

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687766097827

अनुबंध तिथि | Contract Generated Date : 13-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4383069](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Mines विभाग   Department : HINDUSTAN COPPER Limited संगठन का नाम   Organisation Name : HINDUSTAN COPPER Limited कार्यालय क्षेत्र   Office Zone: KOLKATA CORPORATE OFFICE	पद   Designation : Deputy Manager Chemical संपर्क नंबर   Contact No. : 74156-22118- ईमेल आईडी   Email ID : buycon32.hcl.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, EAST SINGHBHUM, JHARKHAND-832103, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM-ICC (Unit Head) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Chief Manager- Finance	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : Deputy Manager Finance ईमेल आईडी   Email ID : pao3.hcl.jh@gembuyer.in जीएसटीआईएन   GSTIN : 20AAACH7409R1ZF पता   Address: Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, East Singhbhum, JHARKHAND-832103, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 74156-22118- ईमेल आईडी   Email ID : buycon32.hcl.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, EAST SINGHBHUM, JHARKHAND-832103, India	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 2D1A190000771534 कंपनी का नाम   Company Name : FAVOURITE INTERNATIONAL संपर्क नंबर   Contact No. : 09433239417 ईमेल आईडी   Email ID : fav_intal@yahoo.com पता   Address : 21G, DESHAPRIYA PARK ROAD, KALIGHAT, KOLKATA, WEST BENGAL-700026, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0030466 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19ALSP55048P1ZW	

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 20-Apr-2024	सेवा समाप्ति तिथि   Service End Date : 19-Apr-2025
श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage	

बिलिंग चक्र   Billing Cycle: monthly		
विवरण   Description	Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Unskilled	
Type of Function	Others	
List of Profiles	Mazdoor/Labour	
Educational Qualification	High School	
Specialization	Not Required	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	
Zipcode	NA	
District	NA	

Minimum daily wage (INR) exclusive of GST	504	39	3.85
Bonus (INR per day)	41.98		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	10		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	16.38		
Provident Fund (INR per day)	65.52		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	12		

**कुल राशि (सूत्र) | Total Amount (Formula) :**

( ((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) ) \*Number of working days in a month)\*1.18 + (Percentage of Service charge inclusive of GST\*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))\*Number of working days in a month)/100 ) \*Number of Resources to be hired\*Tenure/ Duration of Employment (in months) )

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	9457660.5
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	9457660.5

<b>अतिरिक्त जानकारी   Additional Details</b>	
• Title for Optional Allowances 1 : Special Allowance	

**अनुबंध की राशि | Amount of Contract**

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	9457660.5
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**मूल्य विभाजन की पेशकश की | Price Break up offered :** [प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक | Price Break up offered Document link](#)

**एसएलए विवरण | SLA Details**

**Service Level Agreement**

**Manpower Outsourcing Services – Minimum Wage Based**

**1 Agreement Overview**

This is a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- I. General terms and conditions for Services; ("GTC")
  - II. Service Specific Standard Terms and Conditions ("STC") of the Services contracts shall include the service level agreement (SLA) for the service.
  - III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.
- The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.

**2 Objectives and Goals**

The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
  - II. Present a clear, concise, and measurable description of services offered to the Buyer
  - III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
  - IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons
- This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

**3 Parties to the Agreement**

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

**4 Terms & Conditions:**

**4.1 Buyer's Obligations:**

- i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.
- iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.
- iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
- v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/

designated premise.

- vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.
- vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.
- viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.
- x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.

#### 4.2 Service Provider's Obligations:

- i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
- iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
- iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
  - a. List of persons deployed (monthly)
  - b. Biodata/ resume with antecedents' details (at the time of deployment)
  - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
  - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
  - e. Identity proof and residential proof (at the time of deployment)
  - f. Copy of police verification certificate (at the time of deployment)
  - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
  - h. Details of PF Account Number of resources
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of

previous month.

- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

**4.3 Special Terms & Conditions:**

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.
- v. No advance payment shall be made to the Service Provider.
- vi. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- viii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- ix. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- x. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- xi. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xii. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xiii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

**5 Deductions**

**Deductions can be imposed by the Buyer for the following:**

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation	Cancellation of the contract with cancellation charges @ 10% of the order value

provided by the service provider. cancellation charges @ 10% of the order charges @ 10% of the order value

**Deductions**

S. No.	Description	1st Instance	2nd Instance	3rd Instance
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

**6 Payment Terms**

- i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

**7 Undertaking**

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

**8 Formula Used**

**8.1 Cumulative Cost (Daily): -**

$$"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3"$$

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

**8.2 Total: -**

$$"tcv" = (d * 1.18 + d * sc / 100) * nd * t * q$$

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

**Annexure - 1**

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955

23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

**अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer**

1. Scope of work & Job description : [click here](#)
2. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)

**अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller**

1. Registration Certificate For Geographical Presence As Required By Buye : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)
3. Statutory Auditor Certificate : [click here](#)
4. Copy Of Labour Licence/pf/epf/esi Registration Letter/certificate : [click here](#)
5. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
6. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
7. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)

**मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price BOQ](#)**

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

**नियम और शर्तें | Terms and Conditions**

**1. General Terms and Conditions-**

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**2. Buyer Added Bid Specific Terms and Conditions-**

**2.1 Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2.2 Forms of EMD and PBG:**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Hindustan Copper Ltd

Account No.

00000011524102778

IFSC Code

SBIN0001484

Bank Name

State Bank of India

Branch address

Moubhandar, Dist. East Singhbhum Jharkhand-832103.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.3 GENERAL

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sub: Contract for providing Conservancy Services for cleaning and upkeep of the offices and township premises at Moubhandar for a period of one year.

Dear Sirs,

ON LINE e-tenders in two bid system (Part I -Technical Bid & Part II Price Bid) are invited through GeM Portal from experienced Contractors of Govt./ PSUs/ Listed company for above work at Indian Copper Complex, Ghatsila, Dist. East Singhbhum, Jharkhand for which estimated value are as under.

PRE-BID MEETING SCHEDULE:

For this tender, Pre-bid Meeting will be held on 27.12.2023 at 11.00 A.M at HCL/ICC, Moubhandar General Office.

ESTIMATIONS OF THE TENDER

SI No.	Categories	Supply of manpower: Unskilled (Item Code- 905160503)
1	UoM	Manday
2	QTY (in Manday)	12168 Unskilled per year (39 unskilled per day for 26 days in a month)
3	Basic Minimum wage w.e.f. 01.10.2023	504
4	PF(12%+0.5%+0.5%) 13%	65.52
5	ESIC (3.25%)	16.38
6	Bonus (8.33% of Basic Rate) (in Rs.)	41.98
7	Special Allowance (fixed) (in Rs.)	10
8	Estimated Contractor's premium/service charge per manday (in Rs.)	20.81
9	Wage Rate (Rs) per manday with Estimated Premium (in Rs.)	658.70
10	Amount with Estimated Premium (in Rs.)	80,15,061.60/-

The Estimated value for this tender is Rs. 80,15,061.60/- which is including Contractor's Premium but excluding GST.

It is clarified that increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.

EARNEST MONEY DEPOSIT (EMD):

The offer should accompany with an amount of Rs 1,60,301/- (One lakh Sixty Thousand Three Hundred One only) towards Earnest Money Deposit is to be submitted in RTGS/NEFT. Offers without Earnest Money will be rejected outright. Similarly, EMD in any other form will not be accepted. The EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / placement of purchase order/signing of the job contract, whichever is earlier.

However, SSI units registered with NSIC are exempted from payment of EMD against valid documentary proof, which has to be submitted along with Techno-Commercial Bid.

The following are exempted from submission of EMD

- Public Sector Undertakings /Govt. Dept/Govt. Institutions
- Micro and Small Enterprises registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises up to the extent of their monetary limit. For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.
- Original Equipment Manufacturers (OEMs).

<b>Our Bank Details is as follows:</b>	
<b>State Bank of India.</b>	<b>IFSC CODE- SBIN0001484</b>
<b>Branch- Moubhandar.</b>	<b>Branch Code- 001484</b>
<b>Dist. East Singhbhum</b>	<b>A/C. No. 00000011524102778</b>
<b>Jharkhand-832103.</b>	-
<b>Our GST No : 20AAACH7409R1ZF</b>	

Bidder has to upload scanned copy/proof of the Online Payment towards EMD submission.

**If the bidder withdraws or modify their bids during the period of validity of tender etc, they will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.**

ANNEXURE- I

PQC

**1. PRE-QUALIFICATION CRITERIA:**

i. The Bidder shall have positive net worth as per their latest audited financial statement. Relevant documentary evidence including copies of Annual Report, containing Profit & Loss Statement and Balance Sheets for immediate preceding three (3) consecutive accounting years ending March-2023. Balance sheet, Profit & Loss Account duly audited, stamped and signed by CA/CA Firm mentioning UDIN, FRN and MRN for Financial Year 2020-21, 2021-22 and 2022-23 are to be enclosed.

The bidder should have an average annual turnover of Rs 24.04 Lakhs in the last three preceding financial years.

ii. The Bidder should have experience of successfully executed contract/s (Work Order/s) of Job contract for Operation/Maintenance/Construction/Conservancy Services and Labour Supply to Govt. / PSUs / Listed Company having Company Identification Number (Not Private Limited) during last seven years ending last day of the month previous to the one in which offers are invited, fulfilling either of the following: -

- One completed Work Order having basic value not less than Rs. 64.12 Lakhs in one year OR
- Two completed Work Orders having basic value of not less than Rs.40.07 Lakhs in one year for each OR
- Three completed Work Orders having basic value of not less than Rs.32.06 Lakhs in one year for each

Please note, following documents should be uploaded in support of PQC:-

A) Balance sheet, Profit & Loss Account duly audited, stamped and signed by CA/CA Firm mentioning UDIN, FRN and MRN for Financial Year 2020-21, 2021-22 and 2022-23 are to be enclosed.

**B) Successful Job completion certificate where the reference of work order is mentioned is to be enclosed along with copy of such successfully executed contract for the requisite values of PQC point no ii. a) OR ii. b) OR ii. c).**

ANNEXURE-II  
Terms & Conditions

1) The documents like proof of ESI Registration, PF Registration, GST Registration, and PAN are to be provided by the bidder along with their Technical-Commercial bid.

**2) (a) PERIOD OF CONTRACT:**

The contract shall be effective for 12 months or effective from the date of actual commencement/ issuance of LOI/Work order.

The work shall be governed as per site requirement for providing Conservancy Services for cleaning and upkeep of the offices and township premises at Moubhandar for a period of one year, during the contractual period of one year.

**(b) Scope of Work**

Brief description of Job work is illustrated in [Annexure-IV](#). It is estimated that 12168 Unskilled mandays is required for providing Conservancy services for cleaning and upkeep of the offices & Township premises at Moubhandar for a period of one year. The number of persons provided and related criteria may vary depending on actual requirement, as per the directions/advice given from time to time by Engineer-in-charge during the contractual period.

**3) ePBG/SECURITY DEPOSIT (SD):**

3.0 The successful bidder, hereinafter called the Contractor shall be required to deposit 10% of the total Work Order value for the contract for Security Deposit. Out of this, the initial Security Deposit will amount to 5% of the total Work Order Value is to be deposited in RTGS/NEFT or ePBG/ Bank Guarantee in HCL's format (Annexure-VI) from a Scheduled Commercial Bank (except Co-Operative and Gramin Bank) as Security Deposit within 14(Fourteen) days of issue of LOI / Work Order, whichever is earlier. The BG shall be valid for Fourteen (14) months from the date of issue of LOI / Work Order, whichever is earlier. The contractor would be required to extend the validity of bank guarantee from time to time as per provision of the Purchase Order.

3.1 Payment to the contractors shall be kept withheld till receipt of Security Deposits as above. The payment to the Contractor as per terms of the contract shall be effected only after the required Security Deposits has been submitted by the Contractor.

3.2 The Security Deposit equivalent to the balance 5% of the total Work Order value will be recovered @ 7.5% from the progressive bills of the Contractor.

3.3 The Security Deposit shall bear no interest and refund will be as per provision of the Contract.

3.4 The method of submission of Bank Guarantee is as below:

3.4.1 The bank guarantees issued by the issuing bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).

3.4.2 HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.

3.4.3 The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

<b>Our Bank Details is as follows :</b>	
<b>State Bank of India.</b>	<b>IFSC CODE- SBIN0001484</b>
<b>Branch- Moubhandar.</b>	<b>Branch Code- 001484</b>
<b>Dist. East Singhbhum</b>	<b>A/C. No. 00000011524102778</b>
<b>Jharkhand-832103.</b>	
<b>Our GST No : 20AAACH7409R1ZF</b>	

3.4.4 The Successful bidders are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

3.4.5 The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India Branch- Moubhandar (IFSC- SBIN0001484), to aid in the process of confirmation of Bank Guarantee.

3.4.6 The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in Ghatsila / Jamshedpur"

3.4.7 The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Indian Copper Complex at Ghatsila by Speed Post /Registered Post (AD).

3.5 The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

3.6 The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

3.7 Any dues of the Company against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Contractor.

3.8 In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.

3.9 On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company.

3.10 In case of repeat order placed on the successful tenderer, subject to their satisfactory performance, the validity of SD provided for the original order shall be extended suitably by the successful tenderer to cover the additional quantity awarded in the repeat order. The same shall also be applicable in case Option Clause is invoked.

3.11 The Security Deposit should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations.

3.12 The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. The Security Deposit shall be forfeited in case the successful bidder fails to honor contractual obligations. Security Deposit shall be refunded to the contractor without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

3.13 Security Clause shall not apply to the: 1) Public Sector Undertakings, 2) Government departments/Government institutions and 3) OEMs

#### 4. MANAGEMENT'S RIGHTS:

i. The Company reserves the right to reject/accept any part or full tender.

ii. The Company reserves the right to award the work to eligible party either in full or parts thereof. The decision of the Company is final and binding.

iii. The Company reserves the right to change the specifications at any stage.

iv. In the event the Contractor is unable to provide required number of skilled and unskilled labour or withdraws after the issue of LOI by the Company but prior to submission of SD, any amount due with the Company will be withheld, besides initiating appropriate action.

#### 5. COMMENCEMENT OF WORK:

The Contractor, to whom the work is awarded, will be required to commence the work with the labour so approved by E-I-C, after completion of training under Safety Rules. The Contractor will be required to commence the work as stipulated in the Work Order/LOI, whichever is earlier or as directed by the HCL/ICC. However, the job is to be started after submission of requisite amount of Security Deposit.

#### 6. MEDICAL CHECKUP:

The Contractor has to provide the medical examination certificate of the Contractor's employees as per provisions of Bihar/Jharkhand Factories Rules, 1950 in the prescribed pro forma either from ICC Works Hospital, Moubhandar or any Govt. hospital before commencement of work. The medical examination of the contractor's employees can be carried out at HCL/ ICC hospital on chargeable basis as per the rule of HCL/ICC hospital.

#### 7. PAYMENT:

The Contractor shall submit the bills in triplicate with enclosures (i.e. previous month's salary disbursement proof i.e. bank transfer document indicating the payment made to individual labours, Muster roll, PF & ECR challans, ESI deposit challans), on monthly basis of subsequent months to Engineer In Charge. Engineer In Charge will submit the bill. E-I-C, after verifying that the contributions of the workers have been deposited by the Contractor, shall forward the PF ECR Challans and ESI deposit Challans along with the wage bill and the covering certificate to Finance department along with bill.

The payment thereon shall be released by e-payment/RTGS payment within 30 days of presentation of bills complete in all respects. However, the statutory deductions like Income tax, etc. shall be made before making the payment.

It is important to note that the payment of wages should be made to the personnel deployed by the Contractor within the seventh day of the month, succeeding the month for which the wages are payable, without waiting for the receipt of payment of the wage bill from HCL/ICC.

The Contractor must submit Bank Mandate for e-payment/RTGS payment in the format provided at [Annexure- V](#).

The payment to the Contractor as per terms of the contract shall be effected only after complete compliance as per act of Provident Fund (PF), as per act of Employees State Insurance (ESI) and as per act of Goods and Services Tax (GST) by the Contractor against their each Bill.

#### 8. GST COMPLIANCE:

"GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor/supplier in accordance with the statutory provisions of the GST Law. Further, the contractor/supplier agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

a) The details of outward supplies made by the contractor/supplier to HCL will be uploaded in Form GSTR-1 by 11th of the month following the month/quarter for which the return is to be filed.

b) Once contractor/supplier has uploaded the details of outward supplies in Form GSTR- 1, contractor/supplier agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.

c) Wherever contractor/supplier is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor/supplier will comply with such e-invoicing requirements.

d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by contractor/supplier, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR- 3B, non-payment of GST charged and recovered, contractor/supplier shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance

e) Notwithstanding any other clause of the tender document the payment to the contractor/supplier shall be made only upon invoices being reflected in FOMR GSTR-2A/2B of the relevant month."

#### 9. LOSS OR DAMAGE TO PROPERTY:

Any loss or damage to the property of HCL by the Contractor will be charged from the Contractor's bills.

#### 10. CONTRACT SUB- LETTING:

Sub-letting of the contract to any third party / agency will not be permitted.

11. HCL'S DISCRETION:

HCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

12. RISK & COST:

- a) In case the Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to award the contract for balance work at the Risk & Cost of the Contractor.
- b) In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system. They will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.
- c) In case the Contractor fails to start the work after award of Work Order within the time frame stipulated in the Work Order, suitable penal actions will be taken against Contractor as decided by the Company, including debarment, etc.

13. DEDUCTION OF INCOME TAX:

Income Tax under Section 194 (c) of I.T. Act or as applicable from time to time shall be deducted at source from the bills of the Contractor.

14. DEDUCTION OF P.F. & ESI:

A. The Contractor shall comply with the provision of Employees Provident fund and Miscellaneous Provisions Act, 1952 and Scheme and rules etc., and Employees State Insurance Act, 1948, Rules and Regulations, etc. framed there under and all other laws of the land applicable to the employees of the Contractor. However, PF will not be payable to the contract-labours aged more than sixty (60) years.

The Contractor shall file the electronic return of PF and ESI and submit proof of payment of both the employer's and employees' contributions every month (preferably at Jamshedpur). (PF has to be remitted by 15<sup>th</sup> and ESI by 15<sup>th</sup> of the succeeding month). Contractor shall submit the challans along with copy of a self-certified list of contract workers (bearing their names and PF No./UAN and ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.

The Contractor shall at all times indemnify the Company against all claims, damages, compensation, etc. that might be paid or become payable by the Company under the said Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and all other labour, industrial and other laws of the land applicable to the employees engaged by the Contractor. However, no ESIC & Bonus will be paid to the contract-labours where monthly minimum wage exceeds Rs21000/-

B. Contractor must ensure that the employer's contribution (12% EPS and EPF both) has been made/ paid by the Contractor himself and the Contractor has not availed the benefits under PMRPY Scheme, so that there is no double payment to the Contractor.

15. P.F. & ESI REGISTRATION:

The Contractor shall mention PF Registration No. issued from P.F. Authorities & ESI Registration No. by the ESI Authority and provide photocopy of the same with the Technical bid.

16. CENTRAL & STATE GOVT. ACTS:

- a) Wages to be paid by the contractor on or before 7<sup>th</sup> day in every month.
- b) PF & ESIC must be submitted by the party on or before 15<sup>th</sup> in every month.
- c) National holiday – one day wages will be paid to workers who are availing the holiday whereas double wages will be required to attend their duty to maintain essential services
- d) Leave as per the provisions of the Factories Act at rate of one day for every 20 days of work.

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation/ claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

17. STATUTORY OBLIGATIONS:

The contractor shall have to comply all rules and regulation under Mines Act, Mines Rules Metalliferous Mines Regulation/Factory Act and Rules, such as provisions related to *Leave with wages, Health & Safety, etc* and various States/Central Govt. Acts, etc. applicable from time to time while working in underground mining areas/surface areas and factory areas. The said provisions are illustrative only and not exhaustive. The Contractor will ensure all safety measures during the operations. The Contractor will be solely responsible for all consequences arising out of and during operation of the contract including payments/ compensation, etc. to be made under the various statutes / acts of State or Central Govt. etc. issued there under.

HCL will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation

& Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Fund and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen's Compensation Act, Bonus Act, etc. It will be the Contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the contract work. Receipt of any complaints on this ground will be viewed seriously. It is expressly understood that the manpower deployed by the Contractor are not on the rolls of HCL and no legal relationship of whatsoever subsists between HCL and such personnel employed by the Contractor.

This being a job contract, the personnel engaged by the Contractor and deployed by him at HCL premises will in no way be deemed as working under employment of HCL and there shall not exist any employer-employee relationship between HCL and the Contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with HCL either in respect of wages/salary or such other statutory benefits or compensation, etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen's Compensation Act or any other law in force. The Contractor shall obtain an appropriate/adequate Policy, i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme, etc. under the relevant rules/laws of the Central/State Governments. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and HCL will have no responsibility, whatsoever.

18. SECURITY REGULATIONS:

The Contractor shall issue photo identity cards duly certified by HR-(Works) department of all contract labour, who will be instructed by the Contractor or his representative to carry the same at all times during the duty. The Contractor's Supervisor/s will also identify their employees and regulate entry at gate at the time of entering and leaving the Works. All the persons engaged on the job shall be subject to security check by Security Officials on duty.

19. WAGES TO THE LABOURER

The Contractor will abide by laws with the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 etc. and also provisions of any other law as may be applicable from time to time. All payment to be made to the contract labour shall be paid through bank account only and submit the proof thereof. Cash payment will not be allowed under any circumstance. As such the Contractor should submit the bank account number of his labours so engaged by him to Head of HR department.

Payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each person.

The payment of wages should be made to the personnel deployed positively within 7<sup>th</sup> day of the succeeding month for which the wages are payable.

Wage period shall be from 1<sup>st</sup> day of the month to the last day of the month. The payment of wages shall not be subject to payment against the Contractor's bills by HCL.

The Contractor shall submit bank statements in support of such payment immediately on remittance of the funds. If for any reason payment of wages due to the labour has to be made in cash, it must be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, 1971. Wage registers as per Labour Laws shall be compulsorily maintained by the Contractor, which should be available for inspection at any time by the HCL officials or their authorized representative, or any other statutory authorities.

The Contractor shall distribute wage slips as per the following format to his employees at least three days before remitting payment to the bank: -



**25. MEDICAL:**

Medical Treatment to the extent available at Company's hospital will be extended on chargeable basis for all the contract labour engaged for this job. Consultancy cost of medicines and treatment charges will be paid by the Contractor. The Contractor shall deposit a sum of Rs. 25,000/- as advance to wards expenses at Company's hospital as security deposit for chargeable medical treatment within 14 (Fourteen) days of issue of LOI / Work Order, whichever is earlier.

It is the responsibility of Contractor to undertake necessary care and make arrangement for transportation and the treatment of his employees at ESI Hospital. Medical treatment in emergency cases on written request of Contractor shall be done in HCL Works Hospital on chargeable basis.

**26. ESI COMPLIANCE:**

All Contractors shall comply with The Employees' State Insurance Act, 1948. Before starting the job Contractor shall furnish the ESI Registration and Code number. Every month having deposited ESI contributions Contractor shall furnish a copy of challan to the company.

The Contractor shall ensure making arrangement of transportation for taking his labour for medical treatment to an ESI hospital or any other hospital. If treatment is provided at a hospital other than ESI hospital Contractor shall bear the expenses himself. The company shall not reimburse any such expenses to the Contractor.

Claims for compensation for incidences like medical, disablement and death of his employees shall not be paid by the company. The total liability for this shall be that of the Contractor under the provisions of ESI Act 1948 and Rules.

**27. GST, AS APPLICABLE:**

GST as applicable will be paid extra by HCL if claimed in the bills. No subsequent claim on this account will be entertained by HCL. The Contractor should have a GST Registration number.

28. No persons below 18 years of age shall be allowed to work as per The Factories Act, 1948 and Bihar/Jharkhand Factories Rules, 1950.  
29. The Contractor shall ensure the regular full time supervision and control by the Contractor himself or by his Supervisor/s (at his cost) for supervision of jobs entrusted to deployed workmen in respective areas of ICC, Moubhandar who will monitor execution of the jobs, comply with the instructions and attend to the complaints if any, maintain all the registers, including attendance records along with normal duty hours and extra hours of working personnel, which will be verified/certified by the respective Operating Authorities, and must be available at Site Office. The Supervisor/s will act as an effective link between HCL officials and the contractual agency on day to day basis.

Jobs shall have to be carried out by deployed workmen in accordance with advice of designated officers of ICC, Moubhandar to enable the job to remain uninterrupted. However, the Contractor's Supervisor will have to execute the work through their employees according to the requirement, need a and instructions of the designated officers of HCL/ICC. It is clarified that if HCL/ICC is not satisfied with the services / conduct of any of the deployed personnel, the same shall be brought to the notice of the supervisor and the said personnel shall be replaced immediately to the satisfaction of HCL/ICC. HCL/ICC reserves the right to review performance of the deployed personnel and recommend location of posting/shift. HCL/ICC also reserves the right to review the performance of the Supervisor from time to time and request replacement of the supervisor if performance is found unsatisfactory.

30. OFFICE: The Contractor shall provide and maintain an office at the site and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall be equipped with telephone and computer having internet connection, printer, etc. so that relevant information could be maintained / generated and made available in soft/ hard copy.

31. ENGINEER -IN-CHARGE/OFFICER-IN-CHARGE: Mr. Anil Kumar Gupta, AGM (Civil), Mobile No.- 8980736949, E Mail Id- [anil\\_kg@hindustancopper.com](mailto:anil_kg@hindustancopper.com) will act as the Engineer-in-charge (E-in-C)/Officer-in-charge (O-in-C) of the Contract. The Contractor shall meet the E-in-C/O-in-C periodically and keep in communication with him for smooth and effective functioning of the work. The Contractor shall directly report to E-in-C/O-in-C of the contract, in case of any difficulty and follow his orders and directions.

32. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

33. Option clause shall be applied in exceptional circumstances, where there is no downward trend of price & the performance of party is satisfactory.

**34. VERIFICATION OF CHARACTER AND ANTECEDENTS:**

The Agency shall keep proper record of all the documents regarding character and antecedents etc. of the personnel engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-charge for necessary verification.

35. NO ASSIGNMENT: The order when placed shall not be assigned to any other agency by the supplier.

**36. MSME:**

1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012]

2) The condition of prior turnover and prior experience shall be relaxed for Start-up Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.

3) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.

4) Declaration of UAM number by MSE bidders on CPP portal is mandatory, failing which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

**37. POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**

Those MSEs which are registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium enterprises are eligible for availing benefits under the Public Procurement Policy.

In tender, participating MSEs quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately.

Policy is meant for procurement of only goods produced and services rendered by MSEs.

Out of 25% target of annual procurement from MSEs, a sub target of 4% (Four per cent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs and 3% for procurement from Women owned MSEs. However, in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 Price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from other MSEs. MSEs participating against the tender should submit necessary documentary evidence for availing the facility of the policy. The MSEs owned by SC/ST has to submit caste certificate issued by competent authority along with the offer.

MSEs would be treated as owned by SC/ST entrepreneurs:

- i) In case of proprietary MSE, proprietor(s) shall be SC/ST
- ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty One per cent) shares in the unit
- iii) In case of Private Limited Companies, at least 51% (Fifty One per cent) share shall be held by SC/ST promoters.

**38. CONDITIONS FOR START-UP COMPANIES & STARTUP CERTIFICATION FROM DIPP: -**

Subject to meeting of Quality and Technical specifications, HCL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Pol

icy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

**39. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017** is applicable for the tender and takes into account Government of India notification No. P-45021/2/2017-PP (BE-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) for procurement of any goods or services from any category of bidders, or provide preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

All the provisions of the latest revision of the Order P-45021/2/2017-PP (BE-II) dated 16.09.2020 is applicable for this procurement case.

Class-I and Class-II local supplier of enquired items are eligible to participate in the bid as defined in Public procurement (Preference to make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. However, the new bidders, if qualified, shall be put to trials as detailed in the tender documents. Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents.

Class-I and Class -II Local suppliers as defined in PPP-MII order 2017 and revision thereof are eligible to participate in the bid. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present. Accordingly, all the bidders are required to submit required Certificate indicating that the bidder is Class-I or Class -II local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. The certificate is to be issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**Allocation of tendered qty.:** - The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.

**40. RESTRICTION UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.

Vide office memorandum ref. No.F.12/1/2021-PPD (Pt.), dated 2<sup>nd</sup> March 2021, relaxation is provided for the procurement of spares parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturer Manufacturers (OEMs) of their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144 (xi) of GFRs 2017.

All the clauses of Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>

All the bidders are required to submit compliance certificate as asked in the above order No. F.No. 6/18/2019-PPD dated 23.07.2020. The model certificate is given below:

**Model certificate for tenders:**

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." If the above certificate given by a bidder, whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

**41. DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:**

It is compulsory for a bidder to declare whether the proprietor/ partner/ Director of the firm has any relation with any employee working in the Units concerned or Director of HCL and if so, give the details and the relationship.

ANNEXURE- III

**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

The following must be complied with during execution of the work: -

**1. ATTENDANCE RECORD OF CONTRACT WORKERS:**

The Contractor should maintain an Attendance Register in respect of the contract labourers deployed by him in that department. The Contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form D as per Contract Labour (Regulation & Abolition) (Central) Rules, 1971.

**2. WAGE RECORD OF CONTRACT WORKERS:**

The Contractor should maintain a Wage Register against each Work Order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form B as per CL (R&A) Central Rules 1971. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month. The Contractor shall pay wages not later than 7<sup>th</sup> of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

**3. COMPLIANCE OF PF AND ESI DEDUCTIONS:**

The Contractor shall ensure the compliance under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Scheme etc. and Employees State Insurance Act, 1948, Rules and Regulations, etc. Contractor shall be solely responsible for non-payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act, etc.

4. Contractor shall ensure payment of ESI contributions under ESI Act, 1948 and provide ESI membership (IP) number of each employee before commencement of work.

**5. FIRST BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VII:**

Contractor shall within 5 days of commencement /completion of Work Order submit Form VII to ALC(C) office. Contractor shall submit a copy of Form VII bearing the receipt seal of ALC (C) office to Head of HR department. The first bill shall be processed only on clearance regarding submission of Form VII by Contractor.

6. The liability for any compensation on account of accident/ injury sustained by an employee of the Contractor will be exclusively that of the Contractor.

**7. STATUTORY REGISTRATIONS AND CLEARANCES:**

Contractor shall commence the work only after obtaining the following: -

- a. Labour License if required.
- b. Provident Fund Code no.
- c. ESI Code no.
- d. GST Registration no.
- e. Notice of commencement of work in Form VII & Maintain Register of workers in Form-A.

8. The Contractor is supposed to work on job contract basis and as such there will not be any separate payment for working on Sundays or other gazetted / national holidays, etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.

One day's extra wages shall be paid to such labour who are deployed for duty on days of holidays declared by the Company, including National Holidays.

9. HCL, ICC shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury to any accident or injury/death to any workmen or other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.

10. The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed workmen and anything related to carry out the

work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to by the Contractor, during the execution of work.

11. In case of injury to the labour during the course of actually performing Company's work, first-aid will be provided free of cost at Moubhandar Works and doctor's consultation will be provided by the HCL on chargeable basis at Moubhandar Works Hospital. The HCL will have no liability to bear the cost of treatment.

12. It will be the exclusive responsibility of the Contractor to make lawful payments to the workers. The Contractor shall have to obtain the signature or thumb impression of the worker concerned against the entries relating to them on the register of wages or muster roll-cum-wage register, as the case may be, and the entries shall be authenticated by the initials of the Contractor or his authorized representative and shall be duly certified by the authorized representative of the principal employer.

13. It will be the Contractor's responsibility to maintain all records, registers in accordance with the provisions of Contract Labour (Regulation & Abolition) Act and Rules made there under and other statutory laws.

14. The Contractor should obtain a valid labour licence for the actual number of workmen employed, as per Contract (Regulation & Abolition) Act, 1970 issued by Competent Government Authorities and submit a copy of the same to E-I-C before starting execution of the work.

#### 15. INDEMNITY:

The Company shall have no liability whatsoever concerning the labour/staff deployed by the successful bidder for the purpose. The successful bidder shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of labour by the bidder during entire run of the contract. In case of theft or losses or pilferage of Company's property, due to negligence or carelessness of the labour, a joint enquiry represented by both ICC and the Contractor will be held and findings thereof shall be submitted to the Unit Head, whose decision shall be final and binding on both the parties.

#### 16. SITE CLEARANCE:

Site clearance on completion of each and every job, work site has to be cleared in all respects to the satisfaction of E-in-C/O-in-C immediately after completion of jobs. Unwanted materials have to be shifted from the site as would be directed by E-in-C/O-in-C.

#### 17. SPECIAL WAGE:

A sum of Rs.10.00 per day of attendance as Special wage over & above the minimum wages applicable to the contract labour is to be paid. The special wage will not attract P.F., Bonus, Service Charge paid to contractors or any other consequential payments. A Sum of Rs. 10.00 per day of attendance as special allowance will be applicable to the workers who are employed on a salary or wages not exceeding Rs.21, 000/- per month basis (maximum ceiling).

#### 18. PENALTY:

In the event of short supply of Skilled/Unskilled labour as prescribed in bid document, penalty will be imposed from the monthly R/A bills of the Contractor @ Rs.100/- per day per Skilled/Unskilled labour.

The quality of work is to be maintained. If any defect in quality is noticed during the execution of job due to bad workmanship/negligence of the persons provided by the Contractor, the same has to be redone on free of cost basis by the Contractor

### CLAUSES PERTAINING TO LEGAL ASPECTS

#### 1. LIQUIDATED DAMAGES:

Time is the essence of the contract. Liquidated Damages may be levied against suppliers / contractors in case of delay in supply of material / execution of contract beyond the date of delivery/completion of job specified in Purchase Order / Contract. In case the contractor fails to complete the work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ half percent per week of the delay subject to a maximum of 10% of the total awarded value of the category (excluding GST). L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.

Extension of delivery / contract period may be granted at the discretion of the Competent Authority.

The extension of delivery / contract period when granted shall be subject to the following conditions:

i.No increase in price shall be granted if the same takes place during the extended period, despite a variation clause in the order but reduction, if any shall be availed of.

ii.Any increase / decrease in taxes and duties on account of statutory increase / decrease fresh imposition of any duties or taxes which take place during the extended period shall be admissible / availed of, provided it is GST creditable / Set off is admissible against these levies.

iii.If it is in the interest of HCL to ensure completion of supply / execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delay are not attributable to HCL.

If the delay in completion of supply / execution of job is attributable to HCL, or due to a Force Majeure event, then Competent Authority may consider waiving of LD, provided the occurrence of the event is informed by notice to HCL, immediately thereof.

#### 2. EVENTS OF DEFAULT:

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the contract or if it, in the opinion of HCL:

- a) Does not execute the contract in conformity with the provisions of the contract, or
- b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- c) Fails to carry on and execute the contract to the satisfaction of HCL, or
- d) Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any one of the above mentioned breach of the contract for fourteen (14) days, after notice in writing has been given to the contractor by HCL requiring such breach to be remedied, or
- e) Abandons the work(s), or

- f) During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or
- g) Does not perform as per the agreed programme submitted by the contractor.

3. TERMINATION DUE TO EVENTS OF DEFAULT:

- a) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this contract by issuing Termination Notice, and to appropriate any Security, if subsisting.
- b) In the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however, it fails to remedy / cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this contract and to appropriate the Security, if subsisting.

4. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the Tender, HCL shall decide to foreclose or reduce the scope of the work(s) and hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give 10 days notice in writing to that effect to the contractor, provided that:

In the event, any such action is taken by HCL, the contractor shall be paid full amount for the up to date quantum of work executed at work site as per billing schedule under the relevant items of work under this contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the work to the full extent because of the foreclosure.

5. FORCE MAJEURE EVENTS:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such

event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract. Provided also that such performance / execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist and the decision of HCL as to whether the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have the liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc. that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this Force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

6. AMICABLE RESOLUTION:

a) Save where expressly stated to the contrary in this contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.

b) Either Party may require such Dispute to be referred to the work in charge of HCL and the contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the Director or a person of equivalent designation, of HCL and the contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

7. ARBITRATION:

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

The Arbitrator will be appointed within 30 days of reference to arbitration. A sole Arbitrator will be appointed by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 1996 Act, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.

In the event of such an arbitrator to whom the matter is originally referred, being vacated his office because of resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it.

The duration of proceedings and the fee structure will be governed by the 1996 Act. The venue of the arbitration shall be Ranchi only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Ghatsila/Jamshedpur.

Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSes)/Port Trust inter se and also between CPSes and Government Departments/Organizations (excluding disputes concerning Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/003/2019/FTS-10937 DATED 14th December 2022 and the decision of AMRCD on the said dispute

will be binding on both the parties.

8. **JURISDICTION OF COURT:**

All disputes pertaining to this contract shall be subject to the jurisdiction of Ghatsila/Jamshedpur Court only.

9. **LIEN:**

The Company shall have a lien on all amounts that may become due and payable to the Contractor under this or any other contract/transaction of any nature whatsoever between the Company and Contractor including the Earnest Money and receipt of any debit or sum that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

ANNEXURE - IV

**DEPLOYMENT OF CASUAL MANPOWER FOR CONSERVANCY SERVICES**

Sl. No.	Deployment area	No. of Heads	Timing	Jobs attended	Remarks
1	Gl. Office Complex	2	'A' Shift	Office Cleaning, Sweeping, Toilet Bathroom Cleaning	1 Toilet Cleaning 2 Office Cleaning
2	Works Premises	2	'A' Shift	Works Office, Time Office Toilet/ bathroom cleaning sweeping including total Toilet/ Bathroom cleaning inside the Works.	Office Cleaning Toilet Cleaning Thoro cleaning of 01 toilet each day.
3	Sewerage System, (Chamber Cleaning)	4	'A' Shift	Cleaning of Sewerage tanks of hole township	Cleaning of Qrts. sewerage line, removal of blocking of sewerage lines, removal of chamber blockage etc.
4	Guest House	2	Gl.. Shift	Sweeping of all the rooms of Guest House including Bathroom/ toilet cleaning	Sweeping of all the rooms of Guest House including Kitchen, Bathroom/ toilet, drain cleaning etc.
5	D. B.	1	Gl.. Shift	Sweeping of all the rooms of D.B. including Bathroom/ toilet cleaning	Sweeping of all the rooms of D.B. including Bathroom/ toilet , kitchen , drains cleaning etc.
6	GM Bungalow	1	Gl.. Shift	Sweeping and cleaning of bungalow premises	
7	Market Cleaning	3	Gl.. Shift	Sweeping and garbage removing	Sweeping and collection of waste materials through trolley and loading into tractor from the market area of Moubhandar, Tumandungari.
8	Tractor	4	Gl... Shift	Removal of garbage from Dustbins, slits of drains, debris from the township, dead animals, bushes including cut pieces of trees etc.	Collection, loading and unloading of wastes from the dustbins, cut pieces of trees, bushes of the townships, including lifting and removal

					I of dead animals.
9	Township Drain	4	'A' Shift	Cleaning of drains situated in 'A' Block, 'B' Block, market area, JTAQ, STAQ, and 'ATF' Flats  Big drains in the township area e.g. near SBI, Both sides of Main Road, 'A' and 'B' block area and Tumangdungri area.	Cleaning of quarters drains-cum-branch drains, market area drains including drains in the surface area of flats of the township  Road side main drains including main drains of the township.
10	Roadside sweeping	5	Gl.. Shift	Roadside sweeping of Township	Gen office to babuline, GET hostel, market, durga mandap, Shiv mandir road, Over head tank, convent school, copper club, gen office all area of Tumandoongri and their branches roads.
11	Roadside sweeping	3		Roadside sweeping of Township	General Office to DB visa Works Main Gate, Birsra Chouk, Works Hospital, Ambedkar Chowk, Guest House, golf club & front of Unit Heads residence etc.
12	Toilets of 'D' type quarters	1	Gl.. Shift	Toilets and drains of 'D' type quarters	
13	Roadside sweeping & Bush Cutting	7	Gl.. Shift	Roadside sweeping of Township Township incl. cutting seasonal bushes Establishments, Sub Stations, Overhead Water Tanks area, Grave yard, Bungalows and Flat areas of township as well as works premises.	Ambedkar chowk, SBI, Auto stand, Geeta misthan, MBari Maidan, Block o.h.tank, Maszid
	<b>Total</b>	<b>39</b>			

Tool tackles required for the job is detailed out below:-

Sl.no	Tools	Quantity
1	Belcha	15-20 nos
2	Gum Boot	12 nos
3	Dhama	12 nos
4	Gaita	8 nos
5	Phawra/Spade	10- 12 nos
6	Pick Axe	04- 06 nos
7	Sword/Knife for bush cutting	03 Roll ( 90 ft )
8	Wooden Bat	6 nos

9	Drain Rod	8 nos
10	Drain Brush	15 nos
11	Cotton/ Rubber hand gloves	45 pair
12	MS String wire 3-4 mm dia for Binding of Bamboos Strips	05 kg
13	Bamboos Patti	up to 500 ft per month
14	Wire Brush	12 nos per month
15	Spider web/net remover brush	20 per quarter
16	Manila Ropes	As per Requirement
17	Bush Cutting blade	25 number per month
18	Toilet cleaning Brush	25 no per quarter
19	Soap for hand wash 100 gm	fortnightly to each casual
20	light Cotton towels	quarterly basis

**2.5 Service & Support:**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**2.6 Payment:**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**2.7 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Hindustan Copper Limited

Account No.

00000011524102778

IFSC Code

SBIN0001484

Bank Name

State Bank of India

Branch address

Moubhandar, Dist. East Singhbhum Jharkhand-832103

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.8 Generic:**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.