL may, without prejudice to other civil and cri minal remedies, cancel the order and hold the signatory liable for all costs and damages.

iv) ARRANGEMENT OF TENDER

The Tender shall be neatly arranged, be plain and intelligible, type-written on white paper with con secutively numbered pages in solid binding and each page signed. They should not contain any ter ms and conditions, printed or otherwise, which are not applicable to the Tender.

v) NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expense s of and incidental to or incurred by him through or in connection with his submission of Tender, ev en though UCIL may elect to withdraw the Invitation to Tender.

(22) Evaluation process:

- Ø *The tender will be evaluated considering the entire quoted amount and value*
- Ø In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered.
- Ø During evaluation, if it is found that bidder has quoted incorrect applicable rate of tax then correct applicabl e rate of tax shall be considered for evaluation.
- Ø In case, price/ fee quoted by any bidder is silent on the incidence of taxes & duties, it will be construed tha t the prices quoted by him include the incidence of all taxes, duties, levies etc.
- Ø Bidder must quote their rates against all the items in Price Schedule enclosed with this tender. If bidder fails to quote any of the items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment.
- Ø Final discussions shall be held with the techno-commercially acceptable L-1 Bidder only, if required.

(23) AWARD OF CONTRACT:

*The **L1** bidder will be decided considering the entire quoted amount and value .*

The acceptance of a tender and award of contract to one or more than one tenderer, if conside red necessary is the decision with the Corporation. It shall not be obligatory on part of the Corporation to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwis e, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded from him by any Tenderer in respect thereof.

Important Note:

Bidders shall note that pursuant to supply split among bidders using GEM splitting method, in c ase of delay/ default in supply by the successful bidders (L-1 & the other bidder which has matched th e L-1 rate/ price) as per the stipulated schedule, UCIL reserves the right to take out the portion of the s

applies of the defaulting party & get it supplied through the other successful bidder supplying the said item.

(24) Quoting of Price Bid in GEM

Bidder should quote "Percentage of (Service charge + Profit)" inclusive of GST

And the resultant FORMULA in GEM consider as:

$$\frac{(((\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)}) * \text{Number of working days in a month}) * 1.18 + (\text{Percentage of Service charge inclusive of GST} * (\text{Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day)}) * \text{Number of working days in a month}) / 100) * \text{Number of Resources to be hired} * \text{Tenure/ Duration of Employment (in months)} + (\text{Additional Certifications/Trainings required for the resources being hired Addon Price} * \text{Minimum daily wage (INR) exclusive of GST} / 100)}$$

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---