

Bid Document

Bid Details	
Bid End Date/Time	18-11-2022 16:00:00
Bid Opening Date/Time	18-11-2022 16:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Uranium Corporation Of India Limited
Office Name	Jaduguda
Item Category	Custom Bid for Services - Preparation Supply and Service of eatables at Narwapahar for the year 202325
Contract Period	2 Year(s)
Past Experience of Similar Services required	Yes
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	12510901
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	125109

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	26

(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:

Accounts (Works)

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

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.

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

Pre Qualification Criteria (PQC) etc if any required:[1667891561.pdf](#)

Scope of Work:[1667891572.pdf](#)

Service Level Agreement (SLA):[1667891579.pdf](#)

Payment Terms:[1667891613.pdf](#)

Penalties:[1667891644.pdf](#)

GEM Availability Report (GAR):[1667891662.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1667891705.pdf](#)

Custom Bid For Services - Preparation Supply And Service Of Eatables At Narwapahar For The Year 202325 (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Preparation Supply and Service of eatables at Narwapahar for the year 202325
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Manoranjan Mahali	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. To be borne by the Bidder

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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 Limited Account No. 33135840169 IFSC Code SBIN0000227 Bank Name SBI JADUGODA BRANCH Branch address P.O. JADUGODA DIST. PURBI SINGHBHUM JHARKHAND 832102.

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

File Attachment [Click here to view the file.](#)

6. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SCOPE OF WORK

Preparation of eatables as per the approved schedule and brand of ingredients of UCIL using best quality raw materials in clean and hygienic condition. The meals with other eatables will be prepared as per the quantities of coupon sold for various eatables. The meals with other eatables will be prepared as per the quantity of coupon sold for various eatables. The Contractor has to procure the grocery items and refreshments from U.C.E. Co-operative stores, Jaduguda for preparation of eatable at the Narwapahar Mines Canteen. Supply and serving of eatables to the employees at Narwapahar plant and township area, as per the schedule fixed by the UCIL time to time. Transportation of cooked materials in closed van and distribution of the eatable materials to various sites of plant and township area will be provided by the contractor. Ensure daily cleanliness and proper housekeeping of the distribution place and its surroundings by the contractor. Contractor should make statutory payments to contractor workers by 07th of every month irrespective of monthly RA bill clearance from UCIL. All machineries used in the canteen should be maintained and repaired (If required) on a regular monthly basis by the contractor within 24 hours.

PRE-QUALIFICATION CRITERIA (PQC)

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

A) TECHNICAL ELIGIBILITY CRITERIA

1. **Experience** of having successfully completed "similar contract" work during last 07 (Seven) years ending last day of month previous to the one in which application are invited should be either of the following -
 - a. Three similar completed works each costing not less than the amount equal of **Rs. 50,04,360/-**
or
 - b. Two similar completed works each costing not less than the amount equal of **Rs. 62,55,451/-**
or
 - c. One similar completed work costing not less than the amount equal to **Rs. 1,00,08,721/-**

Similar completed works means: “**Experience in running Canteen/Guest House/Mess or Labour Supply in Canteen/Guesthouse/Mess.**”

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

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

2. GEOGRAPHIC PRESENCE: 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 i.e. (that is)- **Jharkhand State** with **contact and e mail Address**. 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.

- a) Trade License issued by the local authority in the name of the Firm or
- b) Landline phone number in the name of the Firm or
- c) Electricity bill for last one year in the name of the Firm or
- d) GSTIN registration or
- e) Udyam/MSME/Udyog Aadhaar Certificate

3. The Contractor must possess necessary **Food License from the competent authority (FSSAI)** for the entire period of contract.

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

B) FINANCIAL ELIGIBILITY CRITERIA

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Pre-qualification criteria (PQC) for financial requirement:

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

The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending **31stMarch’ 2022 i.e. 2019-2020, 2020-2021 and 2021-2022** should not be less than **Rs. 37,53,270/-**.

Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending **31stMarch 2022 (Balance Sheet and Profit & Loss Account)**. The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant.

In case Bidder is not a Company and is not able to submit the above, for genuine reasons

to be specified in writing, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN. In case of Companies / Firms which are less than three (3) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and profit & loss statement or CA certificate submitted by the bidder for the available period divided by three (3).

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

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

C) PRE-BID CLARIFICATION

1. It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard before submission of the tender. Such clarifications should be necessarily obtained at least 2 days before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Any deviation to the terms & conditions shall result in rejection of the offer. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.
2. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.
3. Offer has to be submitted by sole Bidder only. Offers submitted in consortium shall not be accepted.

D) SUBMISSION OF TENDER

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

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

E) REQUIRED DOCUMENTS TO BE UPLOADED IN GEM PORTAL

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

1. Documents as per **Technical Eligibility Criteria** as mentioned in **Pre-qualification criteria (PQC)**. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified in the evaluation process.
2. Documents required for financial eligibility of the party as per **Financial Eligibility Criteria** as mentioned in **Pre-qualification (PQC)**
3. Work completion certificate with mentioned executed amount and work duration against each work
4. PAN No. with documentary proof
5. GST Registration No & P.F. Registration No with documentary proof
6. MSME (If Any) with documentary proof
7. Food License No. from FSSAI with documentary proof or Declaration of obtaining Food License before start of work in Company's letter head.
8. ESIC Registration No / Employee Compensation (Workmen Compensation) Act Insurance with documentary proof or Declaration of obtaining ESIC/ WC Insurance before start of work in Company's letter head.
9. EPF Registration No with documentary proof
10. Labour Licence no with documentary proof or Declaration of obtaining Labour Licence before start of work in Company's letter head.
11. Cancelled Cheque of the registered firm/organization.
12. Earnest Money Deposit (EMD) in the form of demand draft (DD)/RTGS with documentary proof of submission
13. The "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to this specific tender only. Attested/ notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
14. Bidder should submit their Price bid strictly as per Price Break up of the lumpsum offering as per enclosed format in Price bid (Part - II) to be uploaded in GEM Portal. Bidder should quote their rates against all the items in Price Schedule enclosed with this tender failing which their offer may be liable for rejection. If bidder fails to quote one or more items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment. Price submitted by Bidder in any other format shall render their offer invalid and shall not be considered for evaluation. There shall be no change or addition/deletion except for filling-up of the actual price/rate in the Price part uploaded. Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc. that is applicable on his quoted prices/ rates. The bidder shall not indicate the same as "extra" or "extra as applicable". Bidder shall ensure that GST rate with SAC code (as applicable) is indicated against total items of the price schedule.
15. Bidder should upload the "**Declaration by Bidder**" as per **Annexure - I** mentioned in Page 06 of the current PQC document to be furnished on bidder letter head.

16. Any person submitting the Tender online shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

Please note that neither Price Break up of the lump sum offering should be given in Blanked Price Format nor any other format as mentioned above. In case this condition is not complied, the bid may be liable for rejection.

F) CAPACITY OF THE BIDDER

1. TECHNICAL CAPACITY

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

2. LEGAL CAPACITY

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

3. AUTHORITY OF PERSON SIGNING DOCUMENTS

A person signing the Tender form or any document forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, UCIL may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

4. ARRANGEMENT OF TENDER DOCUMENTS

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

G) PRICE PART

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

H) FINALIZATION OF TENDER

1. The L1 bidder shall be the bidder having the lowest total Contract Price (Total Basic Price + GST) amongst the techno-commercially acceptable bidders.
2. During evaluation if it is found that bidder has quoted incorrect applicable rate of tax then correct applicable rate of tax shall be considered for evaluation.
3. In case price/ fee quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes,

duties, levies etc.

I) CONFIDENTIALITY

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

J) SUSPENSION / BANNING

- Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning from submission of tender till completion of order execution in GEM Portal shall be banned / suspended for business dealings with UCIL. Period of banning /suspension shall be governed by UCIL prevailing approved Suspension / Banning procedures.

K) GENERAL

1. Bidder shall submit their Offer Strictly in Accordance with The Technical & Financial Specifications & as per Terms and Conditions of Tender Document without any Deviation.
2. Before submission of tender online in GEM Portal, Bidders are advised to make themselves fully conversant with the conditions of tendering, general conditions and Special conditions etc. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
3. The bidders are advised to visit the site to acquaint themselves with the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water or similar physical conditions of the site.
4. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.
5. Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
6. Canvassing in any form is strictly prohibited and any bidder found to have resorted to canvassing or influencing other bidder shall be liable to have his tender rejected summarily.
7. If the bidder deliberately gives wrong information in his tender to create circumstances

for
the acceptance of his tender, the UCIL reserves the right to reject such tender.

8. Tender documents are not transferable.
9. Bidder shall have to comply with provision of contract labour (Regulation & Abolition) act 1970 and rules appended there under, if applicable to him.
10. The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelization in the bidding process.

L) UCIL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

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

Format for Price Break up of the Lumpsum Offering: Bidders are mandatorily requested to upload the filled format for price break up of the Lumpsum Offering in Price bid (Part - II) of GEM Portal.

Sl. No.	Description of the Item	Quantity & Unit	Quoted Cost (Rs.)
1	Deployment of 15 numbers of un-skilled manpower required for preparation, supply and service of eatables (Breakfast, Lunch, snacks & Dinner)	10800 Mandays	Rs..... (Rs. R1)
2	Deployment of 09 numbers of skilled manpower required for preparation, supply and service of eatables (Breakfast, Lunch, snacks & Dinner)	6480 Mandays	Rs..... (Rs. R2)
3	One Time Liveries Supply - Two aprons, two pair of stitched shirts and pants, one pair of shoes & two pair of gloves per labour for 28 labours (inclusive of 04 relievers)	56 Sets	Rs..... (Rs. R3)

4	One Time Liveries Supply - 01 pairs of PVC (gumboot) for 12 labours (Sweepers and Helpers)	12 Sets	Rs..... (Rs. R4)
5	Daily Basis Liveries Supply - 01 Hair cap for 24 labours on a daily basis	20160 Nos.	Rs..... (Rs. R5)
6	Daily Basis Liveries Supply - 01 Pair of Hand Gloves for 24 labours on a daily basis	20160 Nos.	Rs..... (Rs. R6)
7	Hiring of (Four-Wheeler for 08 Hours Duty) for food supply from mines to township (Estate) and sites of Narwapahar mines and supply of raw materials and LPG from Jaduguda to Narwapahar canteen	08 Hours	Rs..... (Rs. R7)
8	Total Amount excluding GST in Rs. (Rs. R1 + Rs. R2 + Rs. R3 + Rs. R4 + Rs. R5 + Rs. R6 + Rs. R7)		Rs..... (Rs. R8)
9	GST @ 5% Amount in Rs. (Rs. R8 * 0.05) with SAC Code		Rs..... (Rs. R9)
10	Total contract value including GST in Rs. (Rs. R8 + Rs. R9) The bidder shall quote lump sum Cost of Service in totality in GeM custom bid		Rs..... (Rs. R10)
	Total Contract Value in Words (Rs. R10) Rs..... ...		

Note (Important for bidder): The bidder shall quote lump sum Cost of Service in totality in GeM custom bid and **L1** will be decided on lowest on quote lumpsum Cost of Service in totality as per **SI. No. 10**, which bid value quoted in Gem. The quantity of procurement requirement "**1**" indicates Lumpsum based for GeM Custom Bid. The bidder should mandatorily submit this sheet for price breakup of item wise rate. The bidders giving price quote in techno-commercial bid will not be evaluated and will be disqualified/rejected in the evaluation process.

Sign & Stamp of bidder

SERVICE LEVEL AGREEMENT (SLA)

1. The contract period shall remain valid for a span of **02 (Two) Years** from the date of actual commencement of work after successful site mobilization. Site mobilization shall have to be done within 15 days on receipt of LOI indicating contract price of the work. Contractor will report to the designated Engineer in Charge / Engineer Representative, UCIL within 2-3 days on receipt of work order & commencement of work order for the exact program of start/execution of job(s) and further discussions/ modifications on the above work schedules. No mobilization advance is payable in the contract.

2. Contract Agreement:

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

Within 30 days of issue of LOI/ Work Order, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI/ Work Order 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/ Work Order issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

3. MANPOWER DEPLOYMENT PER SHIFT (EVERY DAY INCLUDING SUNDAY)

- 1) Cooks/Supervisors - 9 Persons (Skilled)
- 2) Helpers/Attenders - 15 Persons (Unskilled)

Total Manpower for 03 Shift/day (**A, B, C & G Shift**) = 24 persons.

A Shift (Supervisor)	: 05:00 AM to 01:00 PM
B Shift (Supervisor)	: 01:00 PM to 09:00 PM
A Shift (Cook)	: 05:00 AM to 01:00 PM
A Shift (Sweeper)	: 06:30 AM to 02:30 PM
A Shift (Helper)	: 06:00 AM to 02:00 PM
A Shift (Helper)	: 07:00 AM to 03:00 PM
B Shift (Sweeper)	: 03:00 PM to 11:00 PM
B Shift	: 03:00 PM to 11:00 PM
B Shift (Helper)	: 04:00 PM to 12:00 AM
C Shift	: 11:00 PM to 07:00 AM

G Shift : 07:00 AM to 12:00 PM
&
02:00 PM to 05:00 PM

S. No.	Location	Category	Persons to be deployed (Nos.)	Shift (Nos.)
1	Mines Canteen Narwapahar	Helper (Unskilled)	15	A Shift - 04 B Shift - 02 C Shift - 01 G Shift - 08
2	Mines Canteen Narwapahar	Cook (Skilled)	07	A Shift - 04 B Shift - 01 C Shift - 01 G Shift - 01
3	Mines Canteen Narwapahar	Supervisor (Skilled)	02	A Shift - 01 B Shift - 01

The Contractor shall employ one competent and qualified person/supervisor (At least matriculate) whose name/s shall have to be communicated in writing to the Officer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Officer-in-charge or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor.

Contractor shall be responsible for running the Canteen in 4-shift /day i.e. "A", "B", "C" and "G" shift and Twenty-four persons will have to be engaged by the Contractor for management of day-to-day work such as supply and serving of eatables, cleaning of utensils, proper housekeeping etc.

4. MENU OF THE EATABLES TO BE PREPARED EVERYDAY

The following eatables shall be prepared and served by the Contractor to the employees at Narwapahar and Township in a week including Sunday in 'A', 'B', and 'C' shifts.

A Shift: 07:00 AM to 3:00PM
B Shift: 03:00 PM to 11:00 PM
C Shift: 11:00 PM to 07:00 AM

Module	Description of Item to be supplied/served	Time of supply/service
Refreshment (Shift C Employees)	Refreshment as per prescribed menu given by UCIL	05:30 AM to 10:00 AM
Breakfast	Poori with Matar /Dal & Tea/ Spl. Tea and/ or Idli with Chatni & Tea/ Spl. Tea	07:00 AM to 10:00 AM
Lunch	Rice/Roti, Dal, Veg. Curry, Veg. Fry (Bhujia), Papad or Chatni or Pickle, Onion, Green Chilly, Salt/ Green Chilly etc.	12.00 PM to 03.30 PM
Evening Snacks	Aluchop/Piyajee/Chanabara/Jal ebi and Tea/ Spl. Tea	03:30 PM to 04:30 PM
Dinner	Rice/Roti, Dal, Veg. Curry, Veg. Fry (Bhujia), Papad or Chatni or Pickle, Onion, Green Chilly and Salt/Green Chilly	08.00 PM to 12.00 PM
C Shift	Tea	11:00 PM to 11:50 PM
All Shifts	Tea / Snacks at Canteen or at site on demand (Meetings / VIP Visit)	24 Hours
Salary Day	Laddu	Last day of every month

5. UCIL will provide following facilities to the Contractor on non-chargeable basis:

- 1.** Building for servicing of eatables, reimbursement of fuel (Industrial LPG Cylinder) for cooking and Reimbursement of Raw Materials on actual consumption, electricity and water on non-chargeable basis.
- 2.** Utensils and Kitchenware as considered necessary on accountable and returnable basis.
- 3.** Reasonable quantity of cleaning detergents like Soda powder will be supplied as per the requirement on request of the Contractor.
- 4.** Required furniture towards sitting arrangement of the employees at the distribution place.
- 5.** I.S. /C.P.W.D. / MOST SPECIFICATIONS for works, in general, shall be followed for execution of works.
- 6.** No any materials, tools and tackles will be supplied by the department for this

work except whereas stipulated.

- 7.** All the work shall be executed as per existing running similar work and no any extra claim shall be entertained / paid by UCIL.
- 8.** All item rates should be quoted considering inclusive of cost of all materials and taxes, royalty, tools, tackles, labour, consumables etc.
- 9.** Successful bidder should obtain necessary workmen insurance coverage for 15 nos. of unskilled and 09 nos. of skilled workmen by the contractor at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.
- 10.** The contractor has to issue photo pass i.e. Employment Card (Form XII) to their labourer engaged against the work with complete details of the labour and obtained Local Police verification duly signed by authorized Local Thana and Personnel Section, Narwapahar.
- 11.** The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 12.** Quantity of any individual item may vary to any extent and be excluded altogether. Contractor will carry out all works up to a total variation of $\pm 10\%$ (TEN) on the contract price and all quoted rates shall remain firm within this limit.
- 13.** The Contractor should quote their rates considering minimum wages of Skilled/Semi Skilled/Un-Skilled labourers as per notification of A.L.C. (C), Chaibasa. In case of any increase in minimum wages, the same has to be paid by the Contractor.
- 14.** Work will be carried out as per existing site conditions. If any obstruction like honey bees or any other natural obstruction occurs, the same has to be removed by contractor at his own cost.No extra claim shall be entertained in this regard.
- 15.** In case payment of labourers engaged for this work is not made on stipulated payment day, UCIL shall compel the contractor to stop the work besides taking necessary steps to make payment by UCIL at the risk and cost of contractor.
- 16.** In case of stoppage of work by local people / Bandh or any other reasons, no idle charges will be paid be UCIL towards Labour, Plant and Machinery etc. to be contractor for this work.
- 17.** All the labour rules shall be followed strictly as per Contract Labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under Minimum Wages (Central) Act should be maintained by the contractor and to be furnished to the UCIL before commencement of the work. In case of non-submission of above registers/forms to the UCIL regularly, contractor will not be allowed to continue to do the work.

18. All safety precautions shall be maintained by the contractor, safety work will take care as running road by putting barrier/display board.
19. No idle charges will be paid to the contractor for this work towards labour, machinery etc. if any disruption occurs.
20. In case of increase in labour wages, contractor should make payment the arrears to the workmen engaged for this work. Contractor should quote their rates accordingly considering the probable increase of wages.
21. In case of increase in labour wages, contractor should make payment the arrears to the workmen engaged for this work. Contractor should quote their rates accordingly considering the probable increase of wages.
22. The labours wage escalation will be paid as per formula mentioned below up to the scheduled completion date including duly approved Time Extension, if any, on the items mentioned in the schedule of the items and rates. No escalation will be attracted for the period beyond duly approved time extension.

$$WEV = R \times \frac{W1 - W0}{W0} \times 0.70$$

Where,

WE
V = Wage Escalated Value

R = Work done value during period under consideration (As per Sl. No. 01 and 02 of Format for Price Break up of the Lumpsum Offering)

W0 = Minimum Labour Wages based on Govt. notification as per ALC (C), Chaibasa as on the last date of submission of Price bid or revised Price Bid whichever is later

W1 = Revised Minimum Labour Wages, based on Govt. notification as per ALC, (C), Chaibasa, under the period of execution of work

23. Contractor should arrange their own night guard /security arrangement for safe guard of department free issue materials etc. and the contractor shall be responsible for accountability of free issue materials and in case of any theft, necessary recovery shall be made from the contractor's bill to such extent at the discretion of UCIL.
24. E.P.F., Bonus, ex-gratia, Festival allowance, paid holiday, other taxes will be paid on actual basis.
25. The Contractor shall have Provident Fund Code Number, GST No.
26. Contractor to adhere strict compliance of prevailing statutory GST norms while

raising Invoice to UCIL. Any financial liability arising out of non compliance shall be borne by Supplier/Contractor.

- 27.** 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). While submission of bill, the Contractor should submit to Officer-in-charge, certificates of all Workers employed directly or indirectly by them are register for EPF and the due Contributions have been credited into their account.
- 28.** No payment shall be made in case strike/stoppage of work and penalty claim may not be applicable.
- 29.** All statutory payments i.e. Minimum wages, Bonus and PF should be paid within the scheduled payment on or before 7th of every month, failing which 02% of monthly RA Bill will be charged as penalty for each day of delay. Statutory payments by the contractor to the contractor workers should be irrespective of clearance of the monthly RA bills.
- 30.** The contractor will be required to prepare, supply and serve the eatables as per the approved menu and schedule, brand of ingredients as mentioned below. Schedule may vary during the contract period based on UCIL discretion. **“The material cost will be reimbursed as per below mentioned Schedule, Preferred Brand”.**

A. Schedule

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Sl. No.	Name of Eatables	Quantities of ingredients as per the Schedule
01	Special Tea @ 100 nos.	1 kg - Sugar; 0.35 kg - Milk (powder); 0.150 kg - Tea;
02	Poori @ 70 nos. with dal	1 kg- Atta; 0.50 kg-Masurdal; 0.35 kg-Oil; Masala-Rs.3/-

03	Idli @ 64 nos. with Chatni	1 kg- Rice; 0.33 kg-Uraddal; 0.50 kg-Chanadal; 0.50 kg-Oil; Masala-Rs.3/-
04	Aloo chop @ 55 nos.	1kg-Potato; 0.50kg-Besan; 0.25kg-Oil; Masala Rs.9/-
05	Piyajee @ 100 nos.	1.25kg-Besan; 1.25 kg-Onion; 0.60kg-Oil; Masala-Rs.9/-
06	Ordinary Tea @ 100 nos.	1 kg- Sugar; 0.25kg- Milk (powder); 0.10 kg- Tea
07	Meal@ 100nos. (with Rice)	20Kg Rice; 5 kg- Masur dal; 5 kg-Potato; 4 kg-Onion; 1 kg- Green chilly; 1 kg- Sunflower Oil; 0.25 kg-Adrak; 0.20 kg-Lahson; 10 kg- Green veg; 0.05 kg-P. Phoron; 10 kg- Bhujia (veg); Papad-Rs.25/-; Chatni-Rs.25/-; Mixed Masala 25/-; Salt-1.50 kg;
Sl. No.	Name of Eatables	Quantities of ingredients as per the Schedule

08	Chana dal Bara @70nos.	1kg-Chana Dal; 0.25 kg-Oil; 0.50 kg-Onion; 0.05 kg-Green Chilli Masala-Rs.9/-
09	Meal @ 100nos. (with Roti)	20 kg-Atta; 5 kg- masur dal; 5 kg- potato; 4 kg-Onion; 1 kg-Green Chilli; 1 kg-Sunflower Oil; 0.25 kg-Adrak; 0.20kg-Lahson; 10 kg- GreenVeg; 0.05 kg-P. Phoron; 10 kg- Bhujia(Veg); Papad-Rs.25/; Chatni- Rs. 25/-; MixedMasala- Rs. 25/- Salt-1.50 kg;
10	Jalebi (400nos.)	Maida- 2.700kg Sugar-5.400 kg Refined Oil- 2.200kg Food Colour- As required
11	Laddu (100nos.)	Sugar- 1.500kg Besan- 0.769kg Dalda- 0.577kg Food Colour-As required

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B. Preferred Brand of the Ingredients

Sl. No.	Item	Preferred Brand
1	Milk (powder)	Everyday / Amulya
2	Tea	Tata Premium / Red Label
3	Atta	Fortune / Ashirwad
4	Masurdal	Khajana / Purti
5	Masala Powder	MDH / Everest
6	Rice	Baba / Double More
7	Uraddal	Hero Honda / Farari
8	Chanadal	Trishul / Kasturi
9	Refined Sunflower Oil	Fortune / Patanjali
10	Besan	Kalash / Tata
11	Mustard Oil	Fortune / Hathi / Saloni
12	P. Phoron	MDH / Everest
13	Papad	Shriram / Lijjat
14	Mixed Masala Powder	MDH / Everest
15	Salt	Tata
16	Maida	Ganesh / Kirti
17	Dalda	Vanaspati / Khajur
18	Food Colour	Everest / Cow Chap

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C. Preferred Brand of Refreshment (Shift C) with following combinations (Total - Rs. 60)

Sl. No.	Item	Preferred Brand
1	01 st Combination	Sudha / Amul - Milk (1 Litre)
2	02 nd Combination	Bikano - Aloo Bhujia and Britannia - 50-50 Maska Chaska
3	03 rd Combination	Haldiram - All in One Britannia - 50-50 Maska Chaska
4	04 th Combination	Haldiram - Aloo Bhujia Britannia - 50-50 Time Pass
5	05 th Combination	Britannia - Treat Burst Britannia - Good Day (Rich Pista Badam)
6	06 th Combination	Britannia - Treat Burst Bisk Farm - Mast Jeera
7	07 th Combination	Britannia - Treat Burst Bingo - Tedhe Medhe (Nut Crackers)

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- 31.** The Contractor shall put up the bills on the monthly basis to the Engineer-in-Charge / Engineer representative for necessary certification and payment on or before 10th of every month. Rs. 500/- for every day delay on submission of the monthly RA bill will be deducted in the monthly R.A. Bill.
- 32.** The contractor will serve food items to the employees on the basis of coupons supplied by the UCIL only. In any case, money transactions shall not be made by

contractor for selling of eatables to the employees.

33. The Contractor shall keep a register of daily consumption of eatables at distribution place, which shall be duly certified by the Officer-in-charge.
34. The daily consumption report against selling of eatables to the employees shall be submitted to the Officer-in-charge on every alternate day.
35. The distribution-timing schedule of breakfast, Lunch, Evening Snacks and dinner will be followed strictly as stipulated by the UCIL.
36. The floors, Dining Halls and Dining Tables and Benches will have to be washed and cleaned everyday by the Contractor. UCIL shall supply floor cleaning agent or detergents free of cost as per requirement for the above.
37. The cleaning of utensils, drains and premises/surroundings of the distribution place will have to be looked after by the Contractor in order to maintain hygienic condition and proper housekeeping at his own cost.
38. The Contractor will have to keep at least seven days stock of raw materials in his reserve and at no stage supply of food items should be affected by the shortage of raw materials.
39. The Contractor has to procure the grocery items and night refreshments as per the given preferred brand as mentioned in **Point No. 30 of Service Level Agreement (SLA)** from U.C.E. Co-operative stores, Jaduguda for preparation of eatable at the Narwapahar Mines Canteen and if not available in the Co-operative store same shall be procured from outside. Certification regarding non availability of grocery items and night refreshment should be submitted to the EIC/ERs, if procured from outside. All grocery material, refreshment and LPG shall be reimbursed on actual cost basis on submission of bill. Engineer in charge/ Engineer representative will only have the discretion to change the preferred brand as mentioned in **Point No. 30 of Service Level Agreement (SLA)** during the contract period.
40. If the grocery items and night refreshments will be found of inferior quality (i.e. not as per the given brand as mentioned in **Point No. 30 of Service Level Agreement (SLA)** and not as per approved schedule and brand of ingredients, Engineer in charge / Engineer representative may reject the food materials/food items supplied at the distribution, based on the inspection report given by Canteen Management Committee (CMC).
41. The bills generated at the time of purchase of grocery items issued by U.C.E. Co-operative stores, Jaduguda will be handed to the contractor for actual reimbursement in a monthly basis based on the consumption. If the contractor fails to pay the monthly outstanding amount to U.C.E. Co-operative stores, Jaduguda, then UCIL will deduct the outstanding amount from the next monthly RA Bill and pay directly to U.C.E. Co-operative stores, Jaduguda on behalf of the contractor.
42. The Contractor shall have to procure fresh vegetables from local market at the existing market price. Payment should be paid to contractors based on the production of the original bills.

43. The Contract has the provision of 10% time extension/10% value extension if required may be considered at the discretion of the management with the existing terms and conditions.

44. If manpower deployment is found insufficient in view of the services, suitable action as deemed fit, shall be initiated by UCIL against the Contractor and Penalty will be applicable as follows -

For unskilled manpower

The daily minimum deployment of labours shall be 15 (Fifteen). If daily attendance of labour is not maintained then penalty will be deducted from monthly R.A bill at the rate as mentioned below -

- a. No penalty will be deducted if 14 Nos. daily deployment of labour is maintained.
- b. If 13 Nos. & below of labours are present on any day, Rs. 1000.00 penalty will be deducted for each absentee per day from monthly R.A bills.

For skilled manpower

The daily minimum deployment of labours shall be 09 (Nine)). If daily attendance of labour is not maintained then penalty will be deducted from monthly R.A bill at the rate as mentioned below -

- a. No penalty will be deducted if 08 Nos. daily deployment of labour is maintained.
- b. If 07 Nos. & below of labours are present on any day, Rs. 2000.00 penalty will be deducted for each absentee per day from monthly R.A bills.

45. Sufficient number of Counters will have to be operated at the distribution place so that no employee has to wait for more than 10 minutes for getting served meals/eatables etc. In this regard, UCIL will provide any assistance, like consideration of Supplier's request for extension of Counters, supply of required utensils etc., if required.

46. In no case, there should be wastage of eatables. The responsibility thereof shall be borne by the contractor.

47. The required uniforms, shoes, soaps, hand gloves etc. will have to be provided by the Contractor to all the workers engaged by the Contractor at regular intervals. The Contractor shall ensure that the serving personnel or any other personnel engaged by the Contractor should always be in clean prescribed uniform, close-cut hair, clean shaved etc.

48. The Contractor will be responsible for the good behavior and etiquette of their staff as well as for efficient and prompt service. If any contract labour is found to misconduct with any UCIL employees, then penalty of Rs. 500 should be borne by the contractor for every instance. If any contractor labour is not coming in clean prescribed uniform, close-cut hair, clean shaved, wearing hair cap, nail cut etc., then penalty of Rs. 200 should be borne by the contractor for every instance. The contractor should inform the contractor labour around the same during the commencement of the contract work.

49. The Contractor or any of their representative/worker shall not indulge in any type of activities which is directly or indirectly prejudicial to corporation's interest or shall not commit any act of:

- a. Misappropriation, pilferage or abetting misappropriation of pilferage of UCIL's property or any attempt thereof.
- b. Offer attempt to offer illegal gratification including offerings, reward or advantage etc. pecuniary or otherwise to any employees of the corporation.
- c. Indulge in any malpractice but not limited to forgery, viz. falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any other act which amounts to offences punishable under the Indian penal code or to other enactment.

If any contractor or his representative/worker found indulge in above such activities, then UCIL will take appropriate disciplinary actions may led to termination of the contract / termination of the contractor representatives/workers. The contractor should inform the contractor labour around the same during the commencement of the contract work.

50. Maintenance cost of the equipment/machinery used in canteen has to be borne by the Contractor. If the machinery/equipment used in the canteen not getting repaired by the contractor as per stipulated 24 hours, then the repair will be done by EIC/ER and actual repair cost will be deducted from Monthly RA Bills.

51. Penalty will not be applicable for force majeure incidents like sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes. Upon the occurrence and cessation of any such contingency, the party suffering there from shall immediately give the other party notice, in writing, within fifteen (15) days of such occurrence or cessation and the representatives of the parties shall immediately consult each other and agree upon the measures to be taken. Under the said circumstances, the time of fulfilling the obligations under the present order shall be prolonged for the period within which the Force Majeure or consequences thereof exist. If Force Majeure conditions persist for a continuous period of THIRTY (30) days and make further performance of this contract impossible, the parties shall meet to reach an agreement for continuation, modification or termination of this contract within a further period of THIRTY (30) days and the parties will develop a mutually satisfactory solution.

52. If any provision or condition of the Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Order.

53. Necessary workmen insurance for 28 manpower i.e. Skilled manpower for 9 (Nine) in Nos. , Un-Skilled manpower for 15 (Fifteen) in Nos. and Relievers manpower for 04 (Four) in Nos. & Labour licence for minimum 28 (Twenty-Eight) Nos. must be obtained by the Contractor from ALC (C), Chaibasa for the required number of workers to be engaged for the whole period of contract.

- 54.** The information regarding number of meals (Lunch/Dinner) coupons sold each day will be collected by the Contractor from the supervisor of canteen, daily at 8.00 AM and 4.00 PM. Supply and sale of coupons shall be done by UCIL.
- 55.** Deduction from the bills of the Contractor may be made on the monthly basis on following accounts –
- a. If any property of UCIL will be found missing/damaged, the UCIL shall recover the cost of the materials from the bills of the Contractor as deemed fit.
 - b. If the cleanliness of the distribution place and utensils are not found up to the satisfaction of the Officer-in-Charge, the same will be got cleaned by using UCIL resources and the cost thereof will be deducted from the bill of the supplier.
 - c. If the quality and quantity of eatables served are not found up to the satisfaction of the Officer-in-Charge, amount equivalent to the cost of eatables shall be deducted from amount to be reimbursed to the contractor against purchase of raw materials from the bill of the supplier.
 - d. Penalty (as applicable) as mentioned in the above points of Service Level Agreement (SLA).Penalty will not be applicable on notified National Holidays, Strikes and Bank Strikes.
- 56.** The Contractor shall serve food items in the Canteen distribution counter everyday as per the time schedule fixed by UCIL. The Contractor must follow the distribution-timing schedule strictly.
- 57.** The Contractor shall put up the bills on the monthly basis to the Officer-in-Charge for necessary certification and payment.
- 58.** All the workmen engaged by the Contractor will be medically examined at least once in a year by the contractor from the Narwapahar Hospital.
- 59.** Prevention of Adulteration of Food Act of the State/Central Govt. shall be complied with, if applicable.
- 60.** The Contractor must possess necessary Food License from the competent authority (**FSSAI**) for the entire period of contract.
- 61.** New eatable Items, if required by UCIL may be incorporated in the Menu in the due course of contract, which are not in the schedule of items and the expenditure incurred against the new eatables will be reimbursed to the party.
- 62.** The Contractor for the works shall maintain all the safety precautions and safety appliances to their workmen engaged for this work shall be provided by the Contractor at his own cost.
- 63.** The contractor must ensure that all the grocery items procured by him shall be stored in a covered container with lid. Any grocery item shall not be kept opened.
- 64.** The Minimum wage as per Government notification is to be paid to all workmen engaged by the contractor in the presence of Officer- In- Charge or his representative and obtain a "Payment Certificate" without which the R.A bill will not be released. Further the contractor shall maintain all the records and registers up to

date under Contract Labour (Regulation and Abolition) Act 1970 for UCIL inspection.

65. Eatables and tea/coffee shall be supplied only by the Contractor who has signed the offer or by his authorized representative on production of a letter of Authority in which the representative's signature has been duly attested by the person who has signed the offer and on production of the supplier's copy of the supply order.
66. The measurement/counting/weight/quality/quantity of the eatables supplied by the Contractor at the time of supply or any time shall be final and binding by the UCIL.
67. The required uniforms will have to be provided by the contractor to all the labours engaged by the contractor as per the below criteria within 01 month of commencement of job -
 - a. One Time Supply - Two aprons, two pair of stitched shirts and pants, one pair of shoes & two pair of gloves per labour for 28 labours (inclusive of 04 relievers) for 02 years
 - b. One Time Supply - 01 pairs of PVC (gumboot) for 12 labours (Sweepers and Helpers) for 02 years.
 - c. Daily Basis Supply - 01 Hair cap for 24 labours on a daily basis for 02 years
 - d. Daily Basis Supply - 01 Pair of Hand Gloves for 24 labours on a daily basis for 02 years
68. Contractor should hand over the clear site to the UCIL after completion of job after removing all the surplus materials, spoils, debris etc. failing which UCIL has right to:
 - a) Retain the Final bill till site clearance is completed, or
 - b) Engage some other agency to carry out site clearance at risk and cost.
69. Contractor should complete the Final bill settlement within one month of the completion of work.

70. Statutory Compliances

The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act 1952, the Employees State Insurance (ESI) Act 1948, the Contract Labour (R&A) Act 1970, the Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act 1979, the Minimum Wages Act 1948, the Payment of Wages Act 1936, the Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Shop & Establishment Act 1970, Personal Injury (Company Insurance) Act, Fatal Accident Act, Motor Vehicle Act 1988, Motor Vehicle Rules, Industrial Dispute Act 1947 and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the legislature and produce the same for inspection whenever asked for. The Contractor shall abide by the Central/State labour legislation as may be applicable from time to time.

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

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

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

At the time of submission of Monthly Bills

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

Evaluation and Release of Payment

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

At the closure of contract

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

7. No Demand certificate

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

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

Documents to be submitted on Annual Basis

1. The contractor has to carry out responsibilities as envisaged in Section 36B of PF and Misc.Provisions Act 1952 and submit the Annual Return in Form 6A submitted to the concerned Regional Provident Fund Commissioner.

2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in UCIL.

3. Half Yearly Returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.

4. Contractor is sole responsible to provide Annual EPF Statement to his contract workers and UCIL during the contract period.

Compliances under various Labour Laws

Contract to ensure the payment of wages by 07th of every month and extend coverage under social security legislation to contract workers

S. No.	Wage Components	Rates
1.	Minimum Wages / UCIL Notified Rate (Included)	Minimum rates of wages as notified by Central Government or UCIL notified rate, whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification
2.	Employee's Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges (Included)	The rates notified by the Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952, (ii) EPS, 1995 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.

3.	Employee's State Insurance (ESI) contribution or Insurance Policy coverage under Employee's Compensation Act, 1923. (Reimbursable, if applicable)	The rates of contribution as prescribed by the Government with specific notification on the date of floating of bid/tender and subsequent changes if any as per Government Notification. In case the work center is situated, in 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)	Contractor to ensure the minimum bonus to be paid on monthly basis within prescribed time frame i.e 07 th of every payment month and submit the proof of payment of bonus in Form - C and Form -D to UCIL.
5.	Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For Workers working in Factories and Construction Activities) (Included)	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, and Safety Shoes as safety norms of UCIL) and submit proof of purchase & distribution with UCIL. The same may be provisioned per person.
6.	Maternity Benefit to Women Contract Workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. (Included)	Contract to regulate the same in line with the provisions under the Maternity Benefit Act 1961. In case replacement is provided by the Contractor in lieu of the Women workers availing Maternity leave, her name should not be struck from the Muster Role/Attendance Register during the period of maternity leave.
7	Jharkhand State Employment of Local Candidate in Private Sector Act, 2021. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022	Contract to ascertain domicile requirement as prescribed under section 2(g) of The Act before providing the Employment to any local Candidate in the 75% reserved for local Candidates.

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B. Compliances under various Labour Laws and Act

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a) The Employees Provident & Miscellaneous Provisions Act 1952:

- (i)** The contractor should have his own PF Establishment Code No. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend the benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.
- (ii)** The contractor has to ensure compliance under EPF 1952, EPS 1995 & EDLI 1976.
- (iii)** The contractor should submit copies of separate e-Challans/ECR, in respect of contract workers engaged through this contract only, with acknowledgement from PF office, on a monthly basis.
- (iv)** PF is mandatory irrespective of wages paid by the contractor to workers

i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion is carried out as provisions of EPF scheme 1952. The contractor shall be solely responsible for the payment of PF by 07th day of the subsequent month in the presence of Engineer-In-Charge.

b) The Payment of Wages Act 1936:

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

c) The Minimum Wages Act 1948:

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

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

- (i) The contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.
- (ii) The contractor shall submit the Separate e-Challans/ECR along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
- (iii) The contractor has to arrange Smart Cards/e-Pehchan Card to contact workers 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 contract is required to take a Policy from IRDA 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 prescribed time frame and submit proof of payment of bonus in Form-C and Form-D under the Act to UCIL.

h) Provision of Compensatory Off/Overtime Wages:

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

i) Contract Labour (R&A) Act 1970

- (i) The contractor is required to obtain Labour License under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdictions of the Region.
- (ii) The contractor shall discharge obligations as provided under Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- (iii) The contractor shall ensure Regular and effective supervision and control of the deployed contract workers and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non-camouflaged state of the Contract
- (iv) Contractor shall provide proper Employment Cards (Form XII) for the contract workers, duly signed by the contractor or authorized person on behalf of contractor.

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

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

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

B. Employee State Insurance Act 1948: During the contract period, the

contractor has to maintain following registers (If Applicable):

1. **Register of Employees in FORM - 6**
 2. **Accident Book in FORM - 11**
- C. Employees Provident Fund & Miscellaneous Provision Act 1952:**
1. **Monthly return in FORM - 5 for employees qualifying for membership of the PF Fund**
 2. **Contribution card in FORM - 4**
 3. **Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM - 6**
 4. **Consolidated annual contribution statement in FORM - 6. Copy of the same should also be given to the individual contract worker and EIC every year**
- D. The Payment of Bonus Act 1962:** During the contract period, the contractor has to maintain following registers:
1. **Registers showing the details of the amount of bonus due to each of the employees, the deduction under section 17 and 18 and the amount actually disbursed in FORM - C**
 2. **The contractor shall send in return in FORM - D to the inspector so as to reach within 30 days after expiry**
- E. The Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act 1979:** During the contract period, the contractor has to maintain following registers (If Applicable)
1. **Application of License / Renewal of License - FORM II**
 2. **Report of Recruitment and Employment of Migrant Workmen - FORM X**
 3. **On Completion of Work - FORM VIII**
- F. Jharkhand State Employment of Local Candidate in Private Sector Act, 2021. The Jharkhand State Employment of Local Candidate in Private Sector Rules, 2022**

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

G. Additional Online Returns:

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

H. At the time of closure of contract:

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

- I. Obligation to display Abstract of the Act and the Rules:** Under Rule 79 of the Contract Labour (R&A) Act Central Rules, 1971, this obligatory on every contractor to display the abstract of Acts and Rules in English and

Hindi and in the Language spoken by the majority of the workers in the prescribed form.

- J.** The contractor shall employ contract workers in sufficient number to maintain required rate of coverage and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the engineer in charge. The contractor shall not employ in connection with the works any person who has not attended the age of 18 years and not exceeded the age of 60 years.
- K.** The contractor should employ only the persons with established identity.
- L.** The authorized person of CISF/Security, UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises/township. Contractors are required to surrender the identity cards on completion of jobs to authorized persons of CISF/Security, UCIL.
- M.** Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the contractor.
- N.** Its shall be solely liability of the contractor to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R&A) Act 1970. No work shall be allowed to start without a proper labour license and food license, if applicable. License should be obtained for maximum number of labours to be deployed on any one day.
- O.** The contract workers to be engaged for the contract by the contractor/contracting firm should be on the role of contractor/contractor's firm for the assigned work order/job and should not be engaged on the role of any other contractor/contractor's firm for any other assigned work order/job.
- P.** The contractor shall be directly responsible and indemnify the UCIL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any deployed by him.
- Q.** The contractor shall engage supervisors who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking to contractual obligations.
- R.** The contractor shall provide proper employment card (Form XII) for his workers to be deputed by him for work/services, duly signed by the

contractor and authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF/Security department through Engineer in Charge for his labour/workers on submission of Police Verification Certificate.

- S.** The contractor has to deploy the personnel with no past criminal records. Also the contractor has solely responsible to provide police verification for all the persons deployed by him. In case any worker is found having criminal record, the contractor shall have to be immediately replace without assigning any reasons.
- T.** The contractor shall not employ/permit to be employed any personnel suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his personnel deployed through Civil Govt. Doctor before deployment and their Annual Health Check Up report should be submitted to EIC from time to time.
- U.** No employees/person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the mines premises. If found under the influence of the above, the contractor shall have to be immediately replace the personnel without assigning any reasons and may refer the case to the police.
- V.** The contractor shall be solely responsible for disciplining the personnel deployed by him. Further he shall ensure that none of his workers create any nuisance, denial of assigned work as per the worker category and indulge in anti social criminal activities during the entire period of contract. In case, anybody found indulging in such activities, then he will have to immediately removed without any prejudice to further necessary action as deemed fit.
- W.** In case of accident, injury and death caused to the workers of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, and insurance money etc. to the next kith & kin of injured/deceased, contractor shall indemnify UCIL from such liabilities.
- X.** The contractor shall obtain all necessary insurance policies covering all risks such as accident, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/UCIL or to some other agency. The contractor shall submit the proof that he has purchased the insurance policy as mentioned above.
- Y.** While confirming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labour, welfare etc., is violated. Contractor shall indemnify UCIL for any actions brought against him for violations, non compliance of any applicable Act, Rules and Regulations there under.

- Z.** The contractor hereby agrees to indemnify owner/UCIL and harmless from all claims, demands, actions, costs and charges etc. brought by any Court, Competent Authority, Statutory Authorities against owner/UCIL
- AA.** Contractor shall indemnify UCIL against all actions, suits, proceedings, claims, losses, damages etc. which may arise under Minimum Wages Act, Personnel Injury, Company Insurance Act, ESI Act, Fatal Accident Act, Workmen Compensation Act, Shop & Establishment, Employee's Provident Fund Act, or any other act or statute not specifically mentioned herein but having any direct or indirect application for the person engaged under this contract.
- BB.** The personnel deputed by the contractor shall observe all security, fire and safety rules of UCIL while at the site/work. His Work/Services will be supervised by the supervisor of contractor. Contractor has to strictly adhere to the guidelines/Instructions/Amendment/Rules issued time to time from the statutory authority and UCIL, both.
- CC.** Contractor agrees to and does hereby accept full and exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the company harmless from any liability/penalty which may be imposed by the Central, State or Local Authority or also from all claims suits or proceedings that may be brought out against the company arising under growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the contractor, third parties or any Central/State Government or Local Authority under any Act or Rules framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.
- DD.** Contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by him under the contract.
- EE.** Contractor shall exclusively be liable for non-compliance of the provision of any act, law, rules or regulations having bearing over engagement of workers directly or indirectly for execution of the Contract.
- FF.** 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.
- GG.** The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. UCIL shall not be

liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

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

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

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

- a) To terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the order may become vested, or
- b) To give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order.

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

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

- a) If the Contractor fails to comply with the provision/ provisions of the order.
- b) If the Contractor is involved in any action involving moral turpitude.

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

LL. The Contractor shall be entirely responsible for the due performance of the order in all respects according to the intent and meaning of the specifications and all other documents referred to in this order.

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together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based. The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to price variation under price adjustment/ deviation of quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

Penalty (Liquidated Damages):

- (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

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.**

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

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of successful tenderer. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.

The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract. E.M.D. shall not bear any interest.

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

(a) Any bid not accompanied by Bid Security as per stipulated requirements shall summarily be rejected.

(b) In case the Tenderer intends to submit the bid security in the form of Bank Guarantee, the Tenderer shall submit the original Bid Security in the form of Bank Guarantee along with the bid. However, UCIL shall verify the authenticity of the Bank Guarantee submitted by the Tenderer from the issuing Bank. In the event of any discrepancy in the Bank Guarantee on verification, the offer submitted by the Tenderer shall be rejected.

- (i) The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii) The Tenderer resiles 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 validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
- (v) The Tenderer increases the prices unilaterally after the opening of Part I (technical) and during the validity period of the tender.
- (vi) 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.
- (vii) The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
- (viii) The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The Bid Security shall be made payable without any condition to the Corporation 'On Demand'. In case of extension of validity of the offer, the BG submitted towards EMD will also be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. In case the Tenderer is requested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer's offer will be rejected and the Bid Security submitted by the Tenderer shall be returned on Tenderer's request.

The Bid Security of the successful Tenderer to whom the contract is awarded will be returned 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 Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc. No cash or cheque in any form will be accepted. No interest will be paid on any earnest money or any guarantee.

Security deposit (SD):

Total amount of Security deposit or Performance Bank Guarantee (PBG) 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:

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

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

c) Refund of Security Deposit:

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

Contractor 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.

(G) FORFEITURE OF SD & RETENTION MONEY:

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

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. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

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01ST R.A. BILL

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

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

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MONTHLY BILL

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

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

Personnel Section

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

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Accounts Section

1. Tax Invoice
2. Certification from UCIL for deployment of different category of manpower / work executed

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

In case any or all of the documents listed as mentioned above is not submitted along with the invoice, payment shall be kept in abeyance till submission of the requisite documents. In such an event contractor shall ensure payment of due wages to his workmen as well as payment to statutory authorities keeping UCIL completely indemnified against any claims.

Payment shall be released within 30 days through RTGS upon submission of pre receipted invoice along-with correct & complete documents at UCIL. UCIL will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete documents. The Contractor shall intimate their Bankers details and Account No. etc. to Accounts Section, UCIL, Turamdih.

FINAL BILL

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Personnel Section

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

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

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Accounts Section

1. Pre receipted invoice in three copies including original.
2. No claim certificate to UCIL.
3. Certificate of completion of all obligations by Contractor duly certified by UCIL Engineer in Charge.

A) OTHER PAYMENT CONDITIONS

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

- i) Monthly payment will be made against supply of manpower (skilled/unskilled) i.e. price schedule. Lump sum amount quoted against miscellaneous expenses (price schedule) will be paid once against the first Running Bill.
- ii) Material cost will be reimbursed monthly based on the actual consumption of eatables by considering approved schedule of ingredients which is already accepted by contractor in Tender. Material cost except vegetable will be reimbursed based on rate of U. C. E. Co-operative Store, Jaduguda. The cost of vegetable and other items shall be reimbursed on the basis of current market rates certified by Officer-in-charge, Canteen of UCIL.
- iii) The cost of LPG will be reimbursed based on actual consumption as certified by Officer-in-charge of Canteen of UCIL on production of documentary evidence.
- iv) UCIL will reimburse the consumption of fuel for @ 10 Kms/Litre on actual basis, based on production of the meter reading (Kms.) and current market price of the fuel by the contractor.

B) COMPENSATION FOR FAILURE TO PERFORM THE CONTRACT WORKS

If the Contractor fails to prepare, supply and service of eatables during the canteen timing on any day for any fault attributable to the contractor, the penalty for non execution of the work will be as follows:-

- a) Rs. 50,000/- per day of non-execution of the work for first seven days.
- b) If the contractor fails to run the canteen with due diligence for a period of seven days and continued to do so after a notice in writing of 7 days from the Officer-in-charge, Canteen, the contract will be terminated without any further notice and the entire security deposit will be forfeited.

Penalty will not be applicable for force majeure incidents like sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.

C) 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.

D) LABOUR WAGE ESCALATION

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

$$WEV = R \times \frac{W1 - W0}{W0} \times 0.70$$

Where,

WE
V = Wage Escalated Value

R = Work done value during period under consideration (As per Price Schedule)

W0 = Minimum Labour Wages based on Govt. notification as per ALC (C), Chaibasa as on the last date of submission of Price bid or revised Price Bid whichever is later

W1 = Revised Minimum Labour Wages, based on Govt. notification as per ALC, (C), Chaibasa, under the period of execution of work

Annexure - I

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DECLARATION BY BIDDER

(To be furnished on letter head)

GEM Ref No & Date:

Tenderer's Offer No. & Date: No. dated

a. We hereby declare that our organization M/s _____ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.

b. We hereby declare that our organization M/s _____ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by UCIL during this process without protest or demur.

c. We confirm our acceptance to all technical as well as commercial terms & conditions of the above-referred tender enquiry without any deviation whatsoever.

d. On award of work order against the above tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep UCIL fully indemnified against any or all claims arising out of the above with regard to the subject order.

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

PENALTY

A. Supply of adequate manpower

For unskilled manpower

The daily minimum deployment of labours shall be 15 (Fifteen). If daily attendance of labour is not maintained then penalty will be deducted from monthly R.A bill at the rate as mentioned below -

- c. No penalty will be deducted if 14 Nos. daily deployment of labour is maintained.
- d. If 13 Nos. & below of labours are present on any day, Rs. 1000.00 penalty will be deducted for each absentee per day from monthly R.A bills.

For skilled manpower

The daily minimum deployment of labours shall be 09 (Nine). If daily attendance of labour is not maintained then penalty will be deducted from monthly R.A bill at the rate as mentioned below -

- c. No penalty will be deducted if 08 Nos. daily deployment of labour is maintained.
- d. If 07 Nos. & below of labours are present on any day, Rs. 2000.00 penalty will be deducted for each absentee per day from monthly R.A bills.

B. Scheduled statutory pay related compliance

Minimum wages, Bonus and PF should be paid within the scheduled payment on or before 7th of every month, failing which 02% of monthly RA Bill will be charged as penalty for each day of delay. Statutory payments by the contractor to the contractor workers should be irrespective of clearance of the monthly RA bills.

The Contractor shall put up the bills on the monthly basis to the Engineer-in-Charge / Engineer representative for necessary certification and payment on or before 10th of every month. Rs. 500/- for every day delay on submission of the monthly RA bill will be deducted in the monthly R.A. Bill.

C. Scheduled maintenance of machineries / equipments

If the machinery/equipment used in the canteen not getting repaired by the contractor as per stipulated 24 hours, then the repair will be done by EIC/ER and actual repair cost will be deducted from Monthly RA Bills.

D. Discipline, Cleanliness and Hygiene of contract labours

If any contract labour is found to misconduct with any UCIL employees, then penalty of Rs. 500 should be borne by the contractor for every instance.

If any contractor labour is not coming in clean prescribed uniform, close-cut hair, clean shaved, wearing hair cap, nail cut etc., then penalty of Rs. 200 should be borne by the contractor for every instance.

E. Force Majeure

Penalty will not be applicable for force majeure incidents like sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, notified National Holidays and Bank Strikes.

Penalty (Liquidated Damages):

- (d) 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.
- (e) 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:

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

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 beavailed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for thework performed within the scheduled period of contract. For work executed during the extended delivery period, the rates asprevailing on the last day of the scheduled contract period only maybe paid. De-escalation/ reduction, if any, which takes place, shall haveto be passed on to UCIL

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

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between Uranium Corporation of India Ltd. (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (Hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not; provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any

attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
 - 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

2 Previous Transgression:

- 2.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 2.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

3 Earnest Money (Security Deposit)

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- 3.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified by the RFP).
- 3.2 The Earnest Money / Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 3.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 3.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money /

Security Deposit for the period of its currency.

4 Sanctions for Violations

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5 Independent Monitors

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- 5.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 5.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 5.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 5.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 5.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 5.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 5.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 5.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9 Validity

- 9.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

9.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10 The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Signature

Name of the Officer

Designation

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Witness

Witness

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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](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions 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---