

Bid Corrigendum

GEM/2023/B/3063712-C7

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

Name of Work :- Deployment of Manpower for Miscellaneous Civil Work in Underground of Bagjata Mine for the year 2023-2024.

Site of Work :- UCIL, Bagjata

Period of Work :- 01 Year

Manpower :- 12(Twelve) Nos. (02 - semi-skilled and 10 - Unskilled)

The Pre-qualification criteria (PQC)to qualify in Techno commercial Part are as below:-

1. The Bidder must have experience in similar nature of works in last seven years to any Central/ State Govt Organization / PSU / Public Listed Company ending last day of month previous to the one in which applications are invited should be either of the following:-

- a) One similar nature of work not less than 80 % of the estimated value of the work
or
- b) Two similar nature of work not less than 50 % of the estimated value of the work
or
- c) Three similar nature of work not less than 40 % of the estimated value of the work.

2. Minimum average turnover 30 % of the estimated value of the work for last 3(three) financial years and submission of duly audited copy of Profit & loss account and balance sheet of financial years 2019-20, 2020-21 & 2021-22 by Chartered Accountant.

3. The Bidder shall furnish a copy of MSME/NSIC, ESIC, PAN, GST and PF Registration Number, ITR of the last three financial years.

4. Similar Works means- "**Any Civil Work or Manpower Supply**".

5. **Relaxation of conditions of prior turnover and prior experience :**

Pre-qualification criteria with respect to Prior Turnover and Prior experience may relax for all MSEs and Start-ups [Whether Micro & Small Enterprises or Otherwise] as per GOI guidelines subject to meeting of Quality and Technical specifications. UCIL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid. (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME).

6. The bidder participating in the bid must have the Head Office or a Branch Office in the state of Jharkhand **The bidder shall submit a 'self declaration' regarding the offices of the Company/Firm/Organization.**

Note :- The bidders seeking relaxation for prior experience and turnover must enclose the certificate over the relevant criteria as mentioned in PQC of the bid, otherwise the bidder will not be considered for exemption. The bidder shall submit documentary evidence such as original DD/SBI Collect Challan (UCIL Copy), Hard copy of Uploaded Document like PQC, NSIC/MSME, and EMD shall be submitted on or before the due date and time in the O/o. G. M. (Instrumentation / Pers & IRs/ CP).

SCOPE OF WORK

The scope of this tender will be generally as per specification , working drawings(if required), schedule of quantities and general / special conditions of contract and as directed by Engineer in charge , on behalf of Corporation.

The jobs to be executed are indicated below:-

- i). Hoisting /lowering of all materials in stope after transporting the same from the shaft collar to the specified Working place.
- ii). Mixing and pouring of concrete.
- iii). All Construction materials will be supplied by UCIL. To get Issue and transportation of Construction materials in Company's Vehicle (To be provided free of cost) within 500m lead including loading at central stores and unloading and stacking at site.
- iv). Reinforcement for R.C.C work including cutting, lowering, shifting, bending, binding in position & centering & shattering including strutting, propping etc, and removal of the same.
- v). Any equipment, material or services which are not mentioned in Scope of Work but required for completion of the work in safe and efficient manner shall be deemed to be included. The contractor shall carry out and complete the said work in every respect in accordance with the Contract and with the direction of and to the satisfaction of the Corporation. The Corporation may in his absolute discretion and from time to time issue further drawings and or written instructions, details, directions and explanations, which are hereafter collectively referred to as UCIL's instructions in regard to.

vi). The removal from the site of any material brought there on by the Contractor and the substitution of any other material thereof.

vii). The contractor shall provide tools & tackles and PPEs as required for the work. Cost of tools & tackles and PPEs shall be re-imbursed by the corporation on actual basis on submission of valid documentary evidence within 1.5% of Total amount of Basic price of minimum wage.

viii). No compensation shall be paid to the contractor for temporary idling of their workers, officers and equipment's etc. for hocking/matching up of the works, awarded for the existing works extension which may arise due to non-availability of site, facilities etc. However, best effort shall be put up by the purchaser, without disrupting production of the operating plant, to extend all help and facilities at site to the contractor for carrying out their works satisfactorily without any loss of time and man-hour etc. In case of stoppage of work by local people /local problems/bandh or any other unforeseen reasons, no idle charges will be paid by UCIL on any account.

ix). Providing supply of material, all labour - semi-skilled & unskilled as may be required for completion of the work in all respects.

x). Providing adequate tools, tackles, instruments, consumables, etc. as may be required for completion of the job in all respects.

xi). Timely payment of wages/ benefits to labourers, supervisory personnel engaged at site as per Wage Acts prevailing during execution of work, keeping UCIL completely indemnified against such payments. CONTRACTOR shall keep a record of such payment and produce the same on demand by UCIL.

xii). In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage (minimum Wage, PF, Bonus, ESI) from the amount mentioned in the contract on pro rata basis.

xii). Abide by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from relevant statutory authorities as required. CONTRACTOR shall submit all statutory documents, as required, to UCIL to substantiate meeting of their statutory obligations.

Note :- Contractors are advised to see the area get acquainted with the actual features of the land where work is to be executed and get other related information before quoting their rates for carrying out the work successfully.

SCHEDULE - (F)

GENERAL CONDITIONS OF CONTRACT

Accepting Authority	Chairman and Managing Director
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Total Security deposit (3% of the awarded value of work i.e. Contract price, shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.)	3 percent of the contract price
Time of completion of work	12 (Twelve) months from the date of commencement.
Agreed liquidated damage	Up to a maximum of 5 percent of the contract price excluding taxes & duties
Defect Liability period	NIL
On Account Payment	Monthly R.A. bills will be paid.
Refund of Security deposit (3% of contract price including taxes & duties)	The security deposit 3% of contract price shall be returned after issuance of Completion certificate from UCIL or after expiry of defect liability period or payment of final bill, whichever is later
Insurance	As directed.
Authority for Appointing Arbitrator	Chairman and Managing Director.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

This section lays down the special conditions of contract forming a part of the contract agreement and shall be read in conjunction with the General Conditions of Contract (GCC). Whenever there is conflict, the provisions herein shall prevail over those in the GCC.

- 1.0 Tenderer are requested to submit the list of key technical personnel such as civil engineer, site supervisor, QC in-charge etc. along with the tender.
- 2.0 Intent of specification as specified under INTENT OF SPECIFICATION shall be deemed to be a part of these special conditions of contract.
- 3.0 The technical specification and standards of various works shall be specified in tender specification.

4.0 Ground area (without any finish) shall be given for construction of temporary storage/shed. The contractor shall demolish all such temporary structures constructed by him for erection and clean the site, unless otherwise instructed by the purchaser.

5.0 On arrival of material at site, the contractor shall open the packing, cases, inspect the materials, repair and replacement of materials damaged or lost in transit or at site should be done promptly by him at no extra cost to the purchaser.

6.0 The contractor shall arrange for all machinery, tools and tackles etc. as required for handling at site, erection of structures under this contract. No equipment will be available for hire from the UCIL.

7.0 No compensation shall be paid to the contractor for temporary idling of their workers, officers and equipment's etc. for hocking/matching up of the works, awarded for the existing works extension which may arise due to non-availability of site, facilities etc. However, best effort shall be put up by the purchaser, without disrupting production of the operating plant, to extend all help and facilities at site to the contractor for carrying out their works satisfactory without any loss of time and man-hour etc.

In case of stoppage of work by local people / local problems / bandh or any other unforeseen reasons, no idle charges will be paid by UCIL on any account.

8.0 PROGRESS REPORTS AND SCHEDULES

The contractor shall submit to the purchaser, by the 3rd of every month 3(three) copies of a report in an approved proforma showing the progress made in construction, procurement activities of the works during the previous months. The reports also indicate any delay with respect to the approved programme and corrective measures proposed by the contractor.

9.0 The contractor shall arrange for all approach facilities at his own cost as may be required during construction period.

9. TIME OF COMPLETION

The time of completion shall be reckoned from the day site handed over. However, the Tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a Completion certificate to that effect.

10. MEDICAL CARE

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

11. Schedule of work

The successful contractor will have to submit a programme of work in the form of Bar Chart and PERT Chart showing the tentative progress of work of the above named work within 15 days of receipt of LOI, to the UCIL for his approval. The programme should be made to complete the system within the stipulated time period. The submission to and approved by the purchaser of such programme shall not relieve the contractor of any of his duties or responsibilities, under the contract.

Working hours: Contractor may execute the work normally in "A" or "B" shift from 7:00 AM to 3:00 PM or 3:00 PM to 11:00 PM.

12. Compliances under various Labour Laws:

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

Sl. No. Wage components Rates

1. Minimum wage/ UCIL notified rate (Included in monthly package cost) 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. (Included in monthly package cost) 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. (Included in monthly package cost) 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 centre 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. (Included in monthly package cost) 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 monthly package cost) In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972.
6. Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities) (Included in monthly package 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.
7. Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. (Included in monthly package 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 RPFCA 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.

i) Factories Act, 1948 / Shops & Establishment Act : Casual Leave/Earned leave /Gazetted Holiday be 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 Contract or 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.

13. **FORCE MAJEURE:**

- a) Force majeure is an event beyond the control of supplier/contractor and not involving the s

supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

b) If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

c) If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

14. Accident or Injury to Workmen

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

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

15. TERMS OF PAYMENT :-

1. The bidder must ensure to make **labour payment on or before 6th day of every month** and shall submit a two copies of documentary evidence related to the payment of wages in the office of the Engineer-in-charge, failing in which administrative action will be taken.

2. Before release of Running Amount (R.A.)/Final bill, the following documents are to be

submitted along with this bill :-

I) A copy of Employee Register Form - A [Part "A" & Part "B"]

II) A copy of Wages Register Form - B

III) A copy of Register of Loan/Recoveries Form - C

IV) A copy of Attendance Register Form - D

V) A copy of Register for Rest/Leave/Leave Wages Form - E

VI) A copy of Bank Statement

VII) A copy of Wages Slip

VIII) A copy of PF & ESIC Challan

- IX) A copy of Bonus Statement
- X) A copy of Labour Insurance
- XI) A copy of Work Order
- XII) A copy of Labour License(If Required).
- XIII) Monthly R.A bill will paid to the contractor against GST invoice
- XIV) Pre receipted signed GST invoice
- XV) Copies of deviation statement and order of extension of time, if granted
- XVI) Royalty clearance from district mining officer, if applicable.
- XVII) Issue of completion certificate by UCIL
- XVIII) No claim certificate from contractor
- XIX) Any other document as deemed necessary.

Time Bar on payment

Payment shall be released within 30 days after checking the entries made on measurement book and certification of the progress bill (R/A Bill) by Engineer-in-charge. No claim whatsoever shall be entertained for late payment beyond 30(Thirty) days for reasons attributable to the contractor.

3. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

16. PENALTY: A) The bidder has to supply 12 Nos. (i.e. 10 Unskilled labour and 2 Semiskilled manpower) of manpower in a month for one year. In short supply of manpower in a month penalty clause shall be applicable as indicated below :

- i) If supply of manpower in a month is within 100 % to 85% , there will be no penalty.
- ii) If supply of manpower in a month is below 85% to 75, then 2% of the bill value of that month will be deducted as penalty.
- iii) If supply of manpower in a month is below 75% to 65%, then 3% of the bill value of that month will be deducted as penalty.
- iv) If supply of manpower in a month is below 65%, then 5% of the bill value of that month will be deducted as penalty.

B) In case of payment of wages to all labour is not made on or before 6th day of succeeding month, failing in which necessary action will be taken as deemed fit. Also, a penalty @ Rs. 200/- per day or higher penalty for default period will be imposed subject to a maximum of 5 percent of the contract value. Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per the payment wage act, UCIL will not be liable for any damage or compensation payable.

17. **Contractor to follow security rules enforced by the owner**

The contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by the owner from time to time. Entry to the works premises of the owner is strictly restricted and only bona fide pass/permission holders are allowed.

18. **VARIATION AND DEVIATION OF SCHEDULE OF QUANTITIES**

The quantities set out in the schedule of items are the estimated quantities of the permanent works o

nly. The quantities may vary from those indicated in the tender documents due to the actual condition of the site or due to other reasons. The variation in quantity is limited to $\pm 10\%$ on the total contract price and individual quantity may vary to any extent.

Extra items:

Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows:-

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate.
- ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D./J.S.R. (as applicable) Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Contract based on item rates or lump sum).
- iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s) **of material and labour with 10% extra to cover overhead and profits.** In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s) **of material and labour with 10% extra to cover overhead and profits.** For this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

19. TAXATION CLAUSE

TDS FOR INCOME TAX

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

GST

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1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies **including GST** (As per GST act). However, bidders have to clearly show the amount of GST separately in the Tax Invoices raised by them. In case, the quoted information related to various taxes, duties & levies subsequently proves

wrong, incorrect or misleading, UCIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and UCIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Uranium Corporation India Ltd.

3. **L1 bidder will be decided based on lowest total quoted rates, rebates if any of package + GST (@18%) for the entire work as given in price part format which will be added automatically over quoted total rates after rebates if any.**
4. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. Adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to UCIL.
5. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :
 - a. The said revised rate shall be reimbursed or recovered only if the reason for extension of the contract is attributable to UCIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of a bill and/or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by UCIL in the customized format shared by UCIL in order to enable UCIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable UCIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied or demand is recovered from UCIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify UCIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. UCIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
8. All bidders shall maintain high GST compliance rating track record at any given point in time.
9. All bidders shall avail the most beneficial notifications, abatements, exemption etc., if any, as applicable for the supplies under the Goods & Service Tax Act.

The Contractor must be registered under GST Act and **GSTIN** must appear in all Tax invoices. No progress payment shall be released to the Contractor unless the Contractor furnishes invoice and other documents as per GST Act. Any tax liability/penalty due to failure on the part of the Contractor under GST Act shall be to the Contractor's account.

The Contractor shall certify, if required by PURCHASER, that due tax have been paid by him on this order and produce evidence of tax paid, which is legally due and payable on this order. PURCHASER shall bear no liability in respect of any taxes, duties, levies etc. whatsoever.

All applicable taxes & duties, levies, cess, etc shall be as per the Goods and Services Tax 2017 Act and Rules and modifications/amendment, if any.

10. **Water** may be provided free of cost at one point, subject to availability water pipe line at site.
11. **Electricity** can be provided on subject to availability at site.
12. All tools & tackles and machineries like as Dumper, JCB, Paver machine, Hot mix plant, Vibratory roller etc. which are to be required for this work will be provided by the contractor at their own cost.

13. VALUATIONS AND PAYMENT: RECORDS AND MEASUREMENT:

The Engineer-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the Contract rates for each such items of work.

- 13.1. All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.
- 13.2. **Joint Measurements shall be taken by the Contractor and by UCIL or by the authorized representative.**
- 13.3. Measurement shall be signed and dated by both parties each day on the site on completion of measurement.
- 13.4. Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of billing.

14. **Double Insurance :**

The Contractor should obtain necessary double workmen insurance coverage for total number of workmen deployed in this work at his own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work. ["Double Workmen insurance coverage"** means two insurance policies i.e. one Group insurance and one Term Insurance has to be obtained].**

A contractual worker, who dies during the course and arising out of employment, shall also be provided with additional amount of financial assistance in the form of ex-gratia equivalent to the amount of compensation payable under the Employees Compensation Act, 1923. However, this additional amount of compensation shall be paid by the respective contractor through a suitable insurance policy.

15. All Safety appliances like safety belt, hand gloves, helmet, Gumboot and safety net will be arranged by the contractor with their own cost. All the safety rules shall strictly be followed as per guide lines of AERB and respective mines safety rules by the contractor or as directed by Engineer-in-charge.
16. Contractor at their own cost providing labour insurance for the workmen Skilled, Semi Skilled & Un-Skilled which should labour insurance cover for whole contract period and shall be submitted to corporation before commencement of this work without which contractor will not be allowed to commence the work.

17. The contractor shall not engage any person of less than 18 years of age.
18. E.P.F. Bonus, Labour Insurance, ESIC and Paid Holiday and safety equipments are to be provided by the contractor at their own cost and should be included in quoted price.
19. The Contractor/ bidder or sub-contractor shall have Provident Fund Code Number
20. All the Manpower requires to be deployed in this contract should enroll as members of Provident Fund and should be given the Universal Accounts Number (UAN).
21. While submission of bill the Contractor should submit certificates of all workers employed directly or indirectly by them are register for EPF and the due Contributions have been credited into their account.
22. No payment shall be made in case of strike/stoppage of work and penalty claim may not be applicable.

SCHEDULE-B

All Building Materials to be provided by the corporation. Contractor shall provide Tools, Tackles, Safety Equipments, PPE's (Helmet, Gumboot, Gloves, Mask, Ear Plug, Fluorescent Jacket etc.)

SCHEDULE - 'D'

Sl.No.	Category of labourer	Wages per day (Rs.)	Remarks
1.	Un-skilled labourer	Contractor's are required to enquire from time to time with the govt. authorities i.e. ALC (C) Chaibasa regarding the minimum wages rate payable and pay to the workman accordingly.	

Signature of Issuing Officer

Signature of Contractor

Date:

Date:

Note: It will be the responsibility of the Contractor to check-up time to time from the Government Authority the minimum wages rate payable and pay to the workmen accordingly.

SAFETY RULES

SAFETY OF CONTRACTORS EMPLOYEE

1. The Contractor shall at all times, take all reasonable precaution for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the Safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Health Physics Unit, Jaduguda for a specified contract.

In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, there after a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no reason of or in connection with such stoppage.

2. Contractors shall have a full time Safety Officer/Engineer when the contractor employees 500 or more persons or when engaged in specially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.
3. Contractor shall have at least one person fully trained in first Aid present at the site of work all the time.
4. Contractors must report to the Safety Officer (Mill) through their contracting Officers every accident involving.
--- Their personnel, UCIL property or personnel, ---Property or personnel of other contractors working on the site.
- 4.1 Contractors must report to the Safety Officer(Mill) immediately on becoming aware of any accident of Type-A(See Appendix-I) giving the following information:-
---Name of the informant, ---Nature and location of incident being reported, ---Name of supervisor/Engineer in-charge, location and telephone number where he can be reached.
- 4.1.1 Contractors shall submit their investigation reports, through their contracting Officer, to the Safety Officer (Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A(See Appendix-2).
- 4.2 In the case of Type-B accidents (See Appendix-I), contractors shall submit their investigation reports, through their contracting officers, to the Safety Officer(Mill) immediately but not later than 3 working days after the occurrence of accident in the Form-A.
- 4.3 Monthly summary of accidents and cases of fire shall be prepared by each contractor in Form-B(See Ap

pendix-3) and be sent to the Safety Officer(Mill) by the 7th of the next month.

- 4.3.1 Prime contractor reports shall include the mandays lost and occurrence of accidents under the jurisdiction of the sub-contractors.
- 4.3.2 Contractors shall submit a narrative on Safety activities and fire incidents for each month along with Form-B. The review should contain such items as personnel and programme chain, major project started and major problems.
- 4.3.3 Medical certificate of laborers' shall be given before start of the work.
- 4.3.4 Party has to deploy one experienced safety personnel to look after safety related issues at site.

APPENDIX - 1

CLASSIFICATION OF ACCIDENTS

Type-A

- 1. Fatal injuries
- 2. Serious injuries such as fracture, dislocation, severe burns necessitating hospitalization.
- 3. Any injury to five or more persons.
- 4. Accidents resulting in damage by fire, explosion etc.

Type-B

Minor injuries which result in laceration, abrasion, contusion etc.

Disabling injuries but not requiring hospitalization.

APPENDIX - 2

ACCIDENT INVESTIGATION REPORT

Name of the contractor and Project :
Nature of the contract :
Name of the Engineer-in-charge :
Name of the injured person :
Age :
Address :
Date and Time of accident :

Place where the accident occurred :

Nature of job :

What was the injured person doing
at the time of accident ? :

Description of accident (in detail) :

Nature of injuries :

What was defective or in wrong condition that was
responsible for the accident ? :

What was wrong with working methods instructions? :

What steps should be taken to prevent/recurrence
of such accident? :

Name of the Witness :

Safety representative's remarks with signature and date :

APPENDIX - 3

(FORM - B)

SUMMARY OF ACCIDENT FOR THE MONTH OF.....

Name of the Contractor:

Name of the Project:

Name of the sub-contractor:

Name of the Safety representative
of the project:

Total no. of persons working in the project:

Male

Female

Engineer:

Supervisors:

Labourers:

Total nos. of accidents(including type 'A' & 'B' accidents)

Disabling injuries

Non-disabling injuries

Agency

No.

No. of days lost/changed

Machine :

Handling Materials :

Full of persons :

Hand tools :

Fire/Explosive :

Collapse of excavation/structure :

Electric shock/burn :

Miscellaneous :

NOTE :- **clause no. 18 (a) for wage escalation** in the uploaded ATC document and scope of work & Job description of original bid **stands deleted** and instead shall be **read as** - In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider **the difference in wage(minimum Wage, PF, Bonus, ESI) from the amount mentioned in the contract on pro rata basis.**

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

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)