

Azadi _{Ka} Amrit Mahotsav

GeM Government e Marketplace

Bid Number: GEM/2022/B/2867893

Dated: 23-12-2022

Bid Document

Bid Details					
Bid End Date/Time	12-01-2023 17:00:00				
Bid Opening Date/Time	12-01-2023 17:30:00				
Bid Offer Validity (From End Date)	180 (Days)				
Ministry/State Name	Pmo				
Department Name	Department Of Atomic Energy				
Organisation Name	Uranium Corporation Of India Limited				
Office Name	Jaduguda				
Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Washer , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour				
Contract Period	2 Year(s)				
Years of Past Experience Required for same/similar service 3 Year (s)					
Past Experience of Similar Services required					
MSE Exemption for Years of Experience and Turnover	No				
Startup Exemption for Years of Experience and Turnover	No				
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer				
Bid to RA enabled	No				
Type of Bid	Two Packet Bid				
Time allowed for Technical Clarifications during technical evaluation	2 Days				
Evaluation Method	Total value wise evaluation				

EMD Detail

Advisory Bank	State Bank of India	
EMD Amount	35152	

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	30

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Works Account Section URANIUM CORPORATION OF INDIA LIMITED, JADUGUDA (Chief Manager Accounts)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes

- 1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 2. 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.
- 3. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: 1671273209.pdf

Scope of work & Job description: 1671618567.pdf

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Washer (1)

Technical Specifications

Specification	Values			
Core				
Skill Category	Skilled			
Type of Function	Others			
List of Profiles	Washer			
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				
Addon(s)				
Additional Details				
Title for Optional Allowances 2	0			
Designation	washer			
Title for Optional Allowances 3	0			
Title for Optional Allowances 1				

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Resources to be hired	Additional Requirement
-------	---------------------------------	---------	---------------------------------------	---------------------------

S.No.	Consignee/Reporti ng Officer	Address	Number of Resources to be hired	Additional Requirement
1	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO- SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1	 EDLI (INR per day) : 3.32 Bonus (INR per day): 55.23 EPF Admin Charge (INR per day): 3.32 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Minimum daily wage (INR) exclusive of GST: 663 Number of working days in a month: 30 Provident Fund (INR per day): 79.56 ESI (INR per day): 21.55 Tenure/ Duration of Employment (in months): 24

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour (6)

Technical Specifications

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

Specification	Values			
Zipcode	NA			
District	NA			
Addon(s)				
Additional Details				
Title for Optional Allowances 1	0			
Title for Optional Allowances 2	0			
Title for Optional Allowances 3	0			
Designation	0			

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Number of Resources to be hired	Additional Requirement
1	Karthikeyan . P	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO- SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	6	Bonus (INR per day): 36.91 EDLI (INR per day): 2.22 EPF Admin Charge (INR per day): 2.22 Minimum daily wage (INR) exclusive of GST: 443 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 ESI (INR per day): 0 ESI (INR per day): 14.4 Number of working days in a month: 30 Provident Fund (INR per day): 53.16 Tenure/ Duration of Employment (in months): 24

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. 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.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name URANIUM CORPORATION OF INDIA LIMITED Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI JADUGODA Branch address JADUGODA. 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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

PRE-QUALIFICATION CRITERIA (PQC)/ ELIGIBILITY CRITERIA:

1. PAST PERFORMANCE AND PAST EXPERIENCE CRITERIA:

The bidder should have experience of having successfully completed similar works 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 of Rs.28.12 Lakh

or

b) Two similar completed works costing not less than the amount of Rs.17.57 Lakh each

or

c) Three similar completed works costing not less than the amount of Rs.14.06 Lakh each.

("Similar work" - means "Supplying of manpower in any work contract.")

- i) The eligibility period shall be within the period of 7 years backwards starting from the last day of month previous to the publication date of BID.
- ii) The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last date of month previous to the one in which the BID has been published on GeM portal. Hence, the works which are incomplete/ ongoing, as on the last date of the month previous to the one in which the BID has been published on GeM Portal, shall not be considered against eligibility.

iii) In case the work is started prior to the eligibility period of 7 (SEVEN) years (counted backwards starting from the last date of the month previous to publication date of BID) and completed within the said eligibility period of 7 years, then the year of experience of the work within the said eligibility period shall be only considered against the eligibility.

DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE AND PAST EXPERIENCE CRITERIA: - In support of the claim of meeting this experience/ technical criterion, 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:

Average annual financial turnover during the last 3 (three) years, ending 31st March of the FY2020-21 should be at least Rs 10.54 lakh. [Estimated average annual financial implication].

- 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.
- 3. GEOGRAPHIC PRESENCE: Registered Office or at least one of the registered Branch Office of the bidder shall be located and registered within the geographical limits of district of East Singhbhum / Seraikela Kharsawan of state of Jharkhand where the services need to be provided. Documentary evidence must be provided in the form of 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, EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.
- 5. QUALIFICATION: 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.

6. Bids without EMD (if applicable) or copy of valid documents supporting exemption from such payments will be summarily rejected.

.

5. Buyer Added Bid Specific SLA

Text Clause(s)

4. Buyer Added Bid Specific SLA

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. (Reimbursable as per payment calculation): 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) (Reimbursable as per payment calculation) 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 at the rate of 3% maximum of minimum wages, (including GST) i.e, Rs. 105000 (One lakhs five thousand rupees).
- 8. Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. (Reimbursable as per payment calculation): 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 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 WORKPLACE 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 GATUITY 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.

- I) 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 authorized 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.
- ${\bf 6}.$ Total calculation sheets for wages ${\bf \&}$ 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, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

experience.

- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is governed by the <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> 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---