

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	11-10-2022 20:00:00
<b>Bid Opening Date/Time</b>	11-10-2022 20:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Item Category</b>	Manpower Outsourcing Services - Minimum wage - Skilled; Others; FITTER AND PIPE FABRICATOR , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; WELDER RIGGER , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; TECHNICAL HELPER
<b>Contract Period</b>	2 Month(s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	2380390.16
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	23804

#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	6

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Works Account Section  
URANIUM CORPORATION OF INDIA LIMITED, PO Jaduguda Mines East Singhbhum Jharkhand 832 102.  
(Chief Manager Account)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	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.

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**

**Geographic Presence: Office registration certificate:**Please refer pre-qualification criteria, Please note that this is pre-qualification requirement.

**Scope of work & Job description:**[1663164502.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1663157342.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; FITTER AND PIPE FABRICATOR ( 18 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	FITTER AND PIPE FABRICATOR
Educational Qualification	ITI
Specialization	MECHANICAL FITTER
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	FITTER AND PIPE FABRICATOR

#### Additional Specification Documents

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#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajesh Yadav	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	18	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 55.23</li> <li>• EDLI (INR per day) : 3.32</li> <li>• EPF Admin Charge (INR per day) : 3.32</li> <li>• Minimum daily wage (INR) exclusive of GST : 663</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) : 21.55</li> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 79.56</li> <li>• Tenure/ Duration of Employment (in months) : 2</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; WELDER RIGGER ( 12 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	WELDER RIGGER
Educational Qualification	ITI
Specialization	WELDING AND RIGGING
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	WELDER RIGGER

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajesh Yadav	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	12	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 553</li> <li>• EDLI (INR per day) : 2.77</li> <li>• Bonus (INR per day) : 46.06</li> <li>• EPF Admin Charge (INR per day) : 2.77</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>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 66.36</li> <li>• ESI (INR per day) : 17.97</li> <li>• Tenure/ Duration of Employment (in months) : 2</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; TECHNICAL HELPER ( 19 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	TECHNICAL HELPER
Educational Qualification	Not Required
Specialization	WELDING AND RIGGING , 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)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	TECHNICAL HELPER

**Additional Specification Documents****Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Rajesh Yadav	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	19	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 36.9</li> <li>• EDLI (INR per day) : 2.22</li> <li>• EPF Admin Charge (INR per day) : 2.22</li> <li>• Minimum daily wage (INR) exclusive of GST : 443</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) : 14.4</li> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 53.16</li> <li>• Tenure/ Duration of Employment (in months) : 2</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Pre-qualification criteria (PQC):**

Technical Eligibility Criteria

The bidder' having the experience of successfully execution (completion) at least one of the criteria as given below to any Central / State Govt. Organization / PSU / Public Listed Company IN LAST SEVEN (07) YEARS ending on last date of the previous month in which BID issued.

- a) One similar completed work costing not less than the amount equal to Rs.19.04 lakh. OR
- b) Two similar completed work costing not less than the amount equal to Rs.11.9 lakh each.OR
- c) Three similar completed work costing not less than the amount equal to Rs.9.52 lakh each

'Similar Work' means

Mechanical maintenance contract of ore/material handling & processing plant consisting of conveyor belt, crushers, Grinding Mills, Screens, Thickeners, Gear boxes, Agitators, Slurry Pumps, , Drum filter, Disc filter, Precoat filter, etc.OR

Supply of manpower of Mechanic/ pipe fitter/ Rigger/ Welder/ Machinist/ Turner/ Mechanical helpers in skilled, Semiskilled & Unskilled categories of Mechanical manpower.

**DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE AND PROJECT/ PAST EXPERIENCE CRITERIA:** - In support of the claim of meeting this experience/ technical criterion, bidder must submit following documentary proof.

- a. Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work/ Service, various components/ Items, period and value.
- b. Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order / Purchase order/ Service order, actual value of executed work and actual date of completion.

**Financial Eligibility Criteria**

The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending 31st March' 2021 shall not be less than Rs.7.14 Lakh. Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31st March 2021 (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 able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate, in original, may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN.

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

**PQC documents:** The eligibility is to be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents are to be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ - criteria may be allowed subject to the condition that

- a) 'Poor Response' implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- b) The additional document should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT. And the opportunity of submission of additional documents will be given to all the bidders.

**GEOGRAPHIC PRESENCE:** Office registration certificate: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of the East Singhbhum District or Seraikela-Kharsawan district of Jharkhand where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

- i. Trade License issued by the local authority in the name of the Firm or
- ii. Landline phone number in the name of the Firm or
- iii. Electricity bill for last one year in the name of the Firm or
- iv. GSTIN registration or
- v. Udyam/MSME/Udyog Aadhaar Certificate.

**2. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

**SCOPE OF WORK**

1. The scope of work shall be hiring of services of various categories of manpower on supply basis under this specification is not exhaustive but only descriptive. Any other job/ services deemed necessary for successful execution of the contract for enhanced reliability efficiency and availability of the plant and equipment is supposed to be a part of scope of work. Various work and services to be rendered by the Contractor shall include but not being limited to the following:
2. Manpower of various categories like Mechanic, Pipe fitter, Asstt. Mechanic, Asstt. fitter, Rigger, Helper,



Welder cum gas cutter, Asstt. welder etc. are required, who have hands on experience in running /routine /preventive/breakdown maintenance of material handling plant / processing plant consists of conveyor belts, crushers, screens, agitators, gearboxes, pumps, compressor, boilers, exhaust fan, pipe lines, valves and other rotating equipments. Machinist/ Turner shall have hands on experience on the different operations of Lathe, shaping machine, slotting machine, drill machine, power hacksaw and accuracy on machining jobs. They should be capable for taking measurement by micro meter, vernier callipers etc. Supplied manpower has to do the job anywhere and at any place under Jaduguda Process Plant as per the instruction of Engineer-in-charge.

3. Performing running /routine /preventive/breakdown Mechanical maintenance of material handling plant / processing plant consists of conveyor belts, crushers, screens, agitators, gearboxes, pumps, compressor, boilers, exhaust fan, pipe lines, valves and other mechanical equipments installed in Mill with supply of skilled, Semiskilled and unskilled Mechanical Manpower ( Fitter/ Machinist/ Turner/welder/rigger/helper( providing Minimum wages, PF, ESI, Bonus etc as applicable)),. Coordination of job at Mill site, providing necessary tools and tackles, Welding Machine, safety appliances shall be done by the contractor under scope of work.

4. The bidder has to ensure the availability of required number of manpower of various categories on regular basis.

5. The contractor will have to engage manpower of various categories for 08 (Eight) working hours in general shift and / or shift maintenance duty as per instruction of Engineer-in- charge or his representative/ site in-charge.

6. The contractor shall have to undertake the breakdown jobs as and when such requirements arise beyond 8 (eight) working hours. Depending up on the plant condition prevailing at that time the job will have to be done continuously till its completion as per instruction of Engineer-in-charge.

7. Coordination and supervision of jobs shall be in contractor's scope of work. Your supervisor shall maintain diary of each technician for their day to day output/work done and has to produce to Engineer-in-charge or his representative as and when asked for.

8. The contractor shall provide required tools - tackles, safety appliances and two (02) sets of shirts with logo of your company to your employees & ensure the use of it during the work at site. Colour of shirts will be finalised by UCIL.

9. UCIL will provide work permit for commencement of work after isolation from any other system. However, the contractor or his site supervisor will have to ensure about necessary isolation of the equipment for safe working before commencement of work.

10. Bidder's site supervisor shall ensure thorough removal of all types of technological waste such as steel & iron pieces, various foreign materials debris etc. generated in the process of maintenance jobs by the supplied manpower to the assigned place.

11. Liaisoning with CISF for issue of necessary gate passes to contract workmen shall under be in the scope of work. UCIL will only forward the documents for issue of gate pass after fulfillment of statutory requirement. Daily attendance will be certified manually. The Contractor shall maintain attendance records for manpower supplied as per the proforma mutually agreed with UCIL and get it certified with Engineer-in-charge on daily basis.

12. The contractor shall have to maintain all statutory register as required under the Contract Labour Regulation and Abolition Act, Payment of Wages act, Minimum Wages Act, Factory Act etc. the statutory return to be submitted to the personnel Department / Statutory bodies as required under the acts and Rules.

13. Statutory central minimum wages to all skilled/semi-skilled/unskilled labour shall be paid by the contractor as per the latest notification of the government/ local authority.

14. EPF provision shall have to be made by the contractor as per rules. EPF remittance for the workers engaged shall be done on monthly basis. Records of wages, EPF, insurance etc to be produced as and when required.

15. The contractor shall abide by the legal provision with regard to health, welfare and safety of persons engaged by him as per factory act and rules. The contractor shall also be responsible for medical care of their personnel engaged. Ex-gratia / bonus leave salary, retrenchment benefits etc. under statutory levies shall be paid by the contractor to their personnel as per bonus act / other rules at his own cost. No extra payments shall be made by UCIL in this regard.

16. The contractor has to maintain details on

- a) Records of medical examination of their employees before joining
- b) Records of initial training before engagement to job
- c) Records of contractor workers mentioning their category of employment, age, Father's name, Address,
- d) contact number, photographs, police verification details, ID proof etc.
- e) Records of issuing PPE's to contract workers,
- f) Records of re-training to contract workers
- g) Records of affidavit cum declaration regarding no claim for employment with UCIL by contract workers on non-judicial paper of Rs 20/- duly attested by Notary Public.

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

The contractor shall depute all Technicians, Skilled & Semi-skilled workers competence and should be able to perform with little guidance. Working height will vary from place to place and may be up to 20 meter from the ground level. In some cases replacement jobs may have to be synchronised with the working / operation of the plant so as not to hamper the production.

18. In some cases, if felt necessary by UCIL the contractor may be asked to supply more manpower on Sundays /Holidays or round the clock. In such cases, no extra claim about rates shall be entertained. Only actual no of manpower supplied shall be recorded.

19. Facilities to be provided to the Contractor by UCIL as mentioned below:

I. Lubricants, gaskets, gland packing, bolts, nuts, electrodes, welding machines, gas cutting sets, consumables, pipes & pipe fittings and all spares shall be supplied by UCIL free of cost.

II. Space will be provided to the contractor for constructing site office, store etc of their own. Electric power supply (415 Volts) may also be provided

III. Unfurnished accommodation with water and electricity shall be provided to the extent possible as per UCIL's standard charges / norms, if available, for emergency duty staff only. Otherwise party has to arrange the same of their own.

20. Inputs to be arranged by contractor: The contractor will submit detail list of equipments to be brought by them for executing this job. They should bring in at least following items before commencing work: -

- a) Spanners of all sizes for each fitter / rigger - 30 sets
- b) Safety appliances like gumboot, helmet 49 sets
- c) Rope pulleys - 6 nos
- d) Nylon Rope 300 mtrs of 1 inch size and 200 mtrs of ½ inch sizes
- e) wire rope slings (upto 25 mm dia x 3mtr long) 15 nos. each of different sizes
- f) Straight grinder - 2 nos
- g) Angle Grinder- 1 nos
- h) Portable hand drilling machine - 2 nos
- i) Welding accessories like screen, goggle, hand gloves, chipping hammer, lighter etc. for Every welders/Cutter- 8 sets
- j) Safety belt- 15 nos
- k) Safety goggles-35 nos
- l) First aid kit- 3 sets
- m) Hand Gloves - 49 Nos.
- n) Welding Machine of 440 Volts - 3 no.
- o) Chain pulley blocks of 1t-3 no., 2t- 2no., 3t-2 no., 5t-2 no.,10t-1no. capacity each

Besides above items the contractor shall bring in all other tools and tackles as per their requirement in the Job. Contractor shall have to bring in all safety PPE (Personal Protective Equipment) for safe working at Site.

21. The contractor will have to give name, father's name, age, qualification detail address of all workmen, technicians, supervisors to be engaged along with recent passport size photograph duly attested by a class- 1 govt. officer within 7 (seven) days before actual commencement of work so that permanent gate pass can be issued.

22. Safety & security of UCIL' materials: Tenderer will be responsible for safe keeping of materials issued by UCIL on free of cost / chargeable basis and on completion of work or during the course of work all materials issued to the Tenderer should be accounted for.

23. Inspection of tools and tackles: - Time to time the engineer-in-charge shall inspect the tools and tackles of the contractor. If he finds any tools and tackles that is not in proper shape or that may lead to safety hazard, the contractor will have to take the defective tool out of the plant premises. If the contractor cannot arrange the said tool within 7 (seven) days UCIL may provide the same on chargeable basis.

24. UCIL will not provide any accommodation for your staff / labourers deployed at site.

25. Commencement of work by the Contractor can be affected before execution of agreement but after issue of work order / letter of intent and fulfilling of statutory requirements of Insurance by the contractor

26. Working under this contract will not qualify or give any additional claim to any contract employee for employment in UCIL. All statutory rules and regulations applicable as per workmen's Compensation Act shall be followed by the contractor while engaging and disengaging the Workers / Employees.

27. The contractor has to tackle all labour related issues and maintain smooth IR relation at site so that the job can progress uninterruptedly.

28. Training: Contractor shall have to bring all their labourers for necessary training in Mill Training Centre before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI with NCTVT certificate holders or equivalents, etc. And supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-in-charge.

29. Manpower details: The contractor shall submit the bio data of the persons to be employed for this work within two days of award of work. Eligibility criteria of different categories have been furnished in the NIT. The contractor will be allowed to start the work only after submission of the details / bio data. Proforma of Attestation Forms (02nos.) may be obtained from site office, Mill for necessary verification of every labourer separately and submission to the Engineer-in-charge, UCIL for onward transmission to the competent authority, UCIL

30. The contractor shall be responsible for the compliance of all the rules and regulations of the land as detailed but not be limited to the following prevailing acts:

- a). Factory Act.
- b). Minimum Wages Act.
- c). Payment of Wages Act.
- d). Bonus Act.
- e). Contract Labors (Regulation & Abolition) Act as prevalent and the rules and regulations made therein from time to time and shall indemnify the hold harmless the UCIL / Corporation against any claim arising out of compliance or
- c) any non-compliance and / to the third party.

#### 31. REMOVAL OF WORKMEN:

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

32. If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

33. Penalty: The contractor shall maintain average attendance of 49 no. of workman in every running month. Failure to maintain the attendance of the workman imposition of penalty shall be as follows;

- a) No Penalty shall be deducted from monthly bill when 100% and greater or equal to 90% of average attendance is maintained.
- b) 2% shall be deducted from monthly running bill when less than 90% and greater or equal to 75% of average attendance is maintained.
- c) 5% shall be deducted from monthly running bill when less than 75% and greater or equal to 60% of average attendance is maintained.
- d) 10% shall be deducted from monthly running bill when less than 60% of average attendance is maintained.

32. Safety Rules & Regulations for contractor's employees:-UCIL's Safety Rules & Regulations for contractor's employees will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. UCIL

shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet , gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, safety net, nose guard, ladders, trolley, wheel borrow etc. at their own expense approved by the Safety Officer (Mill), UCIL so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor.

UCIL shall provide all necessary safety appliances on chargeable basis to the contractors if they will not provide to their workers for safe execution of work, if found so necessary. Contractor must report in writing (duplicate) to the Engineer-In charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site. Safety Officer (Mill) will be the competent authority to stop the work or remove the persons from job, if contractor fails to provide personal protective equipments before the commencement of work at their own cost during work execution period.

33. Site Investigation: The Tenderers are advised to visit the site to acquaint themselves as to 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 labour, water or similar physical conditions of the site.

34. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered the standards, the standard practice as may be specified by Engineer shall be final & binding.

35. Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour 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.

36. 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 contractor at the site. In serious cases medical facilities of UCIL may be available on chargeable basis.

37. License for engaging Inter-State Migrant Workmen :-Contractor shall obtain license under the Inter - State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if they engage on any day of the preceding 12 months ( as defined under section 2 (e) of the said act ), 5 or more interstate migrant workmen for execution of the contract. Contractor shall have to submit declaration also, in case they have not engaged interstate migrant workmen.

38. Annual Labour Return:-Contractor shall have to submit a letter of work commencement / completion IMMEDIATELY in duplicate in prescribed format and shall also deposit labour report / annual return in Format No. XXV in the first week of January every year (Format to be obtained from Site Office - Mill) to the Engineer-In-charge, UCIL as statutory requirement for onward transmission to the Competent Authority, Govt. of India, Ministry of Labour, Jharkhand.

39. Variation in Quantity of items:-The quantity mentioned under the "schedule of item (s) and quantities" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the total variation of +10 % of the awarded value. The other terms & conditions and rate (s) shall remain firm within this limit.

40. Muster Roll:-The contractor has to submit a copy of the muster roll every week to the Engineer In charge / Site In charge, if required, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment if any, under intimation to the Engineer In charge-UCIL.

41. Price Escalation and Tax & Duties: -

The escalation will be paid up to the scheduled completion date including duly approved Time extension, if any. No escalation will be attracted for the period beyond duly approved time extension.

Adjustment for revision of minimum wages during the order execution: In case of revision in the minimum wages as notified by the Regional Labour Commissioner /UCIL, adjustment amount to the contractor shall be payable as per the following formula:

$V = \text{Lunskilled} \times W \times (\text{Xunskilled} - \text{Xo unskilled}) + \text{L semiskilled} \times W \times (\text{X semiskilled} - \text{Xo semiskilled}) + \text{Lskilled} \times W \times (\text{X skilled} - \text{XoSkilled})$

Where:

V = Adjustment/ escalation Payable

L = No. of mandays as per attendance for the calculation period in respective category of labour.

W = 1.2458 [Multiplication factor for calculation of adding 13% EPF, 8.33% min. Bonus, 3.25% ESI with respect to min. wage component].

X = Revised minimum wages as notified by the ALC/ UCIL of different categories for the calculation period.

Xo = Minimum Wages notified by ALC/UCIL of different categories of labour as on the due date of bid.

42. Safety appliances (PPE) shall be reimbursed to the contractor at Rs.1500/- per man for 2 month contract period + GST @18% on submission of proof of supply to UCIL as per requirement mentioned in the bid document. The contractor shall have to supply all protective safety equipment like helmets, Safety shoes, hand gloves, safety belts etc. to his workmen at his cost as required by operations. In case the contractor fail to provide the same shall be provided at his risk & cost within one month of work order acceptance, the same amount shall be deducted from the bill.

43. Tools & Tackles reimburse shall be reimbursed to the contractor at Rs.1200/- per man for 2 month contract period + GST @18% on submission of proof of supply to UCIL as per requirement mentioned in the bid document.

44. The contractor shall deploy 2 safety supervisors for the safety requirement of labour engaged to the work site, the deployment of safety supervisor shall not included in no. of manpower engaged, it shall be arranged by the contractor. Site Supervisor / Safety Supervisor shall be appointed by successful bidder to ensure the job to be performed safely at site. This includes Coordination of all routine job, breakdown job etc at site. No extra monetary claim shall be done by the contractor for site supervisor /safety supervisor at site.

45. In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further, UCIL as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

### 3. Buyer Added Bid Specific SLA

Text Clause(s)

Instructions to Bidders (ITB)

A. The Bidder shall bear all costs associated with the preparation and submission of its bid and Corporation will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. Tenders without EMD (if applicable) or copy of valid documents supporting exemption from such payments, EPF reg. No. will be summarily rejected, except where exemption is provided in the tender.

C. Exemption from paying tender fees & Earnest Money Deposit:

i. As per Public Procurement Policy of Government of India, exemption from payment of Tender fees & Earnest Money Deposit is allowed to Micro and Small Industries (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority (under MSMED Act 2006) OR any other entity as may be specified by Govt. guidelines from time to time, after ensuring that the approval pertains to the class of item/ works for which tender is floated. The certificate shall be of latest but before the deadline for the bid submission. MSEs shall be treated as owned by SC/ ST or women entrepreneurs as per GOI guidelines. Kindly note that if these documents are not attached with the Bid/Tender Document as per the provisions in the e-Tender process by MSME Bidder/ Tenderer for claiming exemptions, their Bid/ Tender shall not be entertained and shall be treated as rejected.

ii. Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT) shall be

exempted from payment of Earnest Money.

iii. Public Sector Undertakings, State Government Undertakings, may be exempted from payment of tender fees/ EMD subjected to the prior approval of Competent Authority.

D. Relaxation of conditions of prior turnover and prior experience:

i. The Procuring Entity reserves its right to Pre-qualification criteria with respect to Prior Turnover and Prior experience may relax for all start-ups [Whether Micro & Small Enterprises or Otherwise] as per GOI guidelines subject to meeting of Quality and Technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.

ii. Unless otherwise stipulated in tender documents, the Procuring Entity reserves its right to consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of technical bid. (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME).

E. Make in India Order: Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

i. Categories of Local Suppliers: Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

(a) 'Class-I local Supplier' with local content equal to or more than that prescribed in tender documents or 50% if not prescribed.

(b) 'Class-II local Supplier' with local content equal or more than that prescribed in tender documents or 20% if not prescribed, but less than that applicable for Class-I local Supplier.

(c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

ii. Eligibility Restrictions based on Reciprocity: If so, stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

iii. Eligibility to participate

(a) Minimum local content for eligibility to participate: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the conditions of tender documents.

(b) Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in tender documents, Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

F. Purchase Preference Policies of the Government: Unless otherwise stipulated in tender documents, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

i. Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time. The purchase preference to MSEs shall be applicable only for procurement of goods produced and services rendered by MSE(s).

ii. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20014-PPD dated 25.07.2016 and subsequent clarifications.

iii. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time; and/ or

iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the tender documents.

G. PRE-BID CONFERENCE: If so, indicated in BID document, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

H. CLARIFICATION OF BIDS/ SHORTFALL DOCUMENTS: As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, during evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be

liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

I. Cartel Formation/ Pool Rates:

- i. Cartel formation or quotation of Pool/ Coordinated rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, shall be considered as a serious misdemeanor and shall be dealt accordingly, besides filing of the information with the Competition Commission of India, for further action.
- ii. Unless the Procuring Entity decides this to be case of Cartel/ Pool Rates, if more than one bidder quote same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities to the bidders based on considerations like past experience/ performance, performance capabilities and financial capabilities, any extra features/ benefits offered etc.

J. Consideration of Abnormally Low Bids: An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to the capability of the Bidder to perform the Contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantively failed to demonstrate its capability to deliver the Contract at the offered price, the Procuring Entity shall reject the Bid/ proposal.

K. Price Negotiation: Normally there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is technically cleared/ approved for delivery of Services and on whom the Contract would have been placed but for the decision.

L. Disclaimers:

- i. Regarding Purpose of the Tender Document- the Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in the formulation of their Bids for submission.
- ii. The Tender Document and ensuing bids; communications and Contracts shall alone determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document shall have any locus stand in such a relationship. Any reference or citation of such documents/ guidelines/ Manuals therefore shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.
- iii. The Procuring Entity, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Tender. The Procuring Entity, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder(s) upon the statements contained in the Tender Document.

M. Award of Contract:

- i. Selection of Successful Bidder(s): The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible, and Qualified, Technically suitable and who has offered the lowest evaluated Bid price as per evaluation criteria detailed in the Tender Document.
- ii. Procuring Entity's Right to Vary Quantities at the Time of Award: At the time of award of contract, the Procuring Entity reserves the right to increase or decrease the quantum of Services originally specified in Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) per cent of tendered quantity (or any other percentage indicated in the tender document ) and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- iii. Verification of Original Documents: Along with Award of Contract, before signing the Contract, the Procuring Entity shall ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted on-line along with Technical Bid. The photocopies of such self-certified documents shall be verified and signed by the competent officer and shall be kept in the records as part of the Contract agreement. In case of Bidder's failure to provide such originals or in case of serious

discrepancies in such documents, it shall be treated as breach of Contract and of Code of Integrity and it shall be lawful for the Procuring entity to avail all remedies under such provisions.

#### SPECIAL CONDITIONS OF CONTRACT- SCOC

##### 1. Prices:

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The Contract Sum is the "price inclusive GST", i.e. inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.

The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to a ceiling amount of contract sum (inclusive GST) indicated in the schedule of prices by the contractor except adjusted by any additions or deductions due to price variation under price adjustment/ deviation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

##### 2. Earnest Money Deposit (EMD) / Bid Security: -

Earnest Money Deposit (EMD)/ Bid Security shall be deposited by way Account Payee Demand Draft/ online through RTGS / internet banking. E.M.D. shall not bear any interest.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. 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.

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

- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resile from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The Tenderer increases the prices unilaterally after the opening of Part I (techno-commercial) and during the validity period of the tender.
- (v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- (vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- (vii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The EMD/ Bid Security of the successful Tenderer to whom the contract is awarded will be returned or adjusted into Security Deposit (SD) after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the EMD/ Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

##### 3. Validity of Tender: -

Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by UCIL as 'nonresponsive'. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

If required, the Corporation may request the Tenderer to extend the "bid validity period". The request and responses thereto shall be made in writing or through GeM portal, if a tenderer accepts to extend the period of validity of bid. The tenderer accepting such request shall not modify their bid on their own. A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.

##### 4. Deviation: -

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. UCIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note UCIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a



substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. UCIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. UCIL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices,

5. Award of Contract:-

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

6. Privilege Clause:-

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action..

7. SECURITY DEPOSIT (SD):

Total amount of Security deposit shall be limited to 3 % (As per DoE OM 12.11.2020) of the awarded value of work. This amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

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

(i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/ Hartopa.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).

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

(iv). In addition to the above, if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1st / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 3 % (As per DoE OM 12.11.2020) of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

c) REFUND OF SECURITY DEPOSIT:

Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition Penalty (Liquidated Damage clauses hereof etc. against submission of a Performance Bank Guarantee (PBG) for 3 % (As per DoE OM 12.11.2020) of the work order value

Or You will be given the option to convert SD BG in to PBG and on expiry of the Defects liability period (referred to in condition Penalty (Liquidated Damage clauses hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

#### 8. FORFEITURE OF SD:

The SD shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

- o In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- o If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

#### 9. Contract Agreement:-

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 30 (thirty) days from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.

Within 30 days of issue of LOI, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer/ action as per declaration for Bid Security.

#### 10. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules.

Contractor shall issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion (after completion of all obligations under the contract) letter in duplicate by the contractor.

#### 11. Tax & Duties: -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

#### 12. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

#### 13. Insurance:-

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In -charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to the Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

#### 14. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or

death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/ Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

15. Penalty (Liquidated Damage):-

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties). LD is liable to GST at applicable rate.

(b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

(i) Delay attributable to UCIL / Force majeure: LD Not Applicable

Taxes & Duties Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.

Price Variation Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period.

(ii) Delay attributable to Supplier / Contractor:LD Applicable

Taxes & Duties Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.

Any decrease in taxes and duties during the extended period will be availed by UCIL

Price Variation Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.

For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL

(c) The payment of liquidated damages shall not relieve the Contractor from its obligation to complete the Works.

16. Variation in Price:

Unless the Clause Price Adjustment provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment or any account.

17. Termination for Insolvency:

The Corporation may at any time terminate the Contract by giving written notice of four weeks to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent.

18. Defaults, Breaches, Termination, and closure of Contract

1) Termination due to Breach, Default, and Insolvency

a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

i) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

ii) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

iii) Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall

have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager.

b) Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c) Terminations for Default

i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.

d) Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

ii. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

iii. Recover liquidated damages and invoke denial clause for delays.

iv. Encash and/ or Forfeit performance or other contractual securities.

v. Prefer claims against insurances, if any.

vi. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

vii. Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

viii. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

e) Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

2) Termination for Default/ Convenience of Procuring Entity and Frustration

a) Notice for Determination of Contract

i) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

ii) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue

after that to the Parties.

- iii) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- iv) All Defect Liability obligations, if any, shall continue to survive despite the termination.
- v) The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
  - (1) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - (2) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

#### b) Frustration of Contract

- i) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- ii) However, the following shall not be considered as such a supervening cause
- iii) Lack of commercial feasibility or viability or profitability or availability of funds
- iv) If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

#### 3) Closure of Contract

The contract shall stand closed upon

- 1) Successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per Termination due to Breach, Default, and Insolvency or Termination for Default/ Convenience of Procuring Entity and Frustration.

19. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

#### 20. Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Services. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

##### 20.1. Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

##### 20.2. Extension for Delay Not Due to Contractor

If in the opinion of the contractor, the progress of Services has any time been delayed due to following

reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

- (a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
- (b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
- (c) any act or neglect of Procuring Entity's employees or
- (d) delay authorized by the Contract Manager pending arbitration or
- (e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
- (f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
- (g) give the necessary notice to commence the services, or
- (h) any other delay caused by the Procuring Entity due to any other cause whatsoever.
- (i) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

### 20.3. Extension of Time for Delay Due to Contractor

If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in contract, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per contract clauses.

Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.

Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

## 21. Suspension of Services

### 21.1. Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is - Provided for in the contract, or Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or Necessary for the safety of the Services or any part thereof

### 21.2. Extension of Time and Compensation

The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

### 21.3. Suspension Lasting More Than 3 Months

If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof,

the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

#### 21.4. Force Majeure

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

(b) Notwithstanding the remedial provisions contained in Damages and Deductions Thereof and Termination due to Breach, Default, and Insolvency, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

22. Permits, Approvals and Licenses: Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

#### 23. Labour Codes and Related Obligations

##### 23.1. Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

##### 23.2. Obligations of the contractor under Labour Codes and Rules

a) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

b) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

c) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour.

The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

e) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

### 23.3. Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

#### 23.3.1. Provisions for Workers:

At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.

The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.

Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.

All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:

(a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.

(b) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

23.3.2. Medical Facilities: the contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

#### 23.3.3. Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.

(i) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

(ii) Medical Re-Examination of Labour: Where any official appointed on this behalf by the Ministry of



Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

## 24. Governing Laws and Jurisdiction

### 24.1. Governing Laws and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

### 24.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

25. NOTE: - In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

Part-1: Compliances under various Labour Laws:

**CONTRACTOR TO ENSURE THE PAYMENT OF WAGES AND EXTEND COVERAGE UNDER SOCIAL SECURITY LEGISLATION TO CONTRACT WORKERS**

1. Minimum wage/ UCIL notified rate (Reimbursable as per payment calculation ): 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. Employees' Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges. (Reimbursable as per payment calculation ) The rates notified by Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952 (ii) EPS, 1995 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.

3. Employees' State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923. (Reimbursable, if applicable) Not to quote: The rates of contribution as prescribed by the Government with specific notification on the date of floating of tender and subsequent changes if any as per Government Notification.

In case the work center is situated, in an 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.

4. Bonus. (Reimbursable as per payment calculation ) Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus in Form - C and Form - D to UCIL.

5. Death Gratuity. (Included in quoted rental cost): In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

7. Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities) (Included in quoted rental cost) Cost of Safety Kit & 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, socks and safety shoes as per safety norms of UCIL) and submit proof of purchase & distribution with UCIL. The same may be provisioned per person per annum.

8. Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. (Included in quoted rental cost): 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 Roll/Attendance Register during the period of Maternity Leave.

a) The Employees Provident & Miscellaneous Provisions Act 1952:

- i) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend 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. Common challans would not be acceptable in UCIL.
- iv) PF is mandatory irrespective of the 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 be carried out as per provisions of EPF Scheme 1952.

b) The Payment of Wages Act 1936:

- i) Ensure Monthly timely disbursement of Wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintained 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 7th day of the subsequent month in the presence of Engineer In-Charge.
- iii) 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.
- iv) The payment / disbursement is to be carried out cashless through net banking/ digital mode and certification is to be done based on 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 i.r.o. the revised wages. The rates of Minimum Wages declared by Central Labour Department or State Labour Department, or UCIL Notified Rates (if any) whichever is higher shall be made applicable during the tenure of 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 contractors shall submit the Separate eChallans / 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 labours engaged by him from the Corporation.

e) The Employees Compensation Act 1923:

In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum compensation liability under Employee Compensation (i.e. EC) and Medical Policy towards medical expenses liability in lieu of ESI @ 3.25% of wages annually extending coverage to all workers.

f) 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.

g) The Payment of Bonus Act, 1965:

Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus in Form - C and Form - D under the Act to UCIL.

h) The Payment of Gratuity Act 1972:

In case of Death or disablement of a Contract worker during execution of work under the contract, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

i) Factories Act, 1948 / Shops & Establishment Act:

Casual Leave/ Earned leave/ Gazetted Holiday are regulated in terms of Shops and Establishment Act /Factories Act /Model or UCIL Standing Order.

j) 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.

k) Industrial Dispute Act 1947 :

The provisions under Industrial Dispute Act 1947 pertaining to Lay-Off should be observed and layoff compensation should be ensured to effected workmen.

l) Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996: (If applicable).

The provision under Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996 along with Rules 1998 with Cess Act and Rules should be ensured through Contractor exclusively for Project Works.

m) Mines Act 1952 : (If applicable)

The Provisions under the Mines Act 1952 and Rules 1955/85 must be regulated through the Contractor exclusively for work undertaken by E & P Group.

n) 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 Labor and Employment, Govt. of India having jurisdiction of the Region.

ii) The contractor shall discharge obligations as provided under Contract Labor (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 Bio-metric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.

**Part-2: REGISTERS ARE TO BE MAINTAINED & ISSUE THE CERTIFICATES ETC. BY THE CONTRACTOR/ FIRMS**

A. During the currency of the contract, the contractor has to maintain the following registers under Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 and its amended Rules prescribed under "Ease of Compliance to Maintain Register under various Labour Laws Rules, 2017" like:-

1. Employee Register in FORM - A
2. Wage Register in FORM - B
3. Register of Loan/ Recovery in FORM - C
4. Attendance Register in FROM - D
5. Issuance of Service Certificate in FORM - VIII
6. Issuance of Employment Card in FORM - XII
7. Issuance of Wage Slip in FORM XIX (19)

B. Employee State Insurance Act, 1948: During the currency of the contract, the contractor has to maintain register (if applicable) e.g.:

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

C. Employees Provident Fund & Miscellaneous Provisions 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 same should also be given to the individual contract worker and EIC every year.

D. The payment of Bonus Act, 1962: During the currency of the contract, the contractor has to maintain following registers:

1. Register showing the details of the amount of bonus due to each of the employees, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM-C
2. The Contractor shall send a return in FORM-D to the Inspector so as to reach within 30 days after expiry.

E. Factories Act, 1948/ Shop & Establishment Act:

The contractor has to maintain the Leave with wages Register as per provision of Factories Act, 1948/ shop & Establishment Act of respective State.

F. Additional Online Returns:

The contractor has to maintain the return submitted online Portal of Government of India and submit a copy of the same to UCIL, if demanded.

G. At the time of closure of contract:

The contractor has to obtain No Objection certificate (NOC) from Personnel Department/ User Department for all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ ESI contributions, Insurance and other payments.

Part-3: Documents to be submitted by the Agency/ contractor to Engineer In- Charge at various stages during the currency of the contract:

A. 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 for 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)

B. At the time of submission of monthly bills:

2. 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 authorised person in UCIL.
3. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/ digital mode.
4. Copy of Separate eChallan/ ECR for the proof of Provident Fund contribution and ESI contribution deposit along with details of contract workers, PF account No. / ESI No., contributions of contract worker and employer etc. for the previous month, in respect of contract workers deployed by them in UCIL through this contract only.
5. Copy of the wage slip issued to the Contract Workers duly signed and sealed.
6. Total calculation sheets for wages & other social security heads etc.
7. UCIL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ ESI authorities, where deemed necessary.

C. Evaluation of Bill 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 to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.

D. At the time of closure of contract:

1. Copies of Service Certificate in FORM - VIII issued to the Contract workers
2. Copy of the 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 the 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)

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 the EPF/ ESI through respective web portals the detail/ status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect UCIL shall take appropriate action against the Contractor.

**E. 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 copy of Annual Return in FORM 6A submitted to 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 labour/workers/employees and UCIL during the currency of the contract period.

F Contractors should employ only the persons with established identity. Dy. Commandant, CISF,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. Contractors are required to surrender the identity cards on completion of job to Dy. Commandment, CISF, UCIL.

**4. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**5. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of "URANIUM CORPORATION OF INDIA LIMITED" payable at "JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]".

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**6. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Uranium Corporation of India Ltd Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102.

Bidder to indicate bid number and name of bidding 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 along with bid.

**7. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of "URANIUM CORPORATION OF INDIA LIMITED" payable at "JADUGUDA Branch of State Bank of India [Jaduguda Branch Code no 0227]". After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**8. 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 Ltd Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI Jadugoda Branch address P.O. Jadugoda Dist. Purbi Singhbhum Jharkhand 832 102. 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.

## 9. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons 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 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.

**---Thank You---**