



## VADODARA GAS LIMITED

(A joint venture of GAIL gas and VMC)

### CORRIGENDUM – 1

Tender No. : VGL/CO/C&P-CNG/BD201910097

## HIRING OF HOUSE KEEPING SERVICES FOR A PERIOD OF TWO YERS AT VGL, VADODARA

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DATE: 09.12.2019

### **SUBJECT: CORRIGENDUM – 1 IN TENDER FOR HIRING OF HOUSE KEEPING SERVICES FOR A PERIOD OF TWO YERS AT VGL, VADODARA**

The Following Clauses have been added in Special Condition of Contract [SCC]; Section – IV of the bidding document

- A. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India, -----  
-----.
- B. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- C. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet/bank statement jointly.
- D. The contractor shall be solely responsible and indemnify the VGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- E. The contractor shall indemnify VGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- F. All personnel deployed by the contractor should be on the rolls of the contractor.
- G. No contract worker below the age of 18 years shall be deployed on the work.
- H. The contractor shall engage supervisor's who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- I. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of VGL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.
- J. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.



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Also the contractor should obtain entry passes from Security Dept. through Engineer-In-charge for his employees.

- K.** Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- L.** While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify VGL for any action brought against him for violation, non-compliance of any act, rules & regulation of centre/ state/ local statutory authorities.
- M.** All existing and to be amended from time to time the safety/ fire rules of VGL are to be strictly adhered to.
- N.** Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- O.** Payment of wages to the contract workers must be made through e-banking and duly stamped e-banking wage sheet/bank statement of the bank must be duly certified and signed by both the contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill.
- P.** In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify VGL from all such liabilities.
- Q.** The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- R.** The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/ persons deployed from a civil govt. doctor before engagement.
- S.** No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner/ VGL will terminate the contract immediately and may refer the case to police.
- T.** The contractor hereby agrees to indemnify owner/ VGL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/VGL.



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- U. The contractor is required to file Half Yearly Return in FORM XXIV before concerned ACL (Central), the Licensing Officer within 30 days from the end of Half Year.
- V. The following documents shall be submitted by the Agency/contractor to the Engineer In-Charge at various stages during the currency of the contract:
- a) Immediately after issuance/ receiving of Letter of Intent (LOI):
1. Application for issuance of Form –III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
  2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
  3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
  4. Copies of Appointment Letters to the persons to be engaged in VGL by the contractor.
  5. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged in VGL.
  6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
  7. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
  8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
  9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.(wherever applicable).
  10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
  11. Copies of ESI Identity/smart Card of persons to be engaged in VGL
  12. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.
- b) At the time of submission of monthly bills:
1. Monthly bill duly certified by the contractor or his authorised representative
  2. Copy of wage register duly certified by the contractor or his authorised representative and EIC of VGL
  3. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorised representative and VGL EIC.
  4. Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and VGL certifying as “Certified that the amount shown in the column No. --



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-- has been paid to the workman concerned through e-banking on----- (date) at ----- (place)".

5. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
6. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.

**AA.** Registers/document to be maintained by the contractor:

- a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act,1936: During the currency of the contract, the contractor has to maintain registers e.g.:
  1. Muster Roll in the prescribed format
  2. Register of workmen in the prescribed format
  3. Register of Deductions in prescribed format
  4. Register of Over time in the prescribed format
  5. Register of Fines in the prescribed format
  6. Register of advances in the prescribed format
  7. Issuance and maintenance of Wage Slip in the prescribed format
  8. Issuance of valid Identity Card by the contractor in the prescribed format
- b. Employee State Insurance Act,1948: : During the currency of the contract, the contractor has to maintain registers e.g.:
  1. Register of employees in the prescribed format
  2. Accident Book in the prescribed format
- c. Provident Fund & Misc. Provisions Act, 1952
  1. Monthly return in the prescribed format for employees qualifying for membership of the PF fund.
  2. Contribution card in the prescribed format
  3. Return of contribution card sent to the Commissioner on expiry of the Financial Year in prescribed format.
  4. Consolidated annual contribution statement in prescribed format. Copy of same should also be given to the individual contract worker and EIC every year.

**BB.** At the time of closure of contract:

The contractor has to obtain No Objection certificate (NOC) from HR Department and submit Indemnity Bond of the requisite value duly notarized from Notary indemnifying VGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of



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wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.

- 1 Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the contractor.
- 2 **PAYMENT PROCEDURE:** The contractor shall submit monthly bill along with the work details completed by them on prescribed form in duplicate to the Executive-in-Charge (EIC) after distribution of wages to the deployed manpower. The bidder should give the details of his bank account in the prescribed E-banking format to facilitate payment through e- banking in case of award of work on him. As per provisions contained in statutory Labour /Industrial Laws, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills. The contractor will be paid within 15 days from the date of submission of bill to EIC subject to the provision of adjustment of dues and statutory deductions as applicable.
- 3 **Water & Electricity:** VGL shall normally make Water & Electricity available free of cost at locations and Contractor shall arrange distribution arrangements at his own cost. However, VGL does not bear any liability for failure to supply water/electricity for any reason and contractor shall make his own arrangements through generators & water tankers at his own cost for performing day to day works and watering of plants etc.
- 4 **Change in quantities of items during execution:** If the quantities of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-in-Charge shall be final and binding.
- 5 **Self-assessment of work:** The quoted rates shall be deemed to have been arrived after first hand self-assessment of the work front by the Contractor by visiting the concerned location of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase/revision in their quoted/awarded rates and not being aware of local conditions.
- 6 **Defect liability Period:** The defect liability period shall be three month from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Engineer-In- Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.
- 7 Contractor shall also provide services on Saturday, holidays including Sundays (until and unless instructed otherwise by EIC) and nothing extra shall be payable on this account. The Contractor shall make his own arrangement for housing himself and his staff. VGL will not provide any accommodation.
- 8 Contractor shall in no case lease/ transfer/ sublet/ appoint caretaker for supply of material ,services and the personnel to be deployed for carrying out the contractual job, however in



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case bidder is not in the business of supplying contractual manpower then the same may be allowed to be deployed through another agency under exceptional circumstances based on industry practice & written approval of competent authority. However, before approval of competent authority contractor shall execute an indemnity bond in favour of VGL indemnifying against any liability arising out of manpower deployment by another agency.

**9** The Service provider shall defend and indemnify VGL from all suits, actions, claims, demands, liabilities, damages and expenses arising out of personal injury or death resulting there from to any of its personnel, while providing the services.

**10** Performance Evaluation of contracts as per C&P circulars/guidelines/procedure.

**ALL OTHER TERMS AND CONDITIONS SHALL REMAINS UNCHAGED**

**NOTE: A COPY OF THIS CORRIGENDUN / ADDENDUM AS ISSUED ON VGL WEBSITE ALONG WITH SIGN AND SEAL OF THE BIDDER WILL BE REQUIRED TO BE SUBMITTED WITH TECHNO-COMMERCIAL BID AS THIS WILL BE AN INTEGRAL PART OF THE TENDER.**