

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	01-09-2022 17:00:00
<b>Bid Opening Date/Time</b>	01-09-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Item Category</b>	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes
<b>Contract Period</b>	3 Year(s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	705197
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	7052

### ePBG Detail

Advisory Bank	State Bank of India
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ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	42

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Dy. General Manager A/c Works  
 URANIUM CORPORATION OF INDIA LIMITED, PO JADUGUDA MINES, EAST SINGHBHUM JHARKHAND 832102  
 (Works Account Section)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

**Additional Qualification/Data Required**

If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.:[1660789952.pdf](#)

Please add the detailed specification of the machinery required and detailed scope of work:[1660789943.pdf](#)

**Hiring Of Earth Moving Equipments, Material Handling Equipments And Cranes ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Special Purpose Equipment	Earth Moving Equipment

Specification	Values
Type of Machinery Required	Tractor with water tanker
Manufacturing / Registration year from the date of award of contract	latest model
Fuel to be provided by Buyer	Yes
<b>Addon(s)</b>	
Transportation, Handling, and other misc. charges of the Machines	No
Extra Kms	No
Shifting of machine from Location1 to Location2 within the contract period	No

### Additional Specification Documents

### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Machines Required	Additional Requirement
1	Khomraj	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	<ul style="list-style-type: none"> <li>No. of months of contract period : 36</li> <li>Nos. of working days in a month : 30</li> <li>Nos. of working hours per day : 8</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Payment

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The following are the Eligibility criteria for this **Non-divisible Works Contract**.

1. **PAST PERFORMANCE AND PROJECT / PAST EXPERIENCE etc. CRITERIA:**

Experience of 'The bidder' having successfully execution (completion) of at least one (01) number of similar type of contract of "hiring of commercial vehicles" for minimum EIGHTEEN (18) months period to any Central / State Govt. Organization / PSU / Public Listed Company in last five (05) years ending on last date of the previous month in which

BID issued. DOCUMENTARY EVIDENCE IN SUPPORT OF PAST PERFORMANCE AND PROJECT/ PAST EXPERIENCE etc.

CRITERIA: - In support of the claim of meeting this experience/ technical criteria, bidder must submit following documentary proof in GeM portal.

- a. Copy of relevant work order/ Purchase order/ Service order clearly mentioning nature of work/ Service, various components/ Items, period and value.
- b. Copy of completion/ execution/ client certificate issued by end user/ owner clearly mentioning reference to relevant work order / Purchase order/ Service order, actual value of executed work and actual date of completion.
- c. In case the bidder has executed a contract that was completed within the period specified in criteria but its Commencement was previous to the period specified in criteria, such period of experience from the date of the period specified in criteria will only be considered.
- d. In case the bidder is executing a contract which is still running and the contract value executed till one (01) month prior to due date of bid submission is equal to or more than the minimum prescribed value(s) mentioned in the tender document, such experience will also be taken in to consideration provided that the bidder shall submit Satisfactory Work execution certificate (clearly specifying the executed value) to this effect issued by the end user/owner.
- e. FORM 16(A) has to be submitted in case of Public Listed Private Company.

2. **FINANCIAL STANDING:**

Bidder must have been an income-tax assesses, and bidder has filed at least its one (01) income-tax return during the last three years ending on 31st March of the previous financial year in which BID was issued. [e.g. FY2020-21(AY2021- 22), FY2019-20(AY2020-21), FY2018-19 (AY2019-20)]. Documents/ Documentary of filled ITRs to be provided (to be

uploaded in GeM-portal) by participating bidder to qualify/ meet the financial requirements of tender document.

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 within 50 km radius of the area of Narwapahar 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 Firmor
- ii. Landline phone number in the name of the Firmor
- 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. EPF registration copy, GSTIN copy, PAN copy must be submitted along with the bid.

5. Any bid not complying PQC requirements shall be summarily rejected.

#### 4. Buyer Added Bid Specific SLA

Text Clause(s)

### **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 No sub-contracting shall be allowed in this contract and all machine/ equipment s are to be registered for deployment of contract carriage machine/ equipment on hire to the Corporation.**

**1.4 The machine/ equipment, 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 another hired machine/ equipment of equivalent or higher specification/ model shall be provided by the contractor. The replaced machine/ equipment 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.**

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

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

**1.7 In the event of any confusion or ambiguity between GeM SLA (Service Level Agreement) conditions and UCIL's Additional Terms & Conditions (ATC), then UCIL's ATC shall supersede all GeM SLA conditions and shall be binding on the contractor.**

### **2 PERIOD OF CONTRACT:**

**2.1 Contract Duration: The contract would be for a period of 03 (Three) years 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.**

**2.2 The contractor shall place the machine/ equipment to the corporation within 30 (thirty) days of placement of L.O.I/ work order. In case, contractor fails to place the prescribed machine/ equipment within 30 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.**

**2.3 If the machine/ equipment 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.**

**2.4 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.**

**2.5 Quantity variation  $\pm 10\%$  i.e. the executed quantum of work during the contract period may be vary within these limits. The Contractor has to execute the work awarded (if any either against time extension or value Extension) up to a maximum limit of 110% of the contract value against this tender.**

### **3 SCOPE OF WORK:**

**3.1 Deployment of Machine/ equipment / Equipment type- Model & Year of Manufacturing and duty hours and number of operators & helpers: Please refer Annexure- 1: Parameter of Earth moving equipment & requirement- Scope of work.**

#### **3.2 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:**

<b>Category of contractual labour</b>	<b>Minimum Number</b>	<b>Duty hrs. per day</b>	<b>Qualification</b>
<b>Skilled -Operator</b>	<b>01+ reliever</b>	<b>08 hrs. per day &amp; 6 days in the week.</b>	<b>Valid License holder</b>

#### **4 OPERATIONAL NORMS & CONDITIONS:**

- 4.1 The contractor shall be required to deploy the machine/ equipment confirming 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.**
- 4.2 The machine/ equipment is 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.**
- 4.3 Carrying out all type of daily and other Schedule Maintenances, all type of Major or Minor repairs, fueling of machine/ equipment, Costs on account of change/ replacement of any or Spare parts, Tyres, Battery, Lubricants, maintaining of machine/ equipment as per UCIL's directive/ standards, expenditures on account of Operators 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).**
- 4.4 The machine/ equipment shall be allowed to go out for filling of fuel. For the purpose of filling fuel in the machine/ equipment tank max. 1/2 an hr will be allowed and odometer/ hrs.-m reading will be recorded in both cases e.g. when released and reported back.**
- 4.5 Operators of the machine/ equipment normally should not be changed during currency of contract. The contractor shall ensure that the operator(s) provided on machine/ equipment 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 operator(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 operator(s) from duty, the machine/ equipment (s) shall not be accepted for duty and shall be considered as machine/ equipment (s) not provided by the contractor and penalty as applicable shall be levied. Accommodations for the Operators are contractor's responsibility only.**
- 4.6 The contractor shall have to make his own arrangements for the stay of his staff including night halted at his own risk and cost and also for repairs and fueling etc. of the hired machine/ equipment (s) as per requirement. However, the corporation shall pay "night-halt charges" in case machine/ equipment (s) are deputed for 'outstation duty' and required to stay overnight.**
- 4.7 The Contractor shall display a mark "ON UCIL DUTY" on all machine/ equipment s at his cost for making the machine/ equipment**

conspicuously distinguishable from a distance. The contractor shall not display the advertisement of his or other agency on the machine/ equipment (s) hired by the Corporation.

4.8 Before and after the duty hours and on holidays, the machine/ equipment deployed for duty shall not be used for any other purpose and it shall be kept inside the plant premises.

4.9 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 rectification the kilometer for such distance/ places as verified and certified by the office/ staff traveling in the machine/ equipment shall be final and binding to the contractor for the purpose of billing etc.

4.10 The quoted rent includes Sundays and holidays in a month. Regular machine/ equipment shall be given one day off in a month for maintenance to keep the machine/ equipment in good running condition, i.e., any one Sunday subject to the convenience of the user. The machine/ equipment is allowed a maximum of 4 hour run only including to & fro per month for maintenance purpose. However, contractor has to provide suitable substitute/ replacement machine/ equipment during maintenance period. In case of failure, penalty would be made as per relevant clause of SLA.

4.11 Machine/ equipment s shall not leave duty point for any purpose without the specific permission of the user.

4.12 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.

4.13 Contractor shall ensure that his operators refrain from smoking while driving the machine/ equipment, be polite and well behaved and should not use any abusive language. Operator(s) also to ensure that no inflammable substances of any nature, from etc. should be carried by machine/ equipment 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.

4.14 Contractor will have to provide spare parts(s) in good condition with the machine/ equipment (s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

4.15 The operator should be conversant with local language preferably having knowledge of Hindi & English.

4.16 The contractor shall maintain the machine/ equipment s in absolute



**good condition. If any machine/ equipment develops defects while on duty, the contractor shall immediately replace it by a suitable substitute machine/ equipment within a period of one day or arrange satisfactory repairs. In case of failure of the contractor to repair the machine/ equipment s or to provide the substitute machine/ equipment, 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.**

**4.17 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 complain received from financial institution (or incidence of recovery during contract period), hiring of machine/ equipment shall not be considered for complete period of contract.**

## **5 MACHINE/ EQUIPMENT / EQUIPMENT DOCUMENTS:**

**5.1 The Machine/ equipment / Equipment should be fit in all respects for operations in accordance with the Motor Machine/ equipment / Equipment Act, the rules and the laws as applicable from time to time. The Machine/ equipment / Equipment(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 paidup 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/Machine/ equipment / Equipment owners exclusively. The Corporation, its officers/employees shall in no way be responsible for any lapse/default of the Machine/ equipment / Equipment owner/contractor, and the Corporation, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default. In case the Machine/ equipment / Equipment is held up by the Police/ RTO personnel for an offence against noncompliance of law, the responsibility shall be of the contractor. If the Machine/ equipment / Equipment(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 Machine/ equipment / Equipment as well as operators.**

## **6 RESPONSIBILITIES OF THE CONTRACTOR**

**6.1 Detailed responsibilities of contractor are mentioned in Annexure-III.**

**6.2 Contractor has to comply with all labour laws applicable from time to time refer Annexure-II.**

**6.3 The contractor shall maintain all records and registers applicable from time to time refer Annexure -IV.**

**6.4 Details in support of RA Bill refer Annexure-I.**

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

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

**6.7 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 operator(s)/ helper(s) of hired Machine/ equipment / Equipment 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.**

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

**6.9 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.**

**6.10 Log book maintenance: In case of not getting the logbook 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.**

## **7 ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:**

**7.1 In the event of any accident or damages while the machine/ equipment (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 machine/ equipment (s) or any personal injury to operator or any other person in the employment of the contractor, occupants of the machine/ equipment (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 machine/ equipment (s)/operator, Contractor shall reimburse on demand and without any compensation/damages if any sustained by the Corporation on this account.**

**7.2 Contractors shall be solely responsible for any consequences under law, arising out of any accident caused by the machine/ equipment (s)/equipment or the property or personnel 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 machine/ equipment (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.**

**7.3 Contractor himself will be responsible for any damage to the machine/ equipment (s) or any personal injury to operator or any other person in his employment while on duty of the Corporation.**

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

## **8 INSURANCE:**

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

**8.2 Contractor shall be responsible to submit copies of insurance cover and other Documentation in respect of machine/ equipment s deployed with the Corporation on the date of placement of machine/ equipment. Contractor shall also be responsible for renewal of such insurance covers in time.**

**8.3 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 not a part of quoted rates in financial bids, if applicable reimbursement of premium made by the Corporation to the Contractor.**

## **9 CONTRACT PRICE/ RATES: [Refer also Annexure A]**

**Contract Price = Number of Machines Required × Rate per Hr. × Nos. of working hours per day × Nos. of working days in a month × No. of months of contract period.**

- a. Number of machine/ equipment required = 1 no.**
- b. Nos. of working hour per day = 08 hours.**
- c. Nos. of working days in a month = 30 days.**
- d. Nos. of months of contract period = 36 months.**

**The Rate per hour of renting of vehicle without fuel cost and without labour cost is fixed component amount (only rental charges for hiring of vehicle per hour basis) including GST of rental charges only.**

**Important<sup>1</sup>: The Service Provider to quote their best prices per hour rate of renting the machine/ equipment only without labour cost which including compliance cost of statutory labour laws- Min. wage, EPF, Bonus etc. and without fuel cost.**

**The Service Provider to check quoted bid price on their own before authorization of quoting. Buyer will not take any responsibility in this regard.**

**Important<sup>2</sup>: The rental charge per hour of machine/ equipment shall be paid by the Corporation for 08 hr. per day as per the availability of machine/ equipment in duty of 08 hr. per day. However, for un-availability of vehicle for any reason, penalty @ 2 times of rate for non-availability period excl. GST will be deducted from the running bills as per the instruction of Engineer-in-charge.**

**Important<sup>3</sup>: Regarding labour cost reimbursement, please refer the labour cost ATC clause.**

**Important<sup>4</sup>: Regarding fuel cost reimbursement, please refer the fuel cost ATC clause.**

**Important<sup>5</sup>: Regarding GST reimbursement, please refer the GST ATC clause.**

**9.1 The quoted/ offered rates without labour & fuel cost, shall be inclusive of all expenses i.e. permit, commercial tax liability, comprehensive insurance, road tax, permit, other statutory levis & 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.& uniform etc. and also inclusive of GST other than GST on reimbursable costs.**

**Reimbursable Cost are Fuel cost and wages of driver(s)/ helper(s) i.e., min. wages, EPF,**

min. bonus as per bid terms & condition mentioned in the bid documents.

**Important:** The quoted price should be inclusive of GST of quoted portion. 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.

**9.2 Fuel Cost (Reimbursable cost):**Cost of fuel shall be payable on reimbursement basis by calculation on the number of actual hours of operation as signed in the log book multiplied by 03 liters with unit cost of fuel. For example, if the Tractor has run for say 80 hours, then the amount for fuel to be paid @ 3 liter per hr. X 80 hr. X ruling price of fuel per liter. Apart from this no other amount whatsoever is payable. The ruling price of 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 fuel station nearby to the Corporation location and take the receipt of same for claim of fuel ruling price for fuel cost payment.

<b>Equipment Make &amp; Brand</b>	<b>Approved Diesel Consumption</b>
Tractor (M&M, 35HP, 275 DI) with water tanker (3000 ltrs. Capacity)	03 litres/ hour

**9.3 RATES FOR NIGHT HALTS:**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 and also for repairs and fueling, etc. of the hired Machine/ equipment / Equipment(s) as per requirement. However, the Corporation shall pay night halt charges in case Machine/ equipment / Equipment(s) are deputed for 'outstation duty' and required to stay overnight. A night halt charge amount of Rs.300/- would be paid by Corporation to the contractor, when operator directly get amounting to Rs.300/- from the contractor. (Substantial proof shall be submitted by the contractor otherwise eligible will not be paid).

**9.4 GST:**In view of fuel & labour cost reimbursement, and avoiding GST mismatched in service/ work contract, 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 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 payable.

**Important-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.

## **10 ESCALATION/ DE-ESCALATION:**

**10.1** The Corporation will reimburse labour cost on actual attendance per shift of 8 hour as per prevailing min. wage rate during the contractual period, in relating to variation in wages.

**10.2** 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 operator of hired machine/ equipment 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 labour cost is not included in financial bids and the same may be claimed for reimbursement on submission of proof thereof.

Reimbursement of actual disbursement of wages and other statutory Compliances contributions wages will be done by UCIL to the contractor in subsequent month on submission acquaintance against disbursement of wages in deployed operator's bank account duly signed by operator 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 then or the modifications there of or any other laws relating thereto and the rule, 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. Base date of min. wages shall be considered as on the last date of submission of price bid.

**10.3 No other claim whatsoever will be considered for increasing the monthly charges of the Machine/ equipment / Equipments during the period of agreement/extended period entered on the basis of this calculation.**

**10.4 Contractors shall submit the actual bills in original issued by Fuel out-lets and shall claim the fuel cost reimbursement along with his regular bills.**

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

## **11 PENALTY/RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE SERVICE PROVIDER**

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

**11.2 PENALTY: In case of non-availability of the machine/ equipment 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.**

**11.3 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.

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

## 12 PAYMENT CALCULATION:

1.	Quoted/ final Rate of service provider of per hour of renting of machines along with other taxes & duties incl. GST but excluding Fuel and Labour Cost & its GST.	<b>Rs. X per hour incl. GST</b>
2.	Sum of total rental amount for a particular month =	<b>Rs. X per hour incl. GST × nos. of hours run in the particular month (Y hours)</b>
3.	Less: GST value	(-) Amount of Sl. no. 2 ÷ 1.18
4.	Add: prevailing min. wages of particular wage month actually disbursed as per attendance in 8 hr. shift.	Amount Rs. A
5.	EPF actually disbursed as per EPFO rate	Amount Rs. B
6.	Min. bonus @ 8.33 % on gross min. wages	Amount Rs. C
7.	Total run of equipment in particular month =	<b>Z hours</b>
8.	<b>Fuel cost = Z hour x 3 liter per hr. x prevailing rate of fuel on end date of particular month.</b>	<b>Amount Rs. D</b>
9.	<b>Less:</b> Penalty as per contract	(-) Amount Rs. E
10.	<b>Total =</b>	<b>Sl.2 + Sl.3 + Sl.4+Sl.5+Sl.6+Sl.7+Sl. 8 +Sl.9 = Amount Rs. F</b>
11.	<b>Add: GST @ 18% on total</b>	<b>Amount Rs. G = Amount Rs. F × 18%</b>
12.	<b>Total work done on particular month</b>	<b>= Amount Rs. F + Amount Rs. G</b>



13	Less: S.D. if applicable	
14.	Less: TDS, if applicable	
15.	Less: Income tax etc	

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

### **13 BILLING AND PAYMENT:**

**13.1 Contractors shall submit bills duly certified by designated officers of UCIL in respect of the service (machine/ equipment 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 logbooks. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The complete in all respects will be processed and paid within 30 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 30 working 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 the 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: Works (A/c) UCIL, Narwapahar shall be the paying authority.**

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

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**