



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4083153  
Dated/दिनांक : 27-10-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-11-2023 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-11-2023 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (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	Jaduguda
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour
Contract Period/अनुबंध अवधि	2 Year(s) 1 Day(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
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	1705819.46
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	17058

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(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 :

Accounts Works  
JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO  
(Chief Manager)

#### 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. 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. 2. 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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of work & Job description:**[1697176734.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1697176756.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 3 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Unskilled

**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
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	3	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 504</li> <li>• Bonus (INR per day) : 41.98</li> <li>• EDLI (INR per day) : 2.52</li> <li>• EPF Admin Charge (INR per day) : 2.52</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 16.38</li> <li>• Provident Fund (INR per day) : 60.48</li> <li>• Number of working days in a month : 26.375</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years

Specification	Values
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Unskilled

**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
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 504</li> <li>• Bonus (INR per day) : 41.98</li> <li>• EDLI (INR per day) : 2.52</li> <li>• EPF Admin Charge (INR per day) : 2.52</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 16.38</li> <li>• Provident Fund (INR per day) : 60.48</li> <li>• Number of working days in a month : 13.25</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

## **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. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Uranium Corporation of India Limited  
Account No.  
33135840169  
IFSC Code  
SBIN000227  
Bank Name  
State Bank of India  
Branch address  
Jaduguda

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### **3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **Scope of Work**

This contract is intended to look after the safety of employees and contractor workers vehicles parked in the designated parking stand (02 stands) and numbers of vehicles are as follows:

- 1) Cycles: 200
- 2) Two/Four Wheelers: 1500

The number of vehicles as mentioned above is tentative and may vary to any extent. There shall be no extra payment for variation, if any.

Contractor should make statutory payments to contractor workers by 07th of every month irrespective of monthly RA bill clearance from corporation.

The Contract will be valid for 02 Years from the date of award however the contract may be extended, on same terms and conditions, with the mutual consent of both the Contractor and Company. The Contract has the provision of 10 % time extension or/and value extension, if required may be considered at the discretion of the management with the existing terms and conditions.

## **PRE-QUALIFICATION CRITERIA (PQC)**

Pre-qualification criteria (PQC) for Experience & Past performance: Sole Bidder should fulfill the technical eligibility requirements as detailed below: The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

### **A. TECHNICAL ELIGIBILITY CRITERIA**

#### **1. EXPERIENCE**

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost **i.e. 40% of Rs. 17,05,819.46/- = Rs. 6,82,327.78/-).**

or

b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost **i.e. 50% of Rs. 17,05,819.46/- = Rs. 8,52,909.73/-).**

or

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost **i.e. 80% of Rs. 17,05,819.46/- = Rs. 13,64,655.57/-).**

Similar completed works means: **"Any kind of similar works (Custodianship of vehicles/Manpower supply job) in any industry/ institution (Govt./PSU/Private)."**

In case of experience in labour supply **"the bidder shall also submit documentary evidence of schedule of rates or price schedule of order received, clearly establishing that work was carried out based on manpower supply rate"**.

The bidder must submit documentary evidence by way of notarized copy/copies of work order and completion certificate specifying the work & the amount of order from client in support of meeting above technical eligibility criteria.

#### **2. GEOGRAPHIC PRESENCE:**

The bidder should produce Registration Certificate of the Office showing Geographical location of their Presence within the geographical limits i.e. (that is) - Jharkhand State

The following documents must be submitted as proof of registered office -

1. The registered document of the title of the premises of the registered office in the name of the company;  
OR
2. The notarized copy of lease / rent agreement in the name of the company along with a copy of rent paid receipt not older than one month;

**In addition to the above, the following must also be provided as proof of registered office:**

The authorization from the Landlord (Name mentioned in the Electricity Bill or Gas Bill or Water Bill or Property Tax Receipt or Sale Deed) to use the premises by the company as its registered office. This is usually referred to as NOC from Landlord;

AND

Proof of evidence of any utility service like telephone, gas, electricity, etc. depicting the address of the premises in the name of the owner or document, which is not older than two months.

OR

3. GSTIN registration

OR

4. Udyam Registration Certificate

All the manpower engaged for this work, should adhere recruitment rules and regulations as per Jharkhand State Employment of Local Candidates in Private Sector Act, 2021 and The Jharkhand State Employment of Local Candidates in Private Sector Rules, 2022.

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**B. FINANCIAL ELIGIBILITY CRITERIA**

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Pre-qualification criteria (PQC) for financial requirement:

The bidders having credentials of complying with the minimum eligibility as stipulated herein below would be considered eligible in respect of this tender for further evaluation of their bids.

Average annual financial turn over during the last 3 years (2020-2021, 2021-2022 and 2022-2023), ending 31st March of the previous financial year (FY 2022-23), should be at least 30% of the estimated cost (**i.e. 30% of Rs . 17,05,819.46/- = Rs. 5,11,745.84/-**).

Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending **31<sup>st</sup> March 2023 (Balance Sheet and Profit & Loss Account)**. The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not a Company and is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate 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. In case of Companies / Firms which are less than three (3) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and p



profit & loss statement or CA certificate submitted by the bidder for the available period divided by three (3).

The bidder is liable to be disqualified, even though they meet the eligibility criteria, if they

1. Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or
2. Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

### **C. ONE BID PER BIDDER**

As per General Terms and Conditions on GeM 4.0 (Version 1.12) dated 16<sup>th</sup> August 2023 [Clause No. 29], a Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format Whereby,

A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

A person shall be deemed to have bid in a partnership format or in association of person's format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

A person shall be deemed to have bid in a company format if the person holds:

- i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or iii. Holds more than 10% (ten percent) of voting share capital in and/or
- iii. is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

### **D. PRE-BID CLARIFICATION**

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1. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and

as per the 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 from Additional Manager (Pers.), UCIL Narwapahar, in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 2 days before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Any deviation to the terms & conditions shall result in rejection of the offer. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.

2. 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.
3. Offer has to be submitted by sole Bidder only. Offers submitted in consortium shall not be accepted.

#### **E. SUBMISSION OF TENDER**

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1. Tender shall be prepared and submitted online on the e-portal as per the instructions given in GEM Portal. All the filled in documents shall be duly stamped & signed on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their required documents as mentioned in the Bid.
2. Bids submitted by any other mode will not be accepted and will be summarily rejected.
3. Bid should be submitted at the portal in two parts as below.
  1. Un-priced techno-commercial bid (Part - I)
  2. Price bid (Part - II)

The un-priced techno-commercial bid shall contain all details along with the supporting documents scanned and uploaded by the bidder in GEM Portal as per the requirement **without indicating price quote**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the technical evaluation process. All pages of the bid document shall be duly signed & stamped by the authorized person of the firm/company.

#### **F. REQUIRED DOCUMENTS TO BE UPLOADED IN GEM PORTAL**

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The following documents are mandatorily required to be uploaded as per below sequence in GEM Portal:

1. Documents as per **Technical Eligibility Criteria** as mentioned in **Pre-qualification criteria (PQC)**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process.
2. Documents required for financial eligibility of the party as per **Financial Eligibility Criteria** as mentioned in **Pre-qualification (PQC)**
3. Work completion certificate with mentioned executed amount and work duration against each work
4. The bidder has to provide duly signed copy of the **Integrity Pact** as per **Annexure - I** as mentioned below of the current PQC document to be furnished on bidder letter head.
5. The bidder should upload the **'Declaration by Bidder'** as per **Annexure - II** as mentioned below of the current PQC document to be furnished on bidder letter head.
6. The bidder submitting the Tender online shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.
7. Corporation can take any required documents related to bid as mentioned above (as additional documents) from the bidder (seek clarifications Section from the bidder in GEM Portal), if not uploaded in GEM Portal.

#### **(G) CAPACITY OF THE BIDDER**

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**1. TECHNICAL CAPACITY**

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

**2. LEGAL CAPACITY**

The Bidder shall satisfy UCIL that he is competent and authorized to submit the Tender online in GEM Portal and/or to enter into a legally binding Contract with UCIL. To this effect any person giving an amendment shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

**3. AUTHORITY OF PERSON SIGNING DOCUMENTS**

A person signing the Tender form or any document forming part of the Contract on behalf of another 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 criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

**4. ARRANGEMENT OF TENDER DOCUMENTS**

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

**(H) PRICE PART**

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in GEM Portal.

**(I) FINALIZATION OF TENDER**

1. The L1 bidder shall be the technically Qualified Bidder who has submitted the lowest Price Offer in the e-tender process
2. During evaluation, if it is found that the bidder has quoted incorrect calculation in any component e.g. applicable rate of tax then correct applicable rate of tax shall be considered for evaluation (Seek Clarification from bidder in GEM Portal).
3. In case price/ fee quoted by any bidder are silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.

**(J) CONFIDENTIALITY**

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Bidder shall note that all data / specification enclosed with Tender document getting uploaded in GEM Portal are confidential. Bidder shall keep all data in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party.

**(K) GENERAL**

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1. Bidder shall submit their Offer Strictly in Accordance with The Technical & Financial Specifications & as per Terms and Conditions of Tender Document without any Deviation.
  2. Before submission of tender online in GEM Portal, Bidders are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
  3. The bidders are advised to visit the site to acquaint themselves with the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water or similar physical conditions of the site.
  4. All work shall, unless specified otherwise, conform to the latest revision of relevant IS/CPWD specifications.

cations and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.

5. Necessary contractor workers insurance coverage shall be obtained by the contractor for the workmen engaged at site and labor license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
6. Canvassing in any form is strictly prohibited and any bidder found to have resorted to canvassing or influencing other bidder shall be liable to have his tender rejected summarily.
7. If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the UCIL reserves the right to reject such tender.
8. Tender documents are not transferable.
9. Bidder shall have to comply with provision of contract labor (Regulation & Abolition) act 1970 and rules appended there under, if applicable to him.
10. The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelization in the bidding process.

**(L) UCIL's RIGHT TO ACCEPT ANY BID OR TO REJECT ANY BID**

UCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL's action.

**(M) INTEGRITY PACT**

All the Users in GeM i.e. Contractor as well as UCIL agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

**Annexure - I**

**Integrity Pact guidelines**

**(To be furnished on letter head)**

**"The UCIL"** And **"The Contractor"** hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines as under:

**Preamble**

The UCIL values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

**Section 1- Commitments of the UCIL**

1. The UCIL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the UCIL, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.

b. The UCIL will during the bid process treat all Contractor(s) with equity and reason. The UCIL will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.

c. The UCIL will exclude from the process all known prejudiced persons.

2. If the UCIL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the UCIL will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the Contractor(s)**

**1.** The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the UCIL's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the UCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or int

ends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from bid process and exclusion from future contracts**

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the UCIL is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

**Section 4: Compensation for Damages**

1. If the UCIL has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the UCIL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the UCIL has terminated the contract according to Section 3, or if the UCIL is entitled to terminate the contract according to Section 3, the UCIL shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression**

1. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.

2. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".

The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

UCIL

BIDDER/CONTRACTOR

Signature

Name of the Officer

Designation

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-  
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-  
-  
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- a. We hereby declare that our organization M/s \_\_\_\_\_ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.
- b. We hereby declare that our organization M/s \_\_\_\_\_ have never defaulted (i.e. delayed / not done) statutory payment to contractor workers as per stipulated statutory timelines, working under my organization in any unit of Uranium Corporation of India Limited (UCIL) in the past.
- c. We hereby declare that our organization M/s \_\_\_\_\_ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by UCIL during this process without protest or demur.
- d. We confirm our acceptance to all technical as well as commercial terms & conditions of the above-referred tender enquiry without any deviation whatsoever.
- e. We confirm our acceptance to submit only one bid in a particular bidding process as mentioned in the bid document.
- f. On award of work order against the above tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to Minimum wages, PF, ESI, Bonus and statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep UCIL fully indemnified against any or all claims arising out of the above with regard to the subject order.

(SIGNATURE OF THE TENDERER)

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Mobile no.:

Phone No.:

E- mail:

**SERVICE LEVEL AGREEMENT (SLA)**

1. The Contract will be valid for 02 Years from the date of award however the contract may be extended, on same terms and conditions, with the mutual consent of both the Contractor and Company. The Contract has the provision of 10% time extension or/and value extension, if required may be considered at the discretion of the management with the existing terms and conditions.
2. The quoted rate by the contractor for unskilled category should be as per **current Central Min. Wages, EPF - 13%, Bonus - 8.33%, ESI - 3.25% and GST - 18%, Profit with GEM Service Charges - 3.85%, already included** in the bid estimate and same shall be reimbursed to the party by producing relevant documents along with the bill. The contractor should comply with the statutory payments to the contractor workers as per the quoted rate and scheduled statutory timelines.



3. The Corporation reserves the right to accept or reject any or all tenders either in full or part or to split up the work, if necessary, without assigning any reasons thereafter.

4. **Man-power deployment**

Contractor has to deploy and do statutory payment as per the below conditions -

- a. 01 contractor worker in each shift (i.e. Shift A, Shift B and Shift C) i.e. 03 Persons in a day
  - b. 01 reliever will be deployed on the rest day/ absenteeism / leave/holidays of contractor worker
  - c. All the manpower engaged for this work, should adhere recruitment rules and regulations as per Jharkhand State Employment of Local Candidates in Private Sector Act, 2021 and The Jharkhand State Employment of Local Candidates in Private Sector Rules, 2022
  - d. Minimum wages, EPF, ESIC and Bonus should be paid to the contractor workers who will be deployed for custodianship of 02 parking lots (Officers and workmen parking area).
5. The Contractor should ensure the safety of Cycle/two-wheelers/Four Wheelers parked in the stand (02 Stands)
6. The vehicle parking stands (02 Stands) shall be made available to the contractor on non-chargeable basis/free of cost for parking two wheelers i.e., Scooters, Motor cycles, mopeds and cycles and Four Wheelers of CORPORATION employees.
7. No rent/license fee shall be collected by the Contractor from CORPORATION employees or contractor workers towards caretaking of their vehicles parked.
8. In case of any theft of bi-cycle/two-wheelers/four wheelers, the custodian of 02 parking stands i.e. the contractor will be responsible and necessary replacement/deposit of cost of the bi-cycle/two-wheelers has to be done within three days of the event occurred.
9. On the expiry of contract period, contractor should hand over the cycle/scooter stand intact to the Corporation. Any damage/loss will have to adequately be compensated by the Contractor to the Corporation.
10. Contractor/Supplier shall pay the Salary (Minimum Wages and Bonus) to their worker within the scheduled time i.e. on or before 7<sup>th</sup> of every month. The mode of payment to labours will be through e-payment in contractor workers bank account only and none of other mode will be acceptable. Copy of e-statement of all contractor workers will be submitted with the monthly RA bill by 10<sup>th</sup> of every month.
11. No alteration/ modification shall be made by Contractor without prior approval of the Corporation.
12. Party has to submit LIN No., EPF Code, ESI Code, GSTN, PAN, Aadhaar Card of the Establishment/Owner within 10 days of receiving of LOI to personnel section. All the documents as mentioned above should be active for payment processing.
- 
13. **Contractor workers Insurance:** Necessary insurance coverage (i.e. ESIC) shall be obtained by the Contractor for 04 (Four) nos. of un-skilled workers (Inclusive Of 01 Reliever) engaged for this work for the whole period of contract so that the both the stand are continuously taken care. The Corporation shall not be responsible/ liable for or compensation arising under Employee's State Insurance Act, 1948 or any other claims of the staff engaged by the contractor for this work.

1. **Payment of Wages on working days and holidays:**

Contractor has to make payment for working days and holidays as taken in the estimate below and claim the same. The payment of the same will be reimbursed to the Contractor on production of relevant documents.

Following have been taken in the bid estimate:

**03 Contractor Workers**

No. of Working Days =  $731-104 = 627$

Paid 06 National holidays -  $3*2 = 6$  National Holidays [26th January, 15th August and 02nd October, As per The Industrial Establishment Bill (National and Festival Holidays and Casual Leave), 1971]

Total No. of Working Days + National Holidays

**$627+ 6 = 627+6 = 633$  days**

**01 Contractor Worker (Reliever)**

Total no. of working days in 2 years

[01 Reliever - Rest Days/Absenteeism of 03 Shifts Manpowers:

No. of Working Days =  $104*3 = 312$

Paid 06 National holidays -  $3*2 = 6$  National Holidays [26th January, 15th August and 02nd October, As per The Industrial Establishment Bill (National and Festival Holidays and Casual Leave), 1971]

Total No. of Working Days + National Holidays

**$312+ 6 = 318$  days**

14. The contractor shall follow the Rules/Act and maintain statutory registers mentioned below as applicable in this contract:-

- a. Mines Act 1952
- b. Contract labour (Regulation & Abolition) Act,1970 and rules framed there under
- c. Jharkhand State Employment of Local Candidates in Private Sector Act, 2021
- d. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022.
- e. The Industrial Establishment Bill (National and Festival Holidays and Casual Leave), 1971
- f. Central Minimum Wages Act, 1948
- g. Payment of wages Act,1936
- h. Employers liability Act,1938
- i. Employees' provident fund and miscellaneous provisions Act,1952
- j. Payment of bonus act,1965

k. Employees State Insurance Act 1948

- l. The National & Festival Holidays Act
- m. Weekly Holidays Act,1942
- n. Equal remuneration act,1976
- o. The Maternity Benefit Act, 1948
- p. Industrial disputes act, 1947.
- q. Industrial employment standing orders act, 1946.
- r. Ease of compliance to maintain registers under labour laws rules, 2017
- s. Rationalization of forms and reports under certain labour laws rules, 2017
- t. 04 labor codes and rules (As applicable in future)

15. Procedure for engaging persons as per the tender -

All persons before their actual engagement in any work will have to be medically examined and in case found to be medically fit will be considered for engagement. Cost of medical examination shall be borne by the contractors.

The names and other particulars of all the persons employed as per this tender will have to be entered in the Form - A Register of the mine before they are deployed in any job. For entering their names in to the Form A-Registers, the following documents will be required.

- a. Proof of Medical Fitness in the prescribed format
- b. Proof of Date of Birth
- c. Identification Proof

All the persons shall be required to be imparted vocational training under the Mines Vocational Rules, 1966 will have to be imparted vocational training at the Group VTC, Narwapahar before engaging them in the actual operations.

The contractor will also submit to the Engineer In-Charge a list of persons engaged by him. He has to inform mines manager and update the list as and when any person is employed newly or is terminated from the work.

The engagement of all the persons will be provisional and subject to police verification of the credentials of the person.

- 16. The contractor has to ensure the following statutory compliances for contractor workers-
  - a. Employment Card in Form – XII
  - b. Issuance of Wage Slip in FORM – XIX
  - c. Service Certificate in FORM – VIII

**17. Medical Care**

The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractors at the site. In serious case medical facilities of UCIL may be available on chargeable basis.

- 18. In case of any dispute arises out of this contract, the decision of the Corporation shall be final and binding.
- 19. First aid/ canteen facility/ electricity for personal use by the engaged staffs shall be provided on chargeable basis as per norms of the company.

**20. Labour Wage escalation**

The labour wage escalation will be paid as per formula mentioned below up to the scheduled completion date including duly approved Time or/and Value Extension, if any, on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time or/and value extension.

$$W1 - W0$$

$$--- WEV = R \times -----$$

$$W0$$

where,

WEV	=	<b>Wage Escalated Value</b>
R	=	Work done value during period under consideration
W0	=	Minimum Labour Wages based on Govt. notification as per ALC (C), Chaibasa as on the date of opening of price bid.

W1	=	Revised Minimum Labour Wages, based on Govt. notification as per ALC, (C), Chaibasa, during the period of execution of work
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## 21. **Earnest Money**

Earnest Money (Rs. 17,058.19/-) shall be deposited by way of demand draft (DD)/ RTGS drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at Jaduguda Branch of State Bank of India [Jaduguda Branch Code no 0227]. OR BG in lieu of EMD (Applicable only, if Earnest Money Deposit, EMD is equal or more than Rs.50,000/-) may be submitted in the form of Bank Guarantee obtained from a scheduled /Nationalized Bank. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled / nationalized bank. BG in lieu of EMD (Bid Security) shall remain valid for a period of 09 months from the due date of submission of the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards S D in the prescribed format to be attached with order. Once the L1 bidder is decided, the earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

The EMD will be forfeited and is liable to GST at applicable rate, if

- a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
- c. In case bidder submits false/fabricated documents.
- d. In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.

Tenders without earnest money are likely to be rejected.

## 22. **Security Deposit**

The total amount of security deposit will be 10% of the awarded value of work [DOE OM No. F.1/2/2023-PPD dated 03rd April 2023], i.e. contract price. Fifty percent of this amount (i.e. 5.0% of the contract price) shall have to be deposited as initial security deposit within 30 (Thirty) days after signing of Contract Agreement. Balance 5 % of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized / retained by the Corporation.

### **Acceptable Mode of payment of Initial Security Deposit**

In properly executed Bank Guarantee issued by any Indian Nationalized/ Schedule Commercial banks in the approved format as enclosed herewith.

- a. For deposit upto Rs. 5,000/- : Demand Draft payable at SBI,Jaduguda/Hartopa.
- b. For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL.
- c. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank.
- d. For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by

Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above.

### **Refund of Security Deposit**

Before releasing security deposit (SD) in respect of supplies/works, a "No Due Certificate" shall be issued by EIC /OIC duly countersigned by head of the department after a "No Due Certificate" shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/con

tractor.EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor. On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract. Release of Security Deposit will be as per Schedule - F as mentioned below in **Annexure -III**.

**23. Liquidated Damages (LD)**

If the contractor fails to start work within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort.

Contractor shall be solely responsible for any damages, theft, pilferage during lifting, loading, unloading, shifting and transportation of materials, machine. Proportionate amount shall be recovered for such damages from final payment and discretion of Engineer-in-charge in this matter will be final.

**Annexure-III**

**SCHEDULE - (F)**

Accepting Authority	Chairman and Managing Director
Market rate percentage addition to cover overheads and profit	Not applicable
Total Security deposit (SD)	10% of the contract price
Time of completion of work	24 months from the 15th day of issue of letter of Intent ( LOI ) / work order whichever is earlier
Agreed liquidated damage	LD shall be levied where reasons are attributable to Contractor as mentioned in the bid document
Defect Liability Period	NIL
On Account Payment	Monthly R.A. bill.
Refund of Security deposit (10% of contract price including taxes & duties)	The security deposit of 5% of contract price shall be returned after issuance of Completion certificate from UCIL. Balance 5% amount which was recovered from R A bill shall be returned after submission of final bill.
Authority for Appointing Arbitrator	Chairman and Managing Director.

24. **Penalty:**

- a. As per Payment of Wages Act, 1936 [Clause No. 20 of THE PAYMENT OF WAGES ACT, 1936], penalty will be imposed to contractor with value of Rs. 1500/- for each such offence (i.e. every day of delay – after 07<sup>th</sup> of the month) as per the below mentioned 02 conditions. In case payment of contractor workers (i.e. Central Minimum Wages) engaged for this work has not been made on the stipulated payment day i.e. on or before 07<sup>th</sup> of every month. In Case of Bank Holidays/Corporation Holidays/weekend falls on 07<sup>th</sup>, Minimum Wages and Bonus payment should be done before 07<sup>th</sup> of the month.
- b. As per Payment of Bonus Act, 1965, penalty will be will be imposed to contractor with value of Rs. 1000/-, if the Bonus payment will not happen within a period of eight months from the close of the accounting year i.e. November.
- c. The Contractor shall put up the bills on the monthly basis to the Engineer-in-Charge / Engineer representative for necessary certification and payment on or before 17<sup>th</sup> of every month (In Case of Bank Holidays/Corporation Holidays/weekend falls on 17<sup>th</sup>, it will be 18<sup>th</sup> of the month), failing which, Corporation will not be responsible for the delay in payment of monthly RA Bill to contractor accordingly. Penalty of Rs. 500/- will be imposed for each day of delay of bill submission.
- d. No payment shall be made in case of strike/stoppage of work. Penalty will not be applicable for force majeure conditions.

25. **Payment Failure of Statutory Payments within Stipulated Period**

In case of failure to pay salary by contractor to their workers before stipulated payment day.e. 07<sup>th</sup> of every month, provident fund within the scheduled date i.e. 15<sup>th</sup> of every month or bonus within a period of eight months from the close of the accounting year i.e. November of the respective accounting year in 02<sup>nd</sup> repetitive instance, Corporation shall pay salary directly to contract labours and such amount shall be recovered within two months from RA bill from the date of such payment made as well as action will be initiated against respective contractor by imposing penalty. Contractor who failed to pay minimum wages and provident Fund to their workers within the scheduled date in 2nd Instance, Corporation shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at **Contractor's risk and cost** including blacklisting procedure.

Such cancellation of contract on account of non - performance by the Contractor would entitle the corporation to forfeit the performance security besides other actions such as downgrading the Contractor's rating or debarment from the GeM for specified period as decided by GeM on merits.

26. **Different Taxes**

Income Tax & other taxes will be deducted as per norms of the Corporation, if applicable.

27. **Force Majeure Conditions**

As per General Terms and Conditions on GeM 4.0 (Version 1.12) dt. 16th August 2023 [Clause No. 15, iv], If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay

in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer (i.e. Corporation) shall be at liberty to take over from the Seller (i.e. L1 awarded Contractor) at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

28. The Contractor shall not sublet/sub-contract the whole or any part of work or assigns the order or any part thereof without the prior written consent of UCIL. In the event the Contractor contravenes this condition, UCIL reserves the right to reject the work and complete the same at **Contractor's Risk and Cost**.

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### **29. Termination**

In case of failure to pay salary by contractor to their workers before stipulated payment day i.e. 07<sup>th</sup> of every month. Corporation shall pay salary directly to contract labors and such amount shall be recovered within two months from RA bill from the date of such payment made as well as action will be initiated against respective contractor by imposing penalty.

Contractor who failed to pay minimum wages and provident Fund to their workers within the scheduled date in 2<sup>nd</sup> instance, Corporation shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at **Contractor's risk and cost** including blacklisting procedure.

Such cancellation of contract on account of non-performance by the contractor would entitle the corporation to forfeit the performance security (SD) besides other actions such as downgrading the Contractor's rating or debarment from the GeM for specified period as decided by GeM on merits.

### **30. Contractor's Risk and Cost**

Corporation will carry out the incomplete work by any means at the risk and cost of the Contractor. On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, Unused materials, constructional plant, Implements, temporary building etc. and apply the proceeds of sale thereof, towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

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The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act 1952, the Employees State Insurance (ESI) Act 1948, the Contract Labour (R&A) Act 1970, the Minimum Wages Act 1948, the Payment of Wages Act 1936, the Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Shop & Establishment Act 1970, Personal Injury (Company Insurance) Act, Fatal Accident Act, Motor Vehicle Act 1988, Motor Vehicle Rules, Industrial Dispute Act 1947 and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the legislature and produce the same for inspection whenever asked for. The Contractor shall abide by the Central/State labour legislation as may be applicable from time to time.

**A. Documents to be submitted by the contractor** to Engineer In-Charge at various stages during the contract period:

**Immediately after issuance / receiving of Letter of Intent (LOI):**

1. Details as required for issuance of Form - VII (Notice of Commencement of Work).
2. Application of issuance of Form-III (Form of Certificate by Principal Employer) for obtaining labour license from Licensing Authority for engaging 20 or more contract workers.
3. Copy of Form-VI (License) before commencement of work if 20 or more contract workers are engaged.
4. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
5. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC / Employee Compensation Policy (wherever applicable).

**At the time of submission of Monthly Bills**

1. Copy of Wage Register in Form-B (under the Ease of Compliance to maintain registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authorized person of UCIL.
2. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payments of wages through e-banking/digital mode.
3. Copy of separate e-Challan/ECR for the proof of Provident Fund contribution, PF confirmation receipt and ESI contribution deposit along with details of contract workers, PF Account No. / ESI No. contributions of contract worker and employer etc. for the various month, in respect of contract workers deployed by them in UCIL through this contract only.
4. Copy of the wage slip issued to the contract workers duly signed and sealed.
5. Total calculation sheets with wages and other social security heads etc.
6. UCIL shall maintain these records and verify the deposit of statutory contribution made by the Contractors with EPFO/ESI authorities, where deemed necessary.

**Evaluation and Release of Payment**

Bill should be evaluated based on the actual payment released/ incurred under various heads of components as stated above. The contractor needs to submit a statement duly signed to the effect and the cost actually incurred as per timeline.

**At the closure of contract**

1. Copy of Service Certificate in Form VIII issued to the contract workers.
2. Copy of Wage Register in Form - B for the last month.
3. Copy of Employment Card in Form - XII issued to the contract workers.
4. Copy of ECR related to EPF and ESIC Compliance in respect of Contract Workers.
5. Details as required for issuance of Form - VII (Notice of completion of work)

6. Store Clearance

7. No Demand certificate

8. Self declaration certificate stating that all the statutory compliances payments have been complied during the Contract Period

Before making payment of the last bill / invoice of the contractor, the appropriate authority (i.e. Payment Making Authority etc.) in UCIL, shall verify from EPF / ESIC through web portals the details status of the payment made by the contractor. In case of information furnished by the Contractor is found to be incorrect, UCIL shall take appropriate action against the contractor.

#### **Documents to be submitted on Annual Basis**

1. The contractor has to carry out responsibilities as envisaged in Section 36B of PF and Misc.Provisions Act 1952 and submit the Annual Return in Form 6A submitted to the concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in UCIL.
3. Half Yearly Returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.
4. Contractor is sole responsible to provide Annual EPF Statement to his contract workers and UCIL during the contract period.

<b>Compliances under various Labour Laws</b>		
Contract to ensure the payment of wages by 07 <sup>th</sup> of every month and extend coverage under social security legislation to contract workers		
<b>S. No</b>	<b>Wage Components</b>	<b>Rates</b>
1.	Minimum Wages / UCIL Notified Rate (Included)	Minimum rates of wages as notified by Central Government or UCIL notified rate, whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification
2.	Employee's Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges (Included)	The rates notified by the Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952, (ii) EPS, 1952 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.

3.	<p>Employee's State Insurance (ESI) contribution or Insurance Policy coverage under Employee's Compensation Act, 1923.</p> <p>(Reimbursable, if applicable)</p>	<p>The rates of contribution as prescribed by the Government with specific notification on the date of floating of bid/tender and subsequent changes if any as per Government Notification. In case the work center is situated, in as ESI non-implemented area/contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medical Liability.</p>
4.	<p>Bonus</p> <p>(Included)</p>	<p>Contractor to ensure the minimum bonus to be paid on monthly basis within prescribed time frame i.e 07<sup>th</sup> of every payment month and submit the proof of payment of bonus in Form - C and Form -D to UCIL.</p>
5.	<p>Safety Kits &amp; Liveries in terms of Safety Provisions under Factories Act, 1948 (For Workers working in Factories and Construction Activities)</p> <p>(Included)</p>	<p>Cost of Safety Kit &amp; Liveries in terms of Safety Provisions under Factories Act, 1948 (for workers working in Factories only). The contractor to provide safety kits and liveries (i.e. Shirts, Trousers, and Safety Shoes as safety norms of UCIL) and submit proof of purchase &amp; distribution with UCIL. The same may be provisioned per person.</p>
6.	<p>Maternity Benefit to Women Contract Workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable.</p> <p>(Included)</p>	<p>Contract to regulate the same in line with the provisions under the Maternity Benefit Act 1961. In case replacement is provided by the Contractor in lieu of the Women workers availing Maternity leave, her name should not be struck from the Muster Role/Attendance Register during the period of maternity leave.</p>

7.	Jharkhand State Employment of Local Candidate in Private Sector Act, 2021. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022	Contract to ascertain domicile requirement as prescribed under section 2(g) of The Act before providing the Employment to any local Candidate in the 75% reserved for local Candidates.
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**B. Compliances under various Labour Laws and Act**

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**a) The Employees Provident & Miscellaneous Provisions Act 1952:**

- (i) The contractor should have his own PF Establishment Code No. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend the benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.
- (ii) The contractor has to ensure compliance under EPF 1952, EPS 1995 & EDLI 1976.
- (iii) The contractor should submit copies of separate e-Challans/ECR, in respect of contract workers engaged through this contract only, with acknowledgement from PF office, on a monthly basis.
- (iv) PF is mandatory irrespective of wages paid by the contractor to workers i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion is carried out as provisions of EPF scheme 1952. The contractor shall be solely responsible for the payment of PF by 07<sup>th</sup> day of the subsequent month in the presence of Engineer-In-Charge.

**b) The Payment of Wages Act 1936:**

- (i) Ensure monthly timely disbursement of Wages through e-banking/digital mode (Cashless Transaction) only, and avoid illegitimate deductions and maintain records/returns as prescribed.
- (ii) The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 07<sup>th</sup> day of the subsequent month in the presence of Engineer-In-Charge.
- (iii) The contractor should provide mandatorily Wage Slip (Form XIX) to all contract workers on monthly basis.
- (iv) After disbursement of wages the authorized representative and Engineer-In-Charge have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) jointly with specific seal detailing name/designation/company.
- (v) The payment/disbursement is to be carried out cashless through net banking/digital mode and certification is to be done based on the Bank Statement in the same manner.

**c) The Minimum Wages Act 1948:**

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The minimum wages in case of revision shall be revised and paid to the contractor workers by the Contractor ensuring the statutory compliance under EPF Act and ESIC irrespective of the revised wages. The rates of minimum wages declared by Central Labour Department, or UCIL Notified Rates (If Any) whichever is higher shall be made applicable during the tenure of the contract.

**d) The Employees State Insurance Act 1948: (If Applicable)**

- (i) The contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.
- (ii) The contractor shall submit the Separate e-Challans/ECR along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
- (iii) The contractor has to arrange Smart Cards/e-Pehchan Card to contract workers engaged by him from the corporation.

**e) The Maternity Benefit Act 1948:**

In case of any woman contract worker eligible for benefit under the Act, contractor should abide by the regulation and should not remove her name from Employee Register (Form A) during the period.

**f) The Payment of Bonus Act, 1965:**

Contractor to ensure the minimum bonus within prescribed time frame and submit proof of payment of bonus in Form-C and Form-D under the Act to UCIL.

**g) Jharkhand State Employment of Local Candidate in Private Sector Act, 2021. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022**

All the rules as mentioned in The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022 should be strictly adhered by the contractor.

**h) Provision of Compensatory Off/Overtime Wages:**

Compensatory Off/Overtime Wages are Mandatory Provisions and be regulated as per the regulation and paid to the Contractor workers regularly. Contractor to ensure maintain records and register as prescribed.

**i) Contract Labour (R&A) Act 1970**

(i) The contractor is required to obtain Labour License under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdictions of the Region.

(ii) The contractor shall discharge obligations as provided under Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.

(iii) The contractor shall ensure Regular and effective supervision and control of the deployed contract workers and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non-camouflaged state of the Contract

(iv) Contractor shall provide proper Employment Cards (Form XII) for the contract workers, duly signed by the contractor or authorized person on behalf of contractor.

**a) Registers are to be maintained and issue the certificates etc. by the contractor/firms**

During the contract period, the contractor has to maintain the following registers under Contract Labour (R&A) Act 1970 and Payment of Wages Act 1936 and its amended rules prescribed under each of compliance to maintain register under various Labour Laws Rules 2017 like -

1. **Application of License / Renewal of License - FORM II**
2. **Notice of Commencement/Completion of Work - FORM VII**
3. **Employee Register in FORM - A**
4. **Wage Register in FORM - B**
5. **Register of Loan / Recoveries in FORM - C**
6. **Attendance Register in FORM - D**
7. **Issuance of Service Certificate in FORM - VIII**
8. **Issuance of Employment Card in FORM - XII**
9. **Issuance of Wage Slip in FORM - XIX**

**Employee State Insurance Act 1948:** During the contract period, the contractor has to maintain following registers (If Applicable):

1. **Register of Employees in FORM - 6**
2. **Accident Book in FORM - 11**

**Employees Provident Fund & Miscellaneous Provision Act 1952:**

1. **Monthly return in FORM - 5 for employees qualifying for membership of the PF Fund**
2. **Contribution card in FORM - 4**
3. **Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM - 6**
4. **Consolidated annual contribution statement in FORM - 6. Copy of the same should also be given to the individual contract worker and EIC every year**

**The Payment of Bonus Act 1962:** During the contract period, the contractor has to maintain following registers:

- 1. Registers showing the details of the amount of bonus due to each of the employees, the deduction under section 17 and 18 and the amount actually disbursed in FORM - C**
- 2. The contractor shall send in return in FORM - D to the inspector so as to reach within 30 days after expiry**

**j) Additional Online Returns:**

The contractor has to maintain the returns submitted online Portal of Government of India and submit the copy of the same to UCIL.

**k) At the time of closure of contract:**

The contractor has to obtain No Objection Certificate (NOC) from personnel department/user department for all liabilities with respect to the person engaged by the contractor regarding Payment of Wages, Provident Fund/ESI Contribution, Insurance and other payments.

**l) Obligation to display Abstract of the Act and the Rules:** Under Rule 79 of the Contract Labour (R&A) Act Central Rules, 1971, this obligatory on every contractor to display the abstract of Acts and Rules in English and Hindi and in the Language spoken by the majority of the workers in the prescribed form.

**m)** The contractor shall employ contract workers in sufficient number to maintain required rate of coverage and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the engineer in charge. The contractor shall not employ in connection with the works any person who has not attended the age of 18 years and not exceeded the age of 60 years.

**n)** The contractor should employ only the persons with established identity.

**o)** The authorized person of CISF/Security, UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises/township. Contractors are required to surrender the identity cards on completion of jobs to authorized persons of CISF/Security, UCIL.

**p)** Notwithstanding anything above, in case of any further requirements under the law or statutes due to amendment or change in law, same should be complied by the contractor.

**q)** It shall be solely liability of the contractor to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R&A) Act 1970. No work shall be allowed to start without a proper labour license, if applicable. License should be obtained for maximum number of labours to be deployed on any one day.

**r)** The contract workers to be engaged for the contract by the contractor/contracting firm should be on the role of contractor/contractor's firm for the assigned work order/job and should not be engaged on the role of any other contractor/contractor's firm for any other assigned work order/job.

**s)** The contractor shall be directly responsible and indemnify the UCIL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any deployed by him.

**t)** The contractor shall provide proper employment card (Form XII) for his workers to be deputed by him for work/services, duly signed by the contractor and authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF/Security department through Engineer in Charge for his labour/workers on submission of Police Verification Certificate.

**u)** The contractor has to deploy the personnel with no past criminal records. Also the contractor has solely responsible to provide police verification for all the persons deployed by him. In case any worker is found having criminal record, the contractor shall have to be immediately replace without assigning any reasons.

**v)** The contractor shall not employ/permit to be employed any personnel suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his personnel deployed through Civil Govt. Doctor before deployment and their Annual Health Check Up report should be submitted to EIC from time to time.

**w)** No employees/person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the mines premises. If found under the influence of the above, the contractor shall have to be immediately replace the personnel without assigning any reasons and may refer the case to the police.

**x)** The contractor shall be solely responsible for disciplining the personnel deployed by him. Further he shall ensure that none of his workers create any nuisance, denial of assigned work as per the worker category and indulge in anti social criminal activities during the entire period of contract. In case, anybody found indulging in such activities, then he will have to immediately removed without any prejudice to further necessary action as deemed fit.

**y)** In case of accident, injury and death caused to the workers of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, and insurance money etc. to the next kith & kin of injured/deceased, contractor shall indemnify UCIL from such liabilities.

**z)** The contractor shall obtain all necessary insurance policies covering all risks such as accident, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/UCIL or to some other agency. The contractor shall submit the proof that he has purchased the insurance policy as mentioned above.

**aa)** While confirming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labour, welfare etc., is violated. Contractor shall indemnify UCIL for any actions brought against him for violations, non compliance of any applicable Act, Rules and Regulations there under.

**bb)** The contractor hereby agrees to indemnify owner/UCIL and harmless from all claims, demands, actions, costs and charges etc. brought by any Court, Competent Authority, Statutory Authorities against owner/UCIL

**cc)** The personnel deputed by the contractor shall observe all security, fire and safety rules of UCIL while at the site/work. His Work/Services will be supervised by the supervisor of contractor. Contractor has to strictly adhere to the guidelines/Instructions/Amendment/Rules issued time to time from the statutory authority and UCIL, both.

**dd)** Contractor agrees to and does hereby accept full and exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the company harmless from any liability/penalty which may be imposed by the Central, State or Local Authority or also from all claims suits or proceedings that may be brought out against the company arising under growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the contractor, third parties or any Central/State Government or Local Authority under any Act or Rules framed there under. Contractor shall indemnify the Company a

against all losses or damages caused to it on account of acts of the personnel deployed by him.

**ee)** Contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by him under the contract.

**ff)** Contractor shall exclusively be liable for non-compliance of the provision of any act, law, rules or regulations having bearing over engagement of workers directly or indirectly for execution of the Contract.

**gg)** The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, Medical facilities of UCIL may be available to the contractor on chargeable basis.

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

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

**ii)** The Contractor shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of UCIL. In the event the Contractor contravenes this condition, UCIL reserves the right to reject the work and complete the same at Contractor's Risk and Cost.

**jj)** If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, UCIL shall be at liberty:

a) To terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the order may become vested, or

b) To give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order.

**kk)** UCIL may at any time temporarily stop the work under the order or any part thereof by notice in writing to the Contractor.

UCIL will be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the Contractor in the following events:

a) If the Contractor fails to comply with the provision/ provisions of the order.

b) If the Contractor is involved in any action involving moral turpitude.

**ll)** Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of UCIL or any person on his behalf in relation to the execution of this or any other order with UCIL shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to UCIL.

**mm)** The Contractor shall be entirely responsible for the due performance of the order in all respects according



to the intent and meaning of the specifications and all other documents referred to in this order.

### **PAYMENT TERMS**

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### **01<sup>ST</sup> R.A. BILL**

Following documents are also to be furnished before submission of 1<sup>st</sup> Bill, for payment processing:

1. Signed & stamped (each page) copy of Work order.
2. E-mandate form (RTGS) duly filled, signed, stamped & countersigned by bank & their stamp.
3. Integrity Pact

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### **MONTHLY BILL**

The monthly Bills raised by Contractor shall be payable as under:

Basic amount arrived based on the actual deployment of manpower as duly certified by UCIL, and agreed unit rates, along with proportional GST shall be paid on monthly basis against submission of correct & complete documents in 1 Original + 4 Copies as follows:

### **Personnel Section**

1. Copy of Wage Register in Form-B (under the Ease of Compliance to maintain registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authorized person of UCIL.
2. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payments of wages through e-banking/digital mode.
3. Copy of separate e-Challan/ECR for the proof of Provident Fund contribution, PF confirmation receipt and ESI contribution deposit along with details of contract workers, PF account No. / ESI No., contributions of contract worker and employer etc. for the various months, in respect of contract workers deployed by them in UCIL through this contract only.
4. Copy of the wage slip issued to the contract workers duly signed and sealed.
5. Total calculation sheets with wages and other social security heads etc.
6. UCIL shall maintain these records and verify the deposit of statutory contribution made by the Contractors with EPFO/ESI authorities, where deemed necessary.

### **Accounts Section**

1. Tax Invoice
2. Certification from UCIL for deployment of different category of manpower / work executed
3. Certification of monthly bills by designated Official-in charge of UCIL.
4. Certification by designated Official-in charge of UCIL mentioning reimbursements/deductions made to contractor against monthly bills.
5. Certification from UCIL that Contractor has made all statutory payments for the Bill period incl. EPF/ Bonus/ESI WC Insurance (as applicable), adherence to the payment of minimum wages and Bonus Act etc.
6. Undertaking that CONTRACTOR has complied with all statutory requirements during the period for which the payment has been claimed.

In case any or all of the documents listed as mentioned 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.

Payment shall be released within 30 days through RTGS upon submission of pre receipted invoice along-with correct & complete documents at UCIL. 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 Accounts Section, UCIL, Turamdih.

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**FINAL BILL**

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**Personnel Section**

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1. Copy of Service Certificate in Form VIII issued to the contract workers.
2. Copy of Wage Register in Form - B for the last month.
3. Copy of Employment Card in Form - XII issued to the contract workers.
4. Copy of ECR related to EPF and ESIC Compliance in respect of Contract Workers.
5. Details as required for issuance of Form - VII (Notice of completion of work)
6. Store Clearance
7. No Demand certificate
8. Self declaration certificate stating that all the statutory compliances payments have been  
Complied during the Contract Period
9. Deviation Certificate (If Any)

Before making payment of the last bill / invoice of the contractor, the appropriate authority (i.e. Payment Making Authority etc.) in UCIL, shall verify from EPF / ESIC through web portals the details status of the payment made by the contractor. In case of information furnished by the Contractor is found to be incorrect, UCIL shall take appropriate action against the contractor.

**Accounts Section**

1. Pre receipted invoice in three copies including original.

2. No claim certificate to UCIL.

3. Certificate of completion of all obligations by Contractor duly certified by UCIL Engineer in Charge.

**A) OTHER PAYMENT CONDITIONS**

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The Contractor shall put up the bills on the monthly basis to the Officer-in-charge of UCIL for necessary certification. Payment be made by UCIL in the following manner:-

Monthly payment will be made against supply of manpower (unskilled) i.e. price schedule. Lump sum amount quoted against miscellaneous expenses (price schedule) will be paid once against the first Running Bill.

**B) TDS FOR INCOME TAX**

Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.

## **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---