

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	24-09-2022 15:00:00
<b>Bid Opening Date/Time</b>	24-09-2022 15:30:00
<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 - Semi-skilled; Others; Office Peon
<b>Contract Period</b>	1 Year(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>	760931.5
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.32
EMD Amount	10044

#### ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

(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 Accounts Works)

**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:** Within the geographical limits of the East Singhbhum District or Seraikela-Kharsawan district of Jharkhand.

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1662816288.pdf](#)

**Scope of work & Job description:**[1662816333.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Office Peon ( 3 )**

**Technical Specifications**

Specification	Values
Core	

Specification	Values
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Office Peon
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
Additional Certifications/Trainings required for the resources being hired	No
<b>Additional Details</b>	
Designation	office peon

**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	Subas Chandra Soren	832102,AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD	3	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 2.77</li> <li>• Bonus (INR per day) : 46.07</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>• Minimum daily wage (INR) exclusive of GST : 553</li> <li>• Number of working days in a month : 26</li> <li>• ESI (INR per day) : 17.98</li> <li>• Provident Fund (INR per day) : 66.36</li> <li>• Tenure/ Duration of Employment (in months) : 12</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)/ ELIGIBILITY CRITERIA

The following are the Eligibility criteria for this Non-divisible Works Contract.

#### 1. PAST PERFORMANCE AND PROJECT / PAST EXPERIENCE etc. CRITERIA:

Experience of 'The bidder' having successfully execution (completion) of at least one (01) number of similar type of contract of "HIRING OF MANPOWER-SEMI SKILLED MINIMUM WAGES" to any Central / State Govt. Organization / PSU / Public Listed Company in last five (05) years ending on last date of the previous month in which BID issued. DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE AND PROJECT/ PAST EXPERIENCE etc. CRITERIA: - In support of the claim of meeting this experience/ technical criteria, bidder must submit following documentary proof in GeM portal.

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.

c.FORM 16(A) has to be submitted in case of Public Listed Private Company.

## 2. FINANCIAL STANDING:

Bidder must have been an income-tax assesses, and bidder has filed at least its one (01) income-tax return during the last three years ending on 31st March of the previous financial year in which BID was issued. [e.g. FY2020-21(AY2021-22), FY2019-20(AY2020-21), FY2018-19 (AY2019-20)]. Documents/ Documentary of filled ITRs to be provided (to be uploaded in GeM-portal) by participating bidder to qualify/ meet the financial requirements of tender document.

3. GEOGRAPHIC PRESENCE: 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.

4. ESI registration copy, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.

5. Any bid not complying PQC requirements shall be summarily rejected.

6. 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.

The opportunity of submission of additional documents will be given to all the bidders.

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## NOTE:

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) after deduction of GST amount from the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not payable.

## 2. **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.

## 3. **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.

## 4. **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.

## 5. **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.

## 6. **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.

## 7. **Buyer Added Bid Specific SLA**

Text Clause(s)

### **Office Peon , semi skilled**

**Scope of work** -Dealing with queries or request from all employees of the department. Coordinating the maintenance of office records/files. Assisting the officer/staff in wide range of office duties. Carrying, Collecting and distributing files/papers from one department/section to other department/section. Under the direction and supervision of the officers/staffs, the office peon is responsible for maintaining a hygienic and hospitable working environment by keeping the offices clean, tidy and serving refreshments. Retrieve documents and files when requested. Monitoring the devices and the stationary items at proper place within the workplace. Read and route incoming documents/files and process outgoing documents/files. Familiarity with phone/mobile technology. Pleasant , friendly disposition. Preparing and presenting beverages(Tea and Snacks) for officers/staffs & visitors. He should top off water bottles for use by the officials or staffs provided that is true required. Prior to leaving the workplace ,

he should check assuming every one of the framework are turned off, lights and fans are turned off, entryways and windows of the office are shut also responsible for opening and closing of the office with proper cross checked before leaving. Ready to travel across the locations for office work.

Desirable Qualification, Experience and Skills - Knowledge of office and management techniques. Should

be efficient in handling office – related operations. Good interaction abilities and professional personal display. Should be sincere and trustworthy. Proficiency in Hindi and other regional languages of the state.

## 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.

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

Bidders have to quote rate on GeM portal including GST applicable as on bid due date. The Contract Sum is the "price inclusive GST", i.e. inclusive of GST of quoted value and all taxes & duties and all other statutory levies applicable, including 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 reimbursable costs as mentioned in the tender document shall be inclusive of GST, will be in extra on submission of valid required documents & valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to variation under adjustment/ quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

Note: (a) Additional Insurance for exgratia shall be extra; it is reimbursable as per premium cost for coverage as per workmen compensation Act 1923.

Note: (b) The minimum wages and social security i.e. epf, esi etc shall be revised as per central govt CLC for revision of min. wages, and the difference amount to be paid to the contractor on submission of proof of disbursement of wages and social security part to the labour and submission of proof of contribution the concerned authority.

### 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. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.



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

(i). For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, 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 it's 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 contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

c) REFUND OF SECURITY DEPOSIT:

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 him, 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.

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

Text Clause(s)

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 GATUITY 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
2. 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.

## 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---**