

Bid Corrigendum

GEM/2024/B/5536125-C3

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

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

SCOPE OF WORK

1) The Contractor will collect dirty uniforms (Pants/Shirts) from the places specified by the Corporation with an identification mark and after washing, drying will return washed and dried clothes/uniforms to the employees as per the time schedule fixed by the corporation.

2) Cleaning and maintenance of washing and drying equipment.

3) Contractor has to provide and install the washing machine of any make (Industrial type-2006 onwards) in the allocated place of Narwapahar Mine.

4) The Contractor will provide, install, maintain and operate the Industrial type of washing machine of any make (after 2006 onwards) at his own cost at the work site for the period of work.

- Industrial Washing Machine of 40 kg (approx) capacity - Two Nos. or as per requirement.
- Industrial Hydro Extractor of 40 kg (approx) capacity - One No. or as per requirement
- Industrial Drying Tumbler of 40 kg (approx) capacity - One No. or as per requirement

The contractor must ensure the make, size, capacity and other technical specification of the machine (Washing and drying) is as per requirement of the Corporation. The entire cost required for supply and installation of machine shall be borne by the Contractor. The Contractor shall ensure cleanliness and proper housekeeping of the washing place and its surroundings of washing and drying equipments at his own cost.

The Contractor should make statutory payments to contractor workers by 07th of every month irrespective of monthly RA bill clearance from UCIL.

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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.11,49,640/-**
or
 - b. Two similar completed works each costing not less than the amount equal of **Rs.14,37,051/-**
or
 - c. One similar completed work costing not less than the amount equal to **Rs.22,99,281/-**

Similar completed works means: “**Any kind of similar works (Washing and drying of duty uniforms (Shirts/Pants)/Manpower supply job) in any industry/ institution (Govt./PSU/Private).**”

If there is poor performance of the participated bidders in Technical evaluation, the required necessary documents may be sought after the approval from the GeM evaluation Committee.

The bidder must 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. All the manpower (**unskilled**) engaged for this work, preference to be given to **vistha pit (land displaced)** and **local people (within 05 Kms)** surrounding the villages of Narwapahar Mine.

B) FINANCIAL ELIGIBILITY CRITERIA

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 **31st March' 2024 i.e. 2021-2022, 2022-2023 and 2023-2024** should not be less than **Rs. 8,62,230/-**.

Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending **31st March 2024 (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 & co

nditions/ 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 rejected in the bid 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. 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.
8. EPF Registration No with documentary proof
9. Labour Licence no with documentary proof or Declaration of obtaining Labour Licence before start of work in Company's letter head.
10. Cancelled Cheque of the registered firm/organization.
11. Earnest Money Deposit (EMD) in the form of demand draft (DD)/ RTGS with documentary proof of submission.
12. 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.
13. Bidder should submit their Price bid strictly as per Price Break up of the lumpsum offering as per enclosed format uploaded in GEM Portal. Bidder shall 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.
14. 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.
15. 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 Blank Price Format nor any other format as mentioned above. In case this condition is not complied, the bid may be liable for rejection.

(G) 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 a tender 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.

(H) PRICE PART

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

(I) 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.

(J) 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.

(K) 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.

(L) 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

Ives 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, conform 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 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.

(M) 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.

| SI. No. | Description of the Item | Quantity & Unit | Quoted Cost (Rs.) |
|---------|---|-----------------|----------------------------|
| 1 | Deployment of Skilled Manpower for washing and drying of duty uniforms (Shirts/Pants) of employees of Narwapahar Mines for 02 Years 2024-26. 01 skilled labour per day | 616 Mandays | Rs..... (Rs. R1) |
| 2 | Deployment of Unskilled Manpower for washing and drying of duty uniforms (Shirts/Pants) of employees of Narwapahar Mines for 02 Years 2024-26. 01 unskilled labour per day | 616 Mandays | Rs..... (Rs. R2) |
| 3 | Hiring and maintenance of washing machines supplied for this tender (Monthly rate to be quoted) for 2025 | 1 No. | Rs..... (Rs. R3) |
| 4 | Hiring and maintenance of washing machines supplied for this tender (Monthly rate to be quoted) for 2026 | 1 No. | Rs..... (Rs. R4) |
| 5 | Cost of washing detergent powder for 540 Sets (01 set = 01 shirt + 01 pant i.e 1080 Nos.) per day @ 08 grams per sets for 2025 | 2661 Kilograms | Rs..... (Rs. R5) |
| 6 | Cost of washing detergent powder for 540 Sets (01 set = 01 shirt + 01 pant i.e 1080 Nos.) per day @ 08 grams per sets for 2026 | 2661 Kilograms | Rs..... (Rs. R6) |
| 7 | Total Amount excluding GST | | Rs..... (Rs. R7) |
| 8 | GST @ 18% Amount in Rs. (Rs. R5 * 0.18) with SAC Code | | Rs..... (Rs. R8) |
| 9 | Total contract value including GST in Rs. (Rs. R5 + Rs. R6) The bidder shall quote lump sum Cost of Service in totality in GeM custom bid | | Rs..... (Rs. R9) |
| | 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. 7**, 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 rejected in the bid evaluation process.

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Sign & Stamp of bidder

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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 therefrom. 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:

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.

Work Quantity

The number of duty uniforms (Shirts and pants will be 540 sets Maximum) per day to be washed and dried. The quantity is tentative and vary to any extend on higher or lower side. No amount shall be paid to the contractor on account of such variation.

Contract Period

The work will continue for a period of 02 (Two) years from the date of commencement. The contract period may be extended / terminated at the discretion of the Management based on the performance of the Contractor.

Scope of Washing Machinery

The Contractor has to provide, install, maintain and operate the following at their own cost at the work site earmarked for this work. The contractor has to keep account of the number of clothes collected, washed and dried for necessary certification of the management. All duty uniforms (Shirts/Pants) collected are to be marked by the marking ink at the suitable places for easy identification by the Contractor. The clothes are to be dried to the extent of ready to wear of employees. 02 (Two) nos. manpower required for operating and maintaining the whole system will be engaged by the contractor and the cost thereof shall be borne by contractor.

Electric Power

Electric power will be made available to the contractor as per the requirement at the work site. The required wiring, switches etc., required to operate the machines will have to be provided by the corporation. The electrical load required to operate the machines should be communicated well in advance to UCIL management for creating by the provision.

Water

Water connection will be provided at one fixed point. The required plumbing connection has to be provided by the contractor.

Drainage

There will be one drain provided to the contractor, but the outlet for draining of water has to be arranged by the contractor.

Cleaning Of Washing Room

The contractor will have to do regular cleaning of washing room and laundry equipment and maintain its neatness to the satisfaction of the Officer-in-charge.

Receipt and Issue of Uniform Clothes

The contractor should have to arrange the facility to receive and issue the cloths in the manner as directed by the Officer-in-charge or his authorized representative. **The contractor will have to maintain necessary register & records of daily receipt and issue of uniform cloths which shall be duly certified by the Officer-in-charge/Officer representative every day.**

Washing Powder

Reasonable quantity of cleaning detergents as required for washing of duty uniforms @ 08 grams per set (Pant & Shirt) will be provided by the contractor.

Security

UCIL Management has no responsibility for any loss, damage of the equipment/property of the contractor.

Damage or Loss of Uniform

The contractor will have to pay compensation for any damage or loss of uniforms (Pants/Shirts) of the workmen at the rate of Rs. 250 per piece of Pant and Rs. 150 per piece of shirt. The Contractor will have to clearly note the extent of damage of cloths of a workman at the time of receipt of uniform and get it signed by the concerned workman to avoid further complication at the time of delivery.

Insurance

- Necessary Workmen Insurance of 02 nos. (One skilled & One un-skilled) must be obtained by the Contractor for the required number of workers to be engaged for the whole period of the contract at his own cost before the commencement of work and a copy of the insurance must be submitted in the office of Addl. Manager (Pers.), Narwapahar for necessary record. The Contractor will not be allowed to carry on any activity without workmen insurance of his workers.

Payment of Wages

- The Contractor should arrange for payment of minimum wages to the workmen engaged for this work on stipulated date on every month as per notification of ALC(C), Chaibasa and maintain all the register & records as per Contract Labour (R & A) Act, 1970 as applicable.

Provident Fund

It must be Contractor's responsibility to comply with the Provision of PF & MP Act 1952.

Other Terms & Conditions

1. SECURITY DEPOSIT

2. The total amount of security deposit will be 10% of the awarded value of work [DOE OM No. F.1/2/2023-PPD dated 01st January 2024], i.e. contract price. Fifty percent of this amount (i.e. 5.0% of the contract price) shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money. Balance 5.0% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized / retained by the Corporation.
3. **Completion period:** Time of completion of this work shall be 02 (Two) years.
4. 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.
5. **Corporation will provide following facilities to the supplier on non-chargeable basis:**
 - a. Building/Infrastructure for washing and drying of duty uniforms, electricity and water connection shall be provided by UCIL on non-chargeable basis.

6. Work Quantity:

- a. The number of duty uniforms (shirts and pants) will be 540 sets (1 set =1 shirt +1 pant) ie. 1080 pieces (Maximum) per day to be washed and dried. The quantity is tentative and any vary to any extent on higher or lower side. No extra amount shall be paid to the contractor on account of such variation. The Contractor has to keep account of the number of cloths collected washed and dried for necessary certification of the management.

7. Other terms & Conditions:

- i) 02 (Two) numbers of manpower will have to be engaged by the Contractor for management of day-to-day work and the cost thereof shall be borne by the contractor.
- ii) The Contractor will be responsible for good behavior and etiquette of their staff as well as for efficient and prompt service.
- iii) The delivery timing scheduled of uniform fixed by the Corporation must be followed strictly.
- iv) If any property of the Company will be found missing/damaged the cost of the materials shall be recovered from the bills of the contractor as deemed fit by the corporation.
- v) If the cleanliness of the work place is not found up to the satisfaction of the officer-in-charge, the same will be got cleaned by using company's man power resources and the cost there of will be deducted from the bill of the contractor.
- vi) All the workman engaged by the contractor shall be medically examined once in a year at the expenses of the contractor for this work.
- vii) No accommodation shall be provided to any of the staff for this work.
- viii) The Contractor shall be allowed to raise the bills on monthly basis to the officer-in-charge for necessary certificate and payment. Bills must be submitted along with all the certified daily reports of washed uniforms duly certified by officer-in-charge.
- ix) No female workers/staff will be allowed to be engaged by the Contractor.
- x) The Contractor shall abide by Central/State Labour legislations as may be applicable from time to time. The Contractor or any of his representative/worker shall not indulge in any type of activities which is directly or indirectly prejudicial to the Corporation's interest of shall not commit any act of:
 - a) Misappropriation, pilferage or abetting misappropriation of pilferage of Corporation's property or any attempt thereof.
 - b) Attempt to offer illegal gratification including offering brings, rewards or advantage etc. pecuniary or otherwise to any officer or employee of the Corporation.
 - c) Indulge in any malpractices 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 any other enactment.
- xi) The Corporation reserves the right to inspect the area of operation or worksite as and when required.
- xii) The Contractor should give preference to deploy local people for this work.
- xiii) The Contractor should arrange their own transportation/conveyance for carriage of dirty/washed

uniform cloths. Contractor should also make his own arrangement of tools, tackles like tubs, hangers etc.

- xiv) The Contractor should arrange to send their workmen for necessary safety training at their own expenses.
- xv) The taxes as applicable shall be recovered by the Corporation from the bills of the Contractor.
- xvi) The cloths received should be washed, dried to the extent for ready to wear and returned within 48 (Forty-Eight) hours of the receipt in case of Holiday the cloths should be returned on the next day.
- xvii) Working hours for the contractor shall be from 6.30 AM to 4.30 PM.
- xviii) The contractor shall create the facility to receive and return the cloths duly ready to wear. The time scheduled for receipt and issue of cloths on every working day shall be as follows.

From 6.30 AM to 9.00 AM

And

From 2.30 PM to 4:30 PM

- xix) The electrical load required water connection to operate the machine should be communicated well in advance to UCIL management for creating necessary provision.
- xx) UCIL Management will charge the contractor for the breakdown or non-functioning of the system at the daily rate basis. The Contractor will have to give timely information of any problems or breakdown of washing machine/laundry equipment/power supply/water supply etc. in writing to the concerned department for its rectification. Rectification job will be attended only in "G' shift. No compensation shall be paid to the contractor by the Corporation in case of any delay/failure of services to be provided by the Corporation.
- xxi) The Contractor should arrange for payment of minimum wages to the workmen engaged for this work on stipulated date every month/week as per notification of AIC(C), Chaibasa and maintain all the registers as per Contract labour (Regulation & Abolition) Act, 1970 as applicable.
 - xxii) Contractors should certify to possess 02 Nos. of Washing Machines having at least 40 kg capacity each, 01 No. of Industrial Hydro Extractor of capacity at least 40 kg and 01 No. of Industrial Drying Tumbler of at least 40 kg capacity. The Contractor has to submit owner certificate of the same.
 - xxiii) No payment will be made on holiday except (03) National holidays (i.e 26th January, 15th August & 2nd October) of any machine, tools etc. Payment will be deducted for this on daily

y rate basis of the contractor.

xxiv) The quoted rate of unskilled and skilled labour should include Minimum Wages, Provident Fund @ 13%, ESI @ 3.25%, Addl. Insurance @ 2%, of Minimum Wages, Bonus @ 8.33% of Minimum wages and profit.. The L1 bidder will be decided based on the grand total automatically calculated in the price part. (Part- II)

xxv) The contract will have 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. However UCIL Management has the right to cancel this contract without assigning any reasons by giving (01) month notice, with an intention to do so, during the operation of this work order.

xxvi) **Labour Wage Escalation :**

The labours wage escalation will be paid as per the GeM terms and Conditions.

Penalty:

If contractor defaults in making agreement within 30 days of the issue of LOI/GemOrder, payment of minimum wages, EPF, ESI, bonus or submission of bill or any terms and conditions it will be the discretion of the Engineer incharge to deduct an amount of Rs. 50 to Rs. 500 for each such default per day.

Statutory Compliances

The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions 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 - VI (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-IV (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).

At the time of submission of Monthly Bills

1. Copy of Muster Roll in Form-D (under the Ease of Compliance to maintain registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and Engineer Incharge.
2. Copy of Wage Register in Form-B (under the Ease of Compliance to maintain registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authorized person of UCIL.
3. Copy of bank statement duly certified by bank as proof of Cashless Transaction / Payments of wages through e-banking/digital mode.
4. 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.
5. Copy of payment done in the form of ex-gratia equivalent to the amount of compensation payable under the Employees' Compensation Act, 1923 @ 2% of Minimum Wages as per A.I. UCIL/900 dated 21.08.2024.
6. Total calculation sheets with wages and other social security heads etc.
7. UCIL shall maintain these records and verify the deposit of statutory contribution made by the Contractors with EPFO/ESI authorities, where deemed necessary.

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. Estate clearance certificate.

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 3 6B 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.

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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 RPF 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 & E DLI 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 contractor 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 L

about (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. 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.

G. At the time of closure of contract:

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

H. 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.

I. 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.

J. The contractor should employ only the persons with established identity.

K. 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.

L. Notwithstanding anything above, in case of any further requirements under the law or statutes due to amendment or change in law, same should be complied by the contractor.

M. 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.

- N.** 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.
- O.** 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.
- P.** 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.
- Q.** 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.
- R.** 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.
- S.** 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.
- T.** 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.
- U.** 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 r

removed without any prejudice to further necessary action as deemed fit.

- V.** 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.
- W.** 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.
- X.** 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.
- Y.** 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
- Z.** 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.
- AA.** 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.
- BB.** 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.

- CC.** 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.
- DD.** 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.
- EE.** 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.
- FF.** 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.

- GG.** 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.

- HH.** 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 be come 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.

- II.** 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 a

ffecting 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.
- JJ.** 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.
- KK.** 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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PAYMENT TERMS

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Prices: Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor or under the order shall remain firm throughout the period of contract and shall not be subject to any escalation except labour wage escalation.

The Contract Sum is the "price inclusive GST", i.e., inclusive of all GST and all taxes & duties and all other statutory levies applicable, including all costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based. The rate and prices in the schedule of prices shall be exclusive of GST, will be in addition on submission of valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to 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.

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-commercial) 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/EPBG shall be limited to 10% 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 @ 5% 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:

Before releasing security deposit (SD) in respect of supplies/works, a “No Due Certificate” shall be issued by EIC/OIC duly countersigned by head of the department after a “No Due Certificate” shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/contractor. EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor. On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract. Release of Security Deposit will be as per Schedule - F as mentioned below in **Annexure -III**.

Annexure-III

SCHEDULE - (F)

| | |
|---|--|
| Accepting Authority | Chairman and Managing Director |
| Market rate percentage addition to cover overheads and profit | Not applicable |
| Total Security deposit (SD) | 10% of the contract price |
| Time of completion of work | 24 months from the 15th day of issue of letter of Intent (LOI) /work order whichever is earlier |
| Agreed liquidated damage | LD shall be levied where reasons are attributable to Contractor as mentioned in the bid document |
| Defect Liability Period | NIL |
| On Account Payment | Monthly R.A. bill. |
| Refund of Security deposit (10% of contract price including taxes & duties) | The security deposit of 5% of contract price shall be returned after issuance of Completion certificate from UCIL. Balance 5% amount which was recovered from R A bill shall be returned after submission of final bill. |

Authority for Appointing Arbitrat
or

Chairman and Managing Director.

(N) FORFEITURE OF SD & RETENTION MONEY:

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

- **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

- **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

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.

B) COMPENSATION FOR FAILURE TO PERFORM THE CONTRACT WORK

If the Contractor fails to execute the job or any fault attributable to the contractor, the penalty for non-execution of the work will be as follows: -

- a) Rs. 5000/- per day of non-execution of the work for first seven days.

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 the GeM terms and Conditions.

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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 therefrom. 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

If contractor defaults in making agreement within 30 days of the issue of LOI/Gem Order, payment of minimum wages, EPF, ESI, bonus or submission of bill or any terms and conditions it will be the discretion of the Engineer incharge to deduct an amount of Rs. 50 to Rs.500 for each such default per day.

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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 distortio nary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order t o secure the contract by providing assurance to them that their competitors will also a bstain 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 indirectl y with the contract, will demand, take a promise for or accept, directly or through i ntermediaries, any bribe, consideration, gift, reward, favour or any material or imm ediate benefit or any other advantage from the BIDDER, either for themselves or fo r any person, organization or third party to the contract in exchange for an advanta ge in the bidding process, bid evaluation, contracting or implementation process re lated to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will pro vide to all BIDDERS the same information and will not; provide any such informatio n to any particular BIDDER which could afford an advantage to that particular BIDD ER in comparison to other BIDDERS
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any a ttempted or completed breaches of the above commitments as well as any substan tial 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 b e correct by the BUYER, necessary disciplinary proceedings, or any other action as dee med fit, including criminal proceedings may be initiated by the BUYER and such a perso n 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 practi ces, 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, co nsideration, reward, favour, any material or immaterial benefit or other advant age, commission, fees, brokerage or inducement to any official of the BUYER, c onnected directly or indirectly with the bidding process, or to any person, organ ization or third party related to the contract in exchange for any advantage in t he bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to gi ve, directly or indirectly any bribe, gift, consideration, reward, favour, any mate rial or immaterial benefit or other advantage, commission, fees, brokerage or i nducement to any official of the BUYER or otherwise in procuring the Contract o r forbearing to do or having done any act in relation to the obtaining or executi on of the contract or any other contract for showing or forbearing to show favo ur 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 demer 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 within 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

e 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

Witness

Witness

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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