



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5124834
Dated/दिनांक : 04-07-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 15-07-2024 12:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 15-07-2024 12:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Pmo |
| Department Name/विभाग का नाम | Department Of Atomic Energy |
| Organisation Name/संगठन का नाम | Uranium Corporation Of India Limited |
| Office Name/कार्यालय का नाम | Kadapa |
| Item Category/मद केटेगरी | Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 km x 720 hours; Outstation 24*7 |
| Contract Period/अनुबंध अवधि | 3 Year(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 15 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 1 Year (s) |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |

| Bid Details/बिड विवरण | |
|--|-----------------------------|
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 4886332 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है | Yes |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 49000 |

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM(Accounts)
URANIUM CORPORATION OF INDIA LIMITED, Department of Atomic Energy, PMO, KADAPA,
(Uranium Corporation Of India Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence in States:Bidder shall be located and registered within the geographical limits of the Andhra pradesh state

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::Refer Tender document

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package Refer Tender document

Scope of Work: [1720074960.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - SUV; 2500 Km X 720 Hours; Outstation 24*7 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|---------------------|
| Core | |
| Vehicle Type | SUV |
| Type of car (Please select at least 3 options) | Mahindra Scorpio |
| Usage Variant | 2500 km x 720 hours |
| Type of Service | Outstation 24*7 |
| Year of Vehicle Model | 2024 Ex show room |
| Km Travelled | 2024 Ex show room |
| Air Conditioning Requirement | A/C |
| Area of Operation | Hilly Areas |
| Fuel Type | Diesel |
| Addon(s)/एडऑन | |
| Outstation night charges applicable | Yes |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Vehicle(s) | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|--|---|----------------------|---|
| 1 | Sarithala Siddaiah | 516349, CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP | 1 | <ul style="list-style-type: none">Estimated number of outstation nights per month per vehicle : 1Duration in Months : 36 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1 **GENERAL**

1.1 **The intending bidder shall be deemed to have visited the site for familiarization.**

1.2 **Bids of joint venture/ Consortium not acceptable.**

1.3 **The vehicles shall necessarily have Taxi permit/other permits as applicable by R.T.O.**

1.4 **During the period of the contract, UCIL can increase/decrease the number of vehicles on the same rates, items and conditions as stipulated in the same shall be obligatory and binding on contract to any such order. However the ceiling/ order value should not be exceeded.**

1.5 **No sub-contracting shall be allowed in this contract and all vehicles are to be registered for deployment of contract carriage vehicles on hire to the Corporation.**

1.6 **The vehicles, taken on hire with the approval of the Engineer-in-charge(s) for regular duties under the contract shall not be changed/replaced by the Contractor normally during currency of contract except for its being defective in which case an other hired vehicle of equivalent or higher specification/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in Charge or its Authorized Representative will be considered as final.**

1.7 **The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Corporation and the same shall be final and binding upon the contractor.**

1.8 **Contractor shall ensure the compliance of Govt. of India directives issued from time to time. Refer Annexure-I which is an indicative list.**

1.9 **In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement)**

ement) conditions; UCIL's Additional Terms & Conditions(ATC), then UCIL's ATC shall supersede all GeM SLA conditions and shall be binding on the contractor.

2 GENERAL DEFINITIONS:

2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of Uranium Corporation of India Limited (UCIL) defined in scope of work or any other place at the sole discretion of the Corporation, depending upon requirement to meet the objective of the contract.

2.2 "CHARGES" Means the charges (normal duty hours) of vehicles per month with prescribed kilometers.

2.3 "CORPORATION" means Uranium Corporation of India Limited (UCIL)- Buyer, A Government Enterprises under Department of Atomic Energy, having its registered office at Tummalapalle, Dist. Y.S.R. Kadapa, Andhra Pradesh .

2.4 "CONTRACTOR" means any proprietorship/partnership firm or Corporation(Service Provider) to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Corporation.

2.5 "CONTRACT" means the formal contract executed between the Corporation and the contractor as a result of the subject Tender (Service Level Agreement). Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC) and BID/Reverse Auction Additional Terms and Conditions (ATC) as applicable)

2.6 "DAY" means day starting from 0000 hrs. to 2400 hrs.

2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full on hour.

2.9 "MONTH" means a complete calendar month of the year.

2.10 "NIGHT HALT" means overnight stay of vehicles at any place/in any area beyond its designated reporting places.

2.11 “REPORTING PLACE OF VEHICLES” means any operational site of the Corporation where as vehicle shall normally report for duty. The normal reporting place of vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract arises.

2.12 “SCHEDULE OF RATES” rates to be filled/ attached to this contract as per GeM.

2.13 “SEATING CAPACITY” means the number of passengers the vehicles can carry including the driver.

2.14 “SUITABLE SUBSTITUTE” means similar vehicle of equivalent or higher model not earlier than year of manufacture specified in scope of work for respective vehicle subject to acceptance by Engineer-in-Charge.

2.15 Vehicle Specification :

Monthly Basis Cab & Taxi Hiring Services - Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 Km 24x7; Outstation (1)

• **Vehicle Type (Types of cars): SUV registered under Commercial Category.**

• **Year of vehicle model: Ex-Showroom.**

• **Usages Variant: 2000 km x 24*7 Hours;**

• **Type of Service: Outstation**

• **Fuel Type: Diesel**

• **Air conditioning Requirement: Yes**

• **Add on(s): Additional Kms (Over Base Kms)**

3 PERIOD OF CONTRACT:

3.1 Contract Duration: The contract would be for a period of 36 (Thirty Six) months subjected to successful performance/ review, this agreed contract period may be extended further on the same rates, terms and conditions depending upon the requirement and administrative convenience of UCIL.

3.2 The contractor shall place the vehicle to the corporation within 60 (Sixty) of placement of L.O.I/ work order (or) as desired by the Engineer-in-charge based on the plant demand and availability of site. Only in case any delay happens for delivery from the Showroom, Bidder may deploy another old SUV vehicle of good condition with the consent of Engineer-in-charge till the time of new vehicle. Bidder should submit all the relevant documents like vehicle fitness, RC, Insurance for the old vehicle too.

In case, contractor fails to place the prescribed vehicle within 60 days from the date of L.O.I/ work order, grace period of more days shall be allowed for which penalty shall be imposed for non-availability as per penalty clauses within the limit of Earnest Money Deposit/ Security and other rights available under the contract.

3.3 If the vehicle is not placed even after the above allowed grace period from the date of L.O.I/ work order, then the contract may be cancelled without prejudice the Corporation right to forfeit the Earnest Money Deposit/Security and other rights available under the contract.

3.4 The contract normally stands terminated after the expiry of the period of the contract. However, the Corporation reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.

4 **SCOPE OF WORK (Scope of Service):**

4.1 **Deployment of vehicle type- Model & Year of Manufacturing as per the vehicle specification and duty hours and number of drivers & helpers:**

| Sr. No. | Description of Work | Qty. | Duty Hour | No. of drivers |
|---------|--|------|-----------|---|
| 1. | Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 Km 24x7; Outstation (1) | 01 | 24*7 | 03 drivers per day (which includes 01 Reliever) |

4.2 **MINIMUM MANPOWER & EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTOR:** The successful bidder shall be required to deploy minimum manpower to carry out the work as mentioned below:

Vehicle specification

| | Category of contractual labor | Minimum Number of Driver | Duty hrs. per day | Qualification |
|--|-------------------------------|--------------------------|-------------------|---------------|
| | | | | |

| | | | | |
|--|-----------------|---|--|----------------------|
| Monthly Basis Cab & Taxi Hiring Services- SUV; 200 Km 24x7; Outstation (1) | Skilled -Driver | 03 drivers per day (which includes 01 Reliever) | 08 hrs./shift & 7 days in the week (Including Sunday & holidays). | Valid License Holder |
|--|-----------------|---|--|----------------------|

4.3 GEOGRAPHIC PRESENCE:

Office registration certificate: Registered Office or at least one of the Registered Branch Office of the bidder shall be located and registered within the geographical limits of the Andhra pradesh state where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.

- i. Trade License issued by the local authority in the name of the Firm or
- ii. Landline phone number in the name of the Firm or
- iii. Electricity bill for last one year in the name of the Firm or
- iv. GSTIN registration or
- v. Udyam/MSME/Udyog Aadhaar Certificate

4.4 In case for fulfillment of scope of work, more number of manpower is required, then same shall be deployed by the contractor at no extra cost.

4.5 Vehicle(s) to be provided with all other major components/accessories, safety gear, good seats, glasses, tyres & stepney etc. The vehicle should be in excellent condition.

4.6 UCIL has the right to inspect the vehicle(s) in details before any further processing and if the quality is not good, the vehicle would be rejected without assigning any reason whatsoever, such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period. UCIL is the sole authority to decide on the quality of the vehicle.

4.7 The vehicles deployed must have necessary valid Taxi/relevant permit for movement in States/area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/area of operation, the Contractor has to provide necessary permits for which UCIL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

4.8 The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. UCIL reserves the right

to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract.

- 4.9 Vehicle(s) deployed should be duly registered with R.T.O. under valid permit(s), all taxes paid comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
- 4.10 The Contractor shall ensure that vehicle(s) are kept clean and upholstery with neat seat covers duly washed/dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.
- 4.11 The Contractor shall ensure that the drivers of the vehicles are given "one (01) day's off in a week" and provide alternate driver for the day.
- 4.12 For all vehicles shall be with fuel type as mentioned in the above table.
- 4.13 The Engineer-In-Charge of this work order is Shri Shri N.V.V.Sekharam Babu, Addl. Supdt(Mine)//Mines Manager (TMPL) and Engineer-Representative is P.Bhadra Doss, Addl.Supdt.(mines) (TMPL) .

5 OPERATIONAL NORMS & CONDITIONS (Service Details and Standards):

- 5.1 The contractor shall be required to deploy the vehicles conforming to specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M.V. Act/Rules in force.
- 5.2 The vehicles are required to report to sites/ locations as per the direction of the Engineer-in-Charge and may be required to stay overnight on temporary duties.
- 5.3 Carrying out all type of daily and other Schedule Maintenances, all type of Major or Minor repairs, fuelling of vehicles, Costs on account of change/ replacement of any or Spare parts, Tyres, Battery, Lubricants, maintaining of vehicle interior as per U CIL's directive/ standards, expenditures on account of Drivers salaries, their uniform, ESI and PF, etc. and also on account of obtaining and maintaining of road tax, all kind of permit, licenses ,insurances and any other Govt. Taxes and levies etc.(except for which as specific clause/provision is mentioned in the Tender Form).
- 5.4 The vehicle shall be allowed to go out for filling of fuel. For the purpose of filling fuel in the vehicle tank max. ½ an hr will be allowed and odometer/ hrs.-m reading will be recorded in both cases e.g. when released and reported back. The contractor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/out

station duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying driver shows his inability and the corporation's employee/officer or any other authorized persons utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in Log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the contractor's bill.

5.5 As far as possible, drivers of the vehicles normally may not be changed during tenure of contract. The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Corporation's personnel. The contractor shall withdraw such driver(s) from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Corporation's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied. Accommodations for the Drivers are contractor's responsibility only.

5.6 The contractor shall have to make his own arrangements for the stay of his staff including night halt at his own risk and cost and also for repairs and fueling etc. of the hired vehicle's(s) as per requirement. However, the corporation shall pay "night-halt charges" in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight.

5.7 The driver/contractor shall not carry any unauthorized passenger in the vehicle on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case contractor/driver ignores the instructions, the vehicle shall not be accepted and penalty Rs.1000/-per instance shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring/cancellation of contract.

5.8 The Contractor shall display a mark "ON UCIL DUTY" on all vehicles at his cost for making the vehicle conspicuously distinguishable from a distance. The contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Corporation.

5.9 Before and after the duty hours and on holidays, the vehicles deployed for duty shall not be used for any other purpose.

5.10 Speedometer, Kilometer Recorder and other instruments/meters must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the contractor until such

ertification the kilometer for such distance/places as verified and certified by the of
fice/staff traveling in the vehicle shall be final and binding to the contractor for the
purpose of billing etc.

5.11 The monthly rent includes Sundays and holidays in a month. Regular vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition, i.e. any one Sunday subject to the convenience of the user. The vehicle is allowed a maximum of 75 kms run only including to & fro per month for maintenance purpose. However, contractor has to provide suitable substitute/replace ment vehicle during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

5.12 Vehicles shall not leave duty point for any purpose without the specific permission of the user.

5.13 Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Corporation.

5.14 Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, from etc. should be carried by vehicle at the installations, camp stations ,stores, yards etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Corporation's per directions of the representative(s) the Corporation at the worksite.

5.15 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

5.16 The driver should be conversant with local language preferably having knowledge of Hindi & English.

5.17 The contractor shall maintain the vehicles in absolute good condition. If any vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. The Corporation makes alternative arrangement; the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by Corporation in addition to deduction of day(s) payment.

5.18 In case of loan sanctioned by a financial institution, EMI should be paid on time and documentary proof of the same to be produced, when specifically asked by EIC and failure to do so contract may be terminated and in case of complaint received from financial institution (or incidence of recovery during contract period), hiring of vehicle shall not be considered for complete period of contract.

6 VEHICLE DOCUMENTS:

6.1 The Vehicles should be fit in all respects for operations in accordance with the Motor vehicle Act, the rules and the laws as applicable from time to time. The vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi permit, Pollution Control Certificate, Insurance certificate, fitness certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/ temporary road permits or parking fees etc. If any required during and for the duty with the Corporation. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Corporation, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and the Corporation, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default. In case the vehicle is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the contractor. If the vehicle(s) is held up by Police/ RTO/ any other agency & not being used for the Corporation, penalty clause as mentioned in this tender document shall apply. Insurance means insurance for vehicle as well as operators.

7 RESPONSIBILITIES OF THE CONTRACTOR

7.1 Detailed responsibilities of contractor are mentioned in Annexure-I.

7.2 Contractor has to comply with all labor laws applicable from time to time refer Annexure-II.

7.3 The contractor shall maintain all records and registers applicable from time to time refer Annexure -III.

7.4 Documents to be submitted by the Agency/ contractor to Engineer In-Charge at various stages during the currency of the contract in Annexure-IV

7.5 For estimate bid value calculations and Payment calculations refer Annexure-V.

7.6 The successful contractor is required to submit indemnity & agreement as per UCIL's format.

7.7 The successful contractor is required to submit an undertaking form the deployed contractual labor as per UCIL's format.

7.8 Prevailing statutory minimum wages BASIC + VDA + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver(s)/ helper(s) of hired vehicle and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at work of UCIL.

7.9 Monthly package payment shall be made by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in deployed driver's bank account duly signed by driver along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

7.10 Amendment in statutory compliances acts: In case of rule of statutory compliances acts is enacted, promulgated, abrogated or changed then it will be reimbursed to the contractor on actual disbursement of wages to the beneficiary and statutory authorities on submission of proof of payment to UCIL.

7.11 Log book maintenance: In case of not getting the log, book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The log book must be got filled-in from user on day-to-day basis.

8 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

8.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Corporation shall be completely free from any liability of any nature connected with the accident/damage(s) Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or damage to any property or person. The includes any third-party claims. However, if the damage or loss is incurred by the Corporation or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any compensation/damages if any sustained by the Corporation on this account.

8.2 Contractors shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment or the property or persons

onnel of the Corporation. Contractor shall also be responsible for any claim/compensation arising out of such damages or injuries sustained by any third-party including loss of life, permanent injuries etc. by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Corporation. Contractor shall reimburse on demand and without any demur the compensation/damages. If any, sustained by the Corporation on this account.

8.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Corporation.

8.4 The Corporation shall not be responsible for any claim/compensation that arises due to due to damages/injuries/pilferage to Contractor's vehicles/property under any circumstances while the vehicle(s) is on duty of the Corporation.

9 **INSURANCE:**

9.1 Hired vehicle(s) should be fully/ comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

9.2 Contractor shall be responsible to submit copies of insurance cover and other Documentation in respect of vehicles deployed with the Corporation on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

9.3 Contractor should produce necessary ESIC code before commencement of work or coverage under Workmen Compensation Act who is not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same, if applicable. Note: The premium of Workmen Compensation Insurance is a part of quoted rates in financial bids.

10 **RATES:**

10.1 The rates, offered shall be inclusive of all expenses i.e. GST, fuel charges, wages of driver(s)/helper(s)/ cleaner i.e. Salary, bonus, uniform etc. commercial tax liability, comprehensive insurance, road tax, permit, other statutory levies & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc and other incidental charges & contractor's profit margin, if any and safety aid for employed operators, other statutory facility etc.

10.2 **EXTRA PER KM CHARGES:** Refer clause - Cost of fuel.

10.3 **RATES FOR NIGHT HALTS (Outstation Night Charges):** The contractor shall have to make his own arrangements for the stay of his staff including night-halt etc. at his own risk and cost as per requirement. However, the Corporation shall pay night

t halt charges in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight. A night halt charge amount of @Rs.300/- per night excl. GST would be paid by Corporation to the contractor for the requirement of 'outstation duty' night-halt. In such case over time payment as per above shall not be applicable. Note: The above payments are not a part of quoted rates in financial bids.

10.4 Toll and parking charges: Toll charge at bridges, parking charges in Airport/Railway station wherever become payable for the journey shall be initially paid by the contractor. However, such expenditure will be reimbursed provided the contractor claims reimbursement of the same by producing original receipts along with RA bill for the month. Such claims shall be made before completion of the following month. Note: The above payments are not a part of quoted rates in financial bids.

11 ESCALATION/ DE-ESCALATION:

11.1 The Corporation will also pay monthly package cost with an increase/ decrease in the monthly package payable amount during the contractual period, in the event of increase/ decrease in relating to variation in wages.

11.2 Labour cost: Prevailing statutory minimum wages [BASIC + VDA] + overtime wages as per Factory Act rule & Minimum wages Act + other statutory Compliances towards Social Security contributions + minimum Bonus (Under Sec.10) on pro-rata basis is to be disbursed to the driver of hired vehicle and to statutory authorities by the contractor on monthly basis through an E-Payment mode and through a separate Challan to statutory authorities. Wages and other statutory Compliances contributions shall be disbursed based on actual attendance at UCIL duty. Note: The above payments should be included in the quoted rates in financial bids and are not exclusive. However, the same may be claimed as reimbursement on submission of proof thereof.

Reimbursement of actual disbursement of wages and other statutory Compliances contributions after deduction of wage components i.e. min. wages, other statutory Compliances towards Social Security contributions & minimum Bonus from the amount mentioned in the contract as per base date of min. wages will be done by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in deployed driver's bank account duly signed by driver along with copy of cheque / e-payment details/ bank's statement and through a separate Challan to statutory authorities.

In case of change in statutory wages and rates of other statutory Compliances contributions the modifications thereof or any other laws relating thereto and the rule, it will be reimbursed to the contractor on actual disbursement of wages to the ben

eficiary and statutory authorities on submission of proof of payment to UCIL. Base date of min. wages shall be considered as on the last date of submission of price bid.

11.3 Cost of fuel: The Corporation will pay monthly package cost with an increase / decrease in the monthly package payable amount during the contractual period, in the event of increase/ decrease in retail prices of fuel as per the following for avoiding unnecessary contingency in rate due to variation in retail fuel price. (Refer Annexure V)

Cost of fuel shall be payable on reimbursement basis by calculation of the km run by the vehicle, as signed in the log book after deduction fuel cost calculated on base date of contract from the amount mentioned in the contract rate. Note: The above payments as per usage variant should be included in the quoted rates in financial bids and are not exclusive. However, for reimbursement of cost of fuel on ruling price shall be made after deduction fuel cost calculated on base date of contract from the amount mentioned in the contract rate.

Whereas,

R = Total km. run during the month.

P = Total km of usage variant

I = Ruling price of fuel per liter(As on last day of the month at Pulivendula town, district. Y.S.R., Andhra Pradesh).

F = Tendered Fuel price = Rs.96.67 per liter.

N = Mileage of the vehicle (approx.) i.e. km/ liter

The tentative Mileage of vehicles for calculation shall be considered as follows:

Sl. No.

Type of vehicle(s) required

Average km per liter: N

1.

SUV for Rocky Terrain of Tummalapalle unit (White Colour) DIESEL

With A/C 08 km per liter.

Without A/C 10 km per liter.

The ruling price of fuel/ fuel per liter as on the last working day of calendar month will be taken in to consideration. Contractor shall fill the fuel to the vehicle at any f

fuel station nearby to the Corporation location and take the receipt of same for claim of fuel ruling price for fuel cost payment

The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. However, this will not be applicable for increase of spare parts, lubricating oil etc. and apart from this no other amount whatsoever is payable for fuel cost.

11.4 GST cost to total transaction:

The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value (i.e. price actually paid to the service provider) after deduction of derived GST amount from the amount mentioned in the contract rate. GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc. shall not be payable. (Refer Annexure V).

Important- GST under RCM is effective from 01.10.2019 and GST will be borne by UCIL as per the applicability of GST rule for renting of passenger motor vehicle and work order terms & conditions. GST-Rules applicable from time to time will be followed. Where, UCIL has the obligation to discharge GST liability under reverse charge mechanism and UCIL has paid or is liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to UCIL or ITC with respect to such payments is not available to UCIL for any reason which is not attributable to UCIL, then UCIL shall be entitled to deduct/setoff / recover such amounts against any amounts paid or payable by UCIL to Contractor/ Supplier.

Important: The quoted price should be inclusive of all taxes and GST . If the GST is to be paid under RCM, the quoted price shall be considered inclusive of GST under RCM. In that case, amount of GST under RCM derived from the total quoted price (including GST) shall be deducted for making payment.

11.5 No other claim whatsoever will be considered for increasing the monthly charges of the Vehicle/ Equipment during the period of agreement/ extended period entered on the basis of this calculation.

11.6 Contractors shall submit the actual bills in original issued by Fueling outlets and shall claim the fuel cost reimbursement along with his regular bills.

11.7 The fuel rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

Penalties and Fines):

12.1 As per service level Agreement (SLA) & as mentioned in SCC.

12.2 PENALTY: In case of non-availability of the vehicle due to break down, absenteeism or for any reason attributable to the contractor, a penalty @ double rate inclusive of variable cost for non-availability period shall be imposed if suitable substitute is not provided in time as per given below formula. Penalty will be liable to GST at applicable rate.

12.3 In case of payment of wages to all labour is not made on or before 7th of succeeding month, failing which necessary action will be taken as deemed fit. Also, a penalty @ Rs.200/- per day or higher penalty for default period will be imposed subject to a maximum of 5 per cent of the contract value. Levy of penalty does not abrogate contractor from his responsibility for disbursement of wages as per the payment wage act, UCIL shall not be liable for any damage or compensation payable.

The decision of the Engineer-in-charge shall be final and binding on the parties. Should it appear to the Engineer-in-charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). After which the contractor will be served a notice failing which the contract will be terminated and the performance guarantee will be forfeited and the contractor will be black listed.

12.4 Any penalty/fine imposed by any statutory authority for default towards any of the statutory provisions shall be on the contractor's account.

13 BILLING AND PAYMENT:

13.1 Contractors shall submit bills duly certified by designated officers of UCIL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis

to the Corporation (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the lo gbooks. Contractor is required to submit the bills within 15 days of the following m onth, duly filled in all respect to the Engineer-in-Charge or his authorized person. T he complete in all respects will be processed and paid within30 days from the date of receipt by the concerned Account Section.

13.2 All the payments will be made through e- banking only.

13.3 Payment will be released for the correctly made bills normally within 15 wor king days from the date of submission of bills duly certified by EIC. The Corporation shall not pay any interest for any delayed processing of the bills.

13.4 No interest shall be payable on withheld amounts.

13.5 Further, the UCIL reserves the right to withhold the appropriate % amount from t he running bills of the contractor, if PF/ESI contribution are not paid by him and proof to the effect is not submitted regularly on due dates.

13.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.

13.7 PAYING AUTHORITY: DGM (A/c)/ Manager (A/c) UCIL, Tummalapalle shall be t he paying authority.

14 All other provisions and conditions which have not been touched by ATC, ITB, SC OC, GCOC shall remain applicable as per GTC & SLA.

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| 1. | Upkeep of the Vehicle | <p>(i) The vehicle should be maintained in excellent /trouble free working condition at any time and completed with accessories installed with good quality seat /upholstery, glasses, tyres & stepney etc. The entire expenses on this account shall be borne by the bidder.</p> <p>(ii) The engine, gearbox, brakes, steering, tyres and other mechanical components of the vehicle should be in excellent condition. Retreaded tyres cannot be used on any wheel or stepney. The entire expenses on this account shall be borne by the bidder.</p> <p>(iii) The total maintenance of the vehicle shall be in the scope of the tenderer and the cost will be borne by the bidder only.</p> <p>(iv) To maintain the vehicle in healthy operating condition the engine oil, lubricants etc. of the vehicle have to be filled up by the tenderer from time to time and the cost will be borne by the bidder only.</p> |
| 2. | <u>Penalty for Non-Availability of the Vehicle</u> | <p>(i) Above Penalty Clause 12.2 or Below clause (ii) will be applicable whichever is higher</p> <p>(ii) In case of non-availability of the vehicle due to any of the reasons stated below, the contractor has to arrange alternate vehicle with driver, failing which, the hire charges <u>would be deducted at double the daily hire charges</u> from the monthly R. A. Bills (Running Account Bills).</p> <p>(iii) In case of non availability of the vehicle due to reasons listed below, a penalty @ double rate inclusive of variable cost for non availability period shall be imposed if suitable substitute is not provided in time. The above penalty will be liable to GST at applicable rate.</p> <ol style="list-style-type: none"> a. Due to lapse of any statutory document, viz. license, comprehensive insurance certificate, road tax token, pollution under control certificate. b. Vehicle held up by Police /RTO personnel for any offence against non-compliance of law. c. Breakdowns, d. Scheduled maintenance e. Absence of driver f. Any other reason attributable to the contractor |
| 3. | Responsibility of Vehicle being Held Up by Police | <p>(i) In case the vehicle is held up by the Police /RTO personnel for an offence against noncompliance of law, all the legal and financial responsibility for compliance shall lie with the Tenderer.</p> |

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| 4. | Release of vehicle for Maintenance | <p>(i) The Tenderer is allowed to take the vehicle for repair /maintenance on one day in a month, i.e. any one Sunday subject to the convenience of the user.</p> <p>(ii) For repairing purposes the vehicle is allowed only a maximum to & fro travelling distance of 75 kms running per month.</p> <p>(iii) As the monthly hire charges are inclusive of working days, Sundays and Holidays, the tenderer will be allowed to take the vehicle for maintenance by providing a substitute for the same vehicle subject to convenience and prior permission from the engineer-in-charge.</p> |
| 5. | Cost of Maintenance | All the expenses for the maintenance of the vehicle will be borne by the Tenderer only at his own cost and risk. |
| 6. | Retention of Vehicles beyond Duty Hours | (i) This clause is not applicable for 24 hours vehicle. |
| 7. | Toll Taxes, Night Halt, Out Station Charges | <p>(i) The vehicle may be sent out to destinations anywhere within the state of Andhra Pradesh depending on necessity.</p> <p>(ii) The vehicle may be sent out to destinations anywhere outside the state of Andhra Pradesh depending on necessity.</p> <p>(iii) Toll taxes paid for the vehicle during the course of carrying out of the official works shall be reimbursed by UCIL on submission of documentary proof.</p> <p>(iv) Additional statutory expenses required to be made for deputing the vehicle outside the state of Andhra Pradesh shall be reimbursed by UCIL subject to production of documentary proof.</p> |

Part-1: Compliances under various Labour Laws:

Annexure I

| CONTRACTOR TO ENSURE THE PAYMENT OF WAGES AND EXTEND COVERAGE UNDER SOCIAL SECURITY LEGISLATION TO CONTRACT WORKERS | | |
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| Sl. No. | Wage components | Rates |
| 1. | Minimum wage/ UCIL notified rate (Included in monthly package cost) | Minimum Rates of wages as notified by Central Government or UCIL notified rate, whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification. |

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| 2. | <p>Employees' Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges.</p> <p>(Included in monthly package cost)</p> | <p>The rates notified by Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952 (ii) EPF (EDLI) & Administrative charges, 1995 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.</p> |
| 3. | <p>Employees' State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923</p> <p>(Reimbursable, if applicable)</p> <p>Or</p> <p>Workmen compensation Insurance for the period of contract.</p> <p>(Included in monthly package cost)</p> | <p>The rates of contribution as prescribed by the Government with specific notification on the date of floating of tender and subsequent changes if any as per Government Notification.</p> <p>In case the work center is situated, in an ESI non-implemented area / contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/ contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medical Liability.</p> |
| 4. | <p>Bonus.</p> <p>(Included in monthly package cost)</p> | <p>Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus in Form - C and Form - D to UCIL.</p> |
| 5. | <p>Death Gratuity.</p> <p>(Included in monthly package cost)</p> | <p>In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.</p> |
| 7. | <p>Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities)</p> <p>(Included in monthly package cost)</p> | <p>Cost of Safety Kit & Liveries in terms of Safety provisions under Factories Act, 1948 (for workers working in factories only). The contractor to provide safety kits and liveries (i.e. shirts, trousers, socks and safety shoes as per safety norms of UCIL) and submit proof of purchase & distribution with UCIL. The same may be provisioned per person per annum.</p> |
| 8. | <p>Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable.</p> <p>(Included in monthly package cost)</p> | <p>Contract to regulate the same in line with the provisions under the Maternity Benefit Act 1961. In case replacement is provided by the Contractor in lieu of the Women workers availing Maternity leave, her name should not be struck from the Muster Roll/Attendance Register during the period of Maternity Leave.</p> |

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Annexure II

a) The Employees Provident & Miscellaneous Provisions Act 1952:

- i) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.**
- ii) The contractor has to ensure compliance under EPF 1952, EPS 1995 & EDLI 1976.**
- iii) The contractor should submit copies of separate e-Challans / ECR, in respect of contract workers engaged through this contract only, with acknowledgement from PF office, on a monthly basis. Common challans would not be acceptable in UCIL .**
- iv) PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion be carried out as per provisions of EPF Scheme 1952.**

b) The Payment of Wages Act 1936:

- i) Ensure Monthly timely disbursement of Wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintained records /returns as prescribed.**
- ii) The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge.**
- iii) After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under variou**

s Labour Laws Rules, 2017) jointly with specific seal detailing name/designation/Company.

iv) The payment / disbursement is to be carried out cashless through net banking/ digital mode and certification is to be done based on Bank Statement in the same manner.

c) The Minimum Wages Act 1948 :

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

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

- i) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- ii) The contractors shall submit the Separate eChallans / ECR along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
- iii) The contractor has to arrange Smart Cards/e-Pehchan Card to contract labourers engaged by him from the Corporation.

e) The Employees Compensation Act 1923:

In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum compensation liability under Employee Compensation (i.e. EC) and Medical Policy towards medical expenses liability in lieu of ESI @ 3.25% of wages annually extending coverage to all workers.

f) The Maternity Benefit Act 1948:

In case of any woman contract worker eligible for benefit under the Act, contractor should abide by the regulation and should not remove her name from Employee Register (Form A) during the period.

g) The Payment of Bonus Act, 1965:

Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus in Form - C and Form - D under the Act to UCIL.

h) The Payment of Gratuity Act 1972:

In case of Death or disablement of a Contract worker during execution of work under the contract, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

i) Factories Act, 1948 / Shops & Establishment Act:

Casual Leave/Earned leave/Gazetted Holiday are regulated in terms of Shops and Establishment Act /Factories Act /Model or UCIL Standing Order.

j) Provision of Compensatory Off/ Overtime Wages:

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

k) Industrial Dispute Act 1947 :

The provisions under Industrial Dispute Act 1947 pertaining to Lay-Off should be observed and layoff compensation should be ensured to effected workmen.

l) Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996: (If applicable).

The provision under Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996 along with Rules 1998 with Cess Act and Rules should be ensured through Contractor exclusively for Project Works.

m) Mines Act 1952 : (If applicable)

The Provisions under the Mines Act 1952 and Rules 1955/85 must be regulated through the Contractor exclusively for work undertaken by E & P Group.

n) Contract Labour (R&A) Act, 1970 :

i) The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.

ii) The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time

iii) The Contractor shall ensure Regular and effective supervision and control of the deployed contract workers and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non- camouflaged state of the Contract.

iv) Contractor shall provide proper Bio-metric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.

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- o) The contractor shall employ labourer in sufficient number to maintain required rate of progress and quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer - Incharge. The contractor shall not employ in connection with the works any person who has not attained the age of eighteen years.**

 - p) Contractors should employ only the persons with established identity.**

 - q) Asstt. Commandant, APSPF,UCIL will issue temporary identity cards to persons actually engaged in the work and may exercise checks as considered necessary to ensure that strangers are not permitted inside the work premises. Contractors are required to surrender the identity cards on completion of job to Asstt. Commandant, APSPF,UCIL.**

 - r) APSPF control room / Contractor will not allow any inter-state labourer as a contract labour in any case.**

 - s) 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.**
- 1. The Contractor(s) firm / concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Funds & Misc. Provisions Act 1952 and extend benefits of Employees Deposit Linked Insurance, 1976 and Employee Pension Scheme 1995 . It shall be obligatory on the part of the contractor to submit a copy of EPF Registration Certificate before commencement of the work. All incidental expenses such as Administrative charges etc. etc. shall also be the contractor's liability and shall deposit these amounts on or before the prescribed dates, in respect of the personnel engaged/ deployed by him for the work of UCIL.**

 - 2. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948. The contract shall produce necessary ESIC Code before commencement of Work or workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to UCIL who are not covered under ESIC Act.**

 - 3. The contractor is required to deposit ESIC contributions through banks with Employee State Insurance Corporation on monthly basis and during their monthly bills a copy of same as proof of the payment along with the detailed status submitted to ESIC showing the name of contractor's workers and the amount remitted in the respect of such workers. The contractor is solely responsible to arrange ESIC Card/Smart Cards for the Contract workers/labours engaged by him from the ESI Corporation.**

- 4. The contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic Challan along with On Line Uploaded list for contract workers/members for the proof of remittance of Provident Fund and ESI Contributions with respective authorities for the contract workers engaged by him in UCIL while submitting monthly bills.**
- 5. 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. The Contractor shall also be liable to pay revised Minimum Wages including DA as and when notified / revised by Central Govt. or State Govt. whichever is higher.**
- 6. Unless otherwise specifically mentioned in the special condition in the contract, the contractor shall bear any upward revision in rate of Minimum wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time as its own cost during the contract period.**
- 7. The contractor shall ensure payment of Bonus to its workers/labors/employees under Payment of Bonus Act 1965, which shall in no case will be less than the minimum Bonus prescribed under the Act from time to time.**
- 8. The contractor shall be responsible for providing Leave Wages, Over Time for working extra / Compensatory holidays as prescribed time to time under Factories Act/Rules or Shops & Establishment Act .**
- 9. The contractor shall be responsible for Gratuity Payment in cases of death or permanent disablement for his workers/labours/employees deployed/engaged to UCIL during the currency of contract as per the Provisions of Payment of Gratuity Act, 1972. Nomination Form as prescribed must be kept on record and should be considered for extending benefit.**
- 10. Contractor shall be required to obtain requisite labor license (if applicable) at his own cost from the appropriate Licensing Authority i.e. ALC (C), Ministry of Labour & Employment, Govt. of India, Hyderabad, before undertaking contract work. The contractor has to submit the Half-Yearly Return [Form - XXIV] before concerned ALC (Central), the Licensing Officer within 30 days from the end of Half Year in duplicate to the Licensing authority with a copy of UCIL.**
- 11. It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary certificates/licenses/permissions from the concerned authorities as provided under the various labor legislation's including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. No work shall be allowed to start without a proper Labour License, if applicable. License should be obtained for maximum number of labors to be deployed on any one day.**
- 12. The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, Payment of Gratuity Act, 1972, Maternity Benefit Act-1961, Shops and Establishment Act ,1970, Workmen Compensation Act, Personal Injury (Company Insurance) Act, Fatal Accident Act, Family Pension and Deposit Linked Insurance Scheme, Motor Vehicles Act 1988, Motor Vehicle Rules , Industrial Dispute Act,1947 and other relevant Acts, Rules and Regulations enforced from time to time. The contractor shall be liable for all payments etc. arising out of en**

forcement of the said legislature. Further, the contractor should maintain records etc. as required under the Legislature and produce the same for inspection whenever asked for.

13. The contractor shall be solely responsible for the payment of monthly wages under the provision of The Payment of Wages Act, 1936 and other dues through e-banking system to his personnel/workers/labour deployed/engaged by him latest by 7th of the subsequent month and shall ensure that overtime wages wherever applicable has been paid to its workers. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and signed duly stamped the e-banking wage sheet/ bank statement jointly.
14. 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.
15. The Contract Labour to be engaged for the contract by the contractor / contracting firm should be on the roll of the Contractor / Contractor's firm.
16. No contract worker below the age of 18 years shall be deployed on the work and maximum age limit is to be considered as 58 Years.
17. The contractor shall be directly responsible and indemnify the UCIL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any deployed by him.
18. The contractor shall engage supervisors who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
19. Contractor shall provide proper identification cards for his labour/workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain Entry Passes from Security Dept. through Engineering- In-Charge for his labour / workers on submission of Police Verification Certificate.
20. Contractor has to deploy the personnel with no past criminal records. Also the contractor has solely responsible to provide Police Verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced immediately without assigning any reasons.
21. The contractor/contracting firm shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor/ contracting firm shall get examined his employees / persons / workers deployed through Civil Govt. Doctor before deployment and their Annual Health Check-up report should be submitted to EIC from time to time .
22. 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 / UCIL will terminate the contract immediately and may refer the case to police.
23. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further he shall ensure that none of his workers create any nuisance or indulge in anti-social criminal activities during the entire period of contract. In case, anybody i

s found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

24. In case of accident, injury and death caused to the workers / labour 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 UCIL from such liabilities.
25. The Contractor shall obtain all necessary insurance policies covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/ UCIL or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above.
26. While confirming to any of these conditions, Contractor should ensure that no applicable Act or Rules regarding labor, welfare etc., is violated. Contractor shall indemnify UCIL for any action brought against him for violation, non-compliance of any applicable Act, Rules and Regulations there under.
27. The contractor hereby agrees to indemnify owner / UCIL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/ UCIL.
28. Contractor shall indemnify UCIL against all action, suits, proceedings, claims, losses, damages etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Link Insurance Scheme", Payment of Gratuity Act, 1972 or any other act or statute not specifically mentioned herein but having any direct or indirect application for the person engaged under this Contract.
29. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of UCIL while at the site/ work. His Work/ Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/ instructions/ amendment/ rules issued time to time from the Statutory Authority and UCIL, both.
30. Contractor agrees to and does hereby accept full and exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or Local Authority and also from all claims suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the contractor, by third parties or any Central Government, State Government or Local Authority under any act or rules framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.
31. Contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by him under the contract.
32. Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rules or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

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Annexure III

Part-2: REGISTERS ARE TO BE MAINTAINED & ISSUE THE CERTIFICATES ETC. BY THE CONTRACTOR/ FIRMS

A. During the currency of the contract, the contractor has to maintain the following registers under Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 and its amended Rules prescribed under “Ease of Compliance to Maintain Register under various Labour Laws Rules, 2017” like:-

- 1. Employee Register in FORM - A**
- 2. Wage Register in FORM - B**
- 3. Register of Loan/ Recovery in FORM - C**
- 4. Attendance Register in FROM - D**
- 5. Issuance of Service Certificate in FORM - VIII**
- 6. Issuance of Employment Card in FORM - XII**
- 7. Issuance of Wage Slip in FORM XIX (19)**

B. Employee State Insurance Act, 1948 : During the currency of the contract, the contractor has to maintain register (if applicable) e.g.:

- 1. Register of Employees in FORM -6**
- 2. Accident Book in FORM -11**

C. Employees Provident Fund & Miscellaneous Provisions Act, 1952 :

- 1. Monthly return in FORM-5 for employees qualifying for membership of the PF fund**
- 2. Contribution card in FORM-4**
- 3. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM-6**
- 4. Consolidated annual contribution statement in FORM-6. Copy of same should also be given to the individual contract worker and EIC every year.**

D. The payment of Bonus Act, 1962: During the currency of the contract, the contractor has to maintain following registers :

- 1. Register showing the details of the amount of bonus due to each of the employees , the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM-C**
- 2. The Contractor shall send a return in FORM-D to the Inspector so as to reach within 30 days after expiry.**

E. Factories Act, 1948/ Shop & Establishment Act:

The contractor has to maintain the Leave with wages Register as per provision of Factories Act, 1948/ shop & Establishment Act of respective State.

F. Additional Online Returns :

The contractor has to maintain the return submitted online Portal of Government of India and submit a copy of the same to UCIL, if demanded.

G. At the time of closure of contract :

The contractor has to obtain No Objection certificate (NOC) from Personnel Department/ User Department for all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ ESI contributions, Insurance and other payments.

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Annexure -IV

Part-3: Documents to be submitted by the Agency/ contractor to Engineer In- Charge at various stages during the currency of the contract:

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

- 1. Details as required for issuance of FORM - VII (Notice of Commencement of Work)**
- 2. Application for issuance of FORM -III (Form of Certificate by Principal Employer) for obtaining**

2. **Labour License from Licensing Authority for engaging 20 or more contract workers.**
3. **Copy of FORM - VI (License) before commencement of work if 20 or more contract workers are engaged.**
4. **Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.**
5. **Copy of Employee State Insurance Registration Certificate issued by concerned ESI C / Employee Compensation Policy (wherever applicable)**

B. At the time of submission of monthly bills:

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

C. Evaluation of Bill and Release of Payment:

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

D. At the time of closure of contract:

1. **Copies of Service Certificate in FORM - VIII issued to the Contract workers**
2. **Copy of the Wage Register in FORM - B for the last month.**
3. **Copy of Employment Card in FORM - XII issued to the Contract workers.**
4. **Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers**
5. **Details as required for issuance of FORM - VII (Notice of Completion of Work)**

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

hall take appropriate action against the Contractor.

E. DOCUMENTS TO BE SUBMITTED ON ANNUAL BASIS :

1. The contractor has to carry out responsibilities as envisaged in section 36B of PF and Misc. provisions Act 1952 and submit copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in UCIL.
3. Half yearly returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.
4. Contractor is sole responsible to provide Annual EPF Statement to his contract labor/workers/employees and UCIL during the currency of the contract period.

Annexure-V

1. Estimate bid value & payment calculation:

| Monthly Basis Cab & Taxi Hiring Services - SUV; 2000 Km 24x7; Outstation 24*7 (Quantity = 1 No) | | |
|--|--|--|
| S l. N o. | Description | Total Amount (Rs) inclusive GST |
| 1 | Monthly labor cost (Per package): 3 Driver & 1 Reliever - skilled labor(s) cost incl. GST - min. wages @ 778/-w.e.f 01.04.2024 [min. basic + VDA] per day [min. basic + VDA], EPF employer contribution @ 13% of [min. basic + VDA], Min. Bonus @ 8.33% of [min. basic + VDA], Insurance @ 3.25 % = 3 driver x Rs.778/- per man-day x 30 man-day x [1+13%+8.33%+3.25%] x [1+5%] x 1 number quantity of vehicle | 89,441.97/month |
| 2 | Monthly fuel cost (Per package): Total monthly usages = 2000 km. So, Monthly Fuel cost = (2000 km ÷ 10 km(Non AC)/ liter) x Rs. 96.64 liter x 1 number quantity of vehicle x [1+5%] | 20,686/month |
| 3 | Quoted rate of Monthly Base Fare (Per package) inclusive of GST by the bidder = monthly labor cost (Per package) + monthly fuel cost (Per package) + monthly vehicle rental cost of vehicle (Per package) + GST @ 5% on total monthly package rate(Per package). | Rs..... ... X including GST |
| 4 | Hence, the sub total = Contract Duration in Months x final quoted monthly package rate incl. all & GST x Quantity. | |
| | Quote Monthly Base Fare (Per package) inclusive of GST = Chauffeur remuneration incl. EPF & min. Bonus + Fuel Expenses + Vehicle EMI/ vehicle rent cost, Entry tax (if other state registered vehicle is deployed), All maintenance expenses and overheads etc. + GST.[i.e. The price quoted shall cover all aspects of service delivery]. | |

- Note - In the above mentioned quote monthly package rate, the following component**
- (i) The above estimated monthly estimated labor cost- wages, EPF, bonus etc. and
 - (ii) The above mentioned estimated monthly fuel cost and
 - (iii) The other monthly vehicle rental cost including of vehicle rental charges/ vehicle profit, Entry tax (if other state registered vehicle is deployed), commercial tax liability comprehensive insurance, road tax, permit, other statutory levies & charges, maintenance cost, cost of spares/ consumable & lubrication cost etc. and other incidental charges for any and safety aid for employed drivers, other statutory facility etc. and
 - (iv) GST Amount.

Total Price of bid = adding all Sub-totals.

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2. Payment calculation: Monthly running bill calculation (per package):

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| 1. | Quoted/ final rate of service provider of Monthly Base Fare (Per package) inclusive of GST | Rs. X including GST |
| 2. | Monthly package rate as per contract rate for a particular wage month = | Rs. X incl. GST. |
| 3. | Less: GST value | Amount of Sl. no. 2 minus [Amount of Sl. no. 2 ÷ [1+ GST%]] |
| 4. | Less: wage component of base date on contract. (i.e. min. wage, EPF, min. bonus) | Calculated amount of monthly min. wages as bid document. |
| 5. | Less: Fuel cost on base date of contract | Amount Rs. (P × F)/N |
| 6. | Add: prevailing min. wages of particular wage month actually disbursed. | Amount Rs. Sl. no. 6 |
| 7. | Add: EPF actually disbursed as per EPFO rate | Amount Rs. Sl. no. 7 |
| 8. | Add: Min. bonus @ 8.33 % on gross min. wages | Amount Rs. Sl. no. 8 |
| 9. | Add: Compliances as per Labour Act (due to change in law or applicability), if applicable. | Amount Rs. Sl. no. 9 |
| 10. | Total run of equipment in particular month = R km | |
| 11. | Add: Fuel cost on ruling fuel rate | Amount Rs. (R × I)/N |
| 12. | Add: Additional hr. charge, if applicable | Amount Rs. Sl. no. 12 |

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| 13. | Add: Night Halt charges, if applicable | Amount Rs. Sl. no. 13 |
| 14. | Add: Parking charges, if any | Amount Rs. Sl. no. 14 |
| 15. | Less: Penalty as per contract | Amount Rs. Sl. no. 15 |
| 16 | Total = | Sl.2 - (Sl.3 + Sl.4+Sl.5) +(Sl.6+Sl.7+Sl.8 +Sl.10+Sl.11+Sl.12+Sl.13+Sl.14)-Sl.15 = Amount Rs. Sl. no. 16 |
| 17. | GST @ 5% on total in RCM | Amount Rs. Sl. no. 17 = Amount Rs. Sl. no. 16 × 5% |
| 18. | Total work done on particular month | = Amount Rs. Sl. no.16 |
| 19. | Less: S.D. if applicable | |
| 20. | Less: TDS, if applicable | |
| 21. | Less: Income tax etc. | |
| 22. | Less: other as per contract | |

So, payable amount to the service provider = total work done on particular month less S.D., TDS, Income tax etc.

Note:- Fuel charges (Diesel) will be reimbursed as per actual distance travelled calculated as per prescribed mileage.

SPECIAL CONDITIONS OF CONTRACT- SCOC

33. Prices:

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

If the works are provided by the contractor in accordance with this contract, Corporation will pay the contractor the price (awarded value); and reimburse the contractor for the approved expenses (as specified in the order/ contract), after the approved expenses have been incurred by the contractor. Corporation will not be liable to reimburse the contractor for expenses other than approved expenses, unless Corporation's prior approved written consent.

Bidders have to quote rate on GeM portal including GST applicable as on bid due date. The Contract Sum is the "price inclusive GST", i.e. inclusive of GST of quoted value and all taxes & duties and all other statutory levies applicable, including costs and expenses which may be required in and for the supply, scope of work and completion of the work described, together with all general risks, liabilities and obligations set forth or implied in the document upon which the tender is based.

The reimbursable costs as mentioned in the tender document shall be inclusive of GST, will be in extra on submission of valid required documents & valid tax invoices as per prevailing rate of GST payable in accordance with GST Act at the time of submission of invoices subjected to any additions or deductions due to variation under adjustment/ quantities clause and statutory variation/ imposition/ abolishment of taxes and duties, if applicable & pursuant to the contract.

34. Earnest Money Deposit (EMD): -

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An amount of Rs. 49,000/- (1% of estimated value) shall be deposited as Earnest Money Deposit (EMD) by way of demand draft (DD) drawn in favor of "URANIUM CORPORATION OF INDIA LIMITED" payable at PULIVENDULA Branch of State Bank of India [Pulivendula Branch Code no 0989]. E.M.D. shall not bear any interest.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

Earnest Money Deposit may be converted and adjusted into Security Deposit in the case of a successful tenderer. The earnest money of unsuccessful tenderers will be refunded on written request (in duplicate) to the Engineer-In-charge after commencement of work under this contract.

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

- (i). The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- (ii). The Tenderer resiles from his offer during the validity period.
- (iii). The tender is revoked during its validity period by the Tenderer or any other breach of the bid.
- (iv). The Tenderer increases the prices unilaterally after the opening of Part I (technical) and during the validity period of the tender.
- (v). Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- (vi). The successful Tenderer fails to submit the Performance Guarantee (Security Deposit) within the period specified, if applicable.
- (vii). The Tenderer does not accept the correction of the Bid Price, by submission of updated bid.

The EMD of the successful Tenderer to whom the contract is awarded will be returned or adjusted into Security Deposit (SD) after the said Tenderer provides the Contract Performance Guarantee/ Security Deposit (SD) and signs the Contract Agreement.

If the successful Tenderer fails to submit Contract Performance Guarantee/ Security Deposit (SD) as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the EMD/ Bid Security amount will be forfeited by the Corporation, without any notice or proof of damages etc.

35. Validity of Tender: -

Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by UCIL as 'nonresponsive'. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

If required, the Corporation may request the Tenderer to extend the "bid validity period". The request and responses thereto shall be made in writing or through GeM portal, if a tenderer accepts to extend the period of validity of bid. The tenderer accepting such request shall not modify their bid on their own. A Tenderer may refuse the request to extend the bid validity period without forfeiture of his EMD.

36. Deviation: -

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. UCIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note UCIL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. UCIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. UCIL reserves the right to raise technical and/or commercial query (s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices,

37. Award of Contract:-

The Corporation will award the Contract to the successful Tenderer, whose bid/updated bid h

as been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

38. Privilege Clause:-

The Corporation reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Corporation's action..

39. SECURITY DEPOSIT (SD):

Total amount of Security deposit shall be limited to 10 % of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:

(i). For deposit up to Rs. 5,000/- : Demand Draft payable at SBI Main Branch, IFSC Code SBIN000989, Pulivendula.

(ii). For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favor of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a) (iii).

(iii). For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond its required validity.

(iv). In addition to the above, if contractor failed to submit the security deposit, S.D. value of the work will be deducted from the 1st / subsequent Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10 % of the running account bills till the full amount of security deposit is realized/ retained by the Corporation.

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

c) REFUND OF SECURITY DEPOSIT:

Security Deposit (SD) shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition after 3 months from the date of final bill payment.

40. FORFEITURE OF SD:

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

- o In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- o If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

41. Contract Agreement:-

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

Within 30 days of issue of LOI, the successful Tenderer shall sign and date the contract and return it to the Corporation. Till the contract is signed, the LOI issued to the successful Tenderer shall remain binding amongst the two parties.

In the event of failure on the part of the successful Tenderer to sign the contract within the period specified above or any other time period specified by Corporation, UCIL reserves the right to terminate the LOI issued to the successful Tenderer and invokes the Bid Security or the Performance Security if submitted by the successful Tenderer.

42. Payment Terms:

Payment will be released after satisfactory completion of the work or event (in case of continuous supply of services) in all respect and certification by the Engineer In charge, UCIL within 30 days of submission of tax invoices(s) in original + duplicate 2 (two) copies as prescribed under rule 1 of invoices rules. Contractor shall issue tax invoice (s) after the provision of service within 30 days from the date of certification of work or event, & also mention work order no., date as well as name of work and actual date of commencement of work or event, showing the description, value, tax charges thereon and such other particulars as prescribed as per GST Act, 2017 invoice rule in their every invoice(s). Final bill will be released only after submission of Labour Report / Annual Return (in prescribed format) (in the month of January & after completion of whole work) and work completion (after completion of all obligations under the contract) letter in duplicate by the contractor.

43. Tax & Duties: -

The Contractor shall:

- (a) Pay and indemnify the Corporation against all taxes, duties, goods and services tax and duties, charges, taxes payable in connection with the carrying out of Work under Contract; and
- (b) Provide all security required under any statutory requirement as security for the payment of any duties, charges, and taxes.

44. INCOME TAX & STATUTORY LEVIES:

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Tenderer for reason of the Contract awarded, then Corporation shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The Tenderer both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

45. Insurance:-

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit 2 (two) copies of the policy & receipt (s) of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole contract period at a time for all the persons to be engaged to the Engineer-In-charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least 2 (two) days before the expiry date of the previous policy to th

e Engineer-In-charge, UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

46. Indemnity: -

Contractor will fully indemnify the corporation against all responsibility, any costs or expenses (including legal costs on an indemnity basis) and Claims of contractor's workmen in respect of personal injury or death or loss of, or damage to or interference with, any other property (whether real or personal), third party or to corporations' personnel and properties. Contractor shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. If on account of non-compliance with the provisions of any laws, Corporation is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Corporation for all such payment and Corporation shall be free to make deductions on this account from the amount of Performance Security Deposit and retention money.

47. Penalty (Liquidated Damage): -

(a) Penalty Clause 12.2 or Below clause (ii) will be applicable whichever is higher.

In case of non-availability of the vehicle due to any of the reasons stated below, the contractor has to arrange alternate vehicle with driver, failing which, the hire charges would be deducted at double the daily hire charges from the monthly R. A. Bills (Running Account Bills).

(b) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

(i) Delay attributable to UCIL / Force majeure:

| | |
|---------------------------|--|
| LD | Not Applicable |
| Taxes & Duties | Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible. |
| Price Variation | Price variation, if indicated in the Work Order/ Purchase Order, shall be applicable during such extended period. |

(ii) Delay attributable to Supplier / Contractor:

| | |
|---------------------------|---|
| LD | Applicable |
| Taxes & Duties | Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL |
| Price Variation | Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation/ reduction, if any, which takes place, shall have to be passed on to UCIL |

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

48. Variation in Price:

Unless the Clause Price Adjustment provides otherwise the rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

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49. Termination for Insolvency:

The Corporation may at any time terminate the Contract by giving written notice of four weeks to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent.

50. NOTE: - In addition to above conditions, the other terms & conditions shall be applicable as per enclosed General conditions of contract & scope of work & other terms and condition of contract under this tender document.

3. Buyer Added Bid Specific ATC

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

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The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---