

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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**BID SPECIFIC ATC**

**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.
- 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 another 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) 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 Jaduguda, East Singhbhum Jharkhand.
- 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.

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- 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/ Equipment: As per specifications given hereunder: Please refer Annexure- 1: Parameter of Earth moving equipment & requirement- Scope of work.**

**3 PERIOD OF CONTRACT:**

- 3.1 **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.
- 3.2 The contractor shall place the vehicle to the corporation within 45 (forty-five) of placement of L.O./ work order. In case, contractor fails to place the prescribed vehicle within 45 days from the date of L.O./ 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./ 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.

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**4 SCOPE OF WORK:**

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

- 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:

Category of contractual labour	Minimum Number	Duty hrs. per day	Qualification
Skilled –Driver/ Operator	01+ reliever	08 hrs. per day & 6 days in the week.	Valid License holder
Unskilled –helper/ khalasi/ cleaner	01+ reliever	08 hrs. per day & 6 days in the week.	Not required

- 4.3 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.

- 4.4 The scope of work under this contract shall consist and comprise of the following: -  
**Please also refer Annexure- 1: Parameter of Earth moving equipment & requirement- Scope of work.**

- The contractor has to engage valid license holder, competent, disciplined & physically fit drivers on water tanker. The driver shall always keep driving license with him while on duty & shall provide the same on demand by Mine Manager/ authorized officer.
  - The contractor shall ensure that the water tanker is to be always maintained in good condition & should be deployed in clean & tidy condition with proper housekeeping.
  - The time schedule as indicated is tentative & the company in its sole discretion reserve the right to alter the same without giving any notice.
- 4.5 Vehicle/ Equipment (s) to be provided with all other major components/ accessories, safety gear, good seats, glasses, tyres & stepney etc. The Vehicle/ Equipment should be in excellent condition.
- 4.6 UCIL has the right to inspect the Vehicle/ Equipment(s) in details before any further processing and if the quality is not good, the Vehicle/ Equipment would be rejected without assigning any reason whatsoever, such Vehicle/ Equipment(s) has to be discontinued and replaced by similar or better specifications Vehicle/ Equipment(s) till the end of the contract period or extended period. UCIL is the sole authority to decide on the quality of the Vehicle/ Equipment.
- 4.7 The Vehicle/ Equipments 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/ Equipment(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 Vehicle/ Equipments. UCIL reserves the right to use its own Vehicle/ Equipment(s) and equipment at its own convenience and discretion for the works during the currency of the Contract.
- 4.9 Vehicle/ Equipment(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 Vehicle/ Equipments. Vehicle/ Equipments should have valid permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

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- 4.10 The Contractor shall ensure that Vehicle/ Equipment(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 Vehicle/ Equipments are given “one (01) day’s off in a week” and provide alternate driver for the day.
- 4.12 For all Vehicle/ Equipments shall be with fuel type as mentioned in the above table.

**5 OPERATIONAL NORMS & CONDITIONS:**

- 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 UCIL'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/ outstation 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 Drivers of the vehicles normally should not be changed during currency 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 halted 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.

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- 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 rectification the kilometer for such distance/ places as verified and certified by the office/ 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/ replacement 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 complain 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/ EQUIPMENT DOCUMENTS:**

- 6.1 The Vehicle/ Equipments should be fit in all respects for operations in accordance with the Motor Vehicle/ Equipment Act, the rules and the laws as applicable from time to time. The Vehicle/ 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 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/ Equipment owners exclusively. The Corporation, its officers/ employees shall in no way be responsible for any lapse/ default of the Vehicle/ Equipment owner/ contractor, and the Corporation, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default. In

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case the Vehicle/ 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 Vehicle/ 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 Vehicle/ Equipment as well as operators.

**7 RESPONSIBILITIES OF THE CONTRACTOR**

- 7.1 Detailed responsibilities of contractor are mentioned in Annexure-III.
- 7.2 Contractor has to comply with all labour 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 –IV.
- 7.4 Details in support of RA Bill refer Annexure-I.
- 7.5 The successful contractor is required to submit indemnity & agreement as per UCIL's format.
- 7.6 The successful contractor is required to submit an undertaking form the deployed contractual labour as per UCIL's format.
- 7.7 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 driver(s)/ helper(s) of hired Vehicle/ 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.
- 7.8 **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.
- 7.9 **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.
- 7.10 **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.

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

**10 RATES: [Refer also Annexure V- estimate basis]**

- 10.1 **Quoted rate of service provider:** The rates, offered shall be inclusive of all expenses with-out the cost of fuel i.e. **wages of driver(s)/ helper(s)/ cleaner i.e. Salary, bonus, uniform etc.** 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. including GST on quoted rate but excluding GST for reimbursable fuel cost.
- 10.2 **Fuel Cost:** Cost of diesel shall be payable on reimbursement basis by calculation on the number of actual hours of operation multiplied by 3 liter with cost of diesel as signed in the log book. For example if the Tractor has run for say 10 hours then the amount for diesel to be paid @ 3 liter per hr. x 10 hr. x Rs. xx.xx. Apart from this no other amount whatsoever is payable. The ruling price of diesel per liter as on the last working day of calendar month will be taken in to consideration for the payment of the fuel cost. UCIL- Corporation will reimburse the cost of Diesel calculated as per fixed max. fuel requirement, based on actual running km in odometer as per payment terms on submission of bill.

**Fixed max. Fuel required per hour = 3 liters of diesel consumption per hour of operation for the tractor.**

- 10.3 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 Vehicle/ Equipment(s) as per requirement. **However, the Corporation shall pay night halt charges in case Vehicle/ Equipment(s) are deputed for 'outstation duty' and required to stay overnight.** A night halt

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charge amount of Rs.300/- would be paid by Corporation to the contractor, when driver directly get amounting to Rs.300/- from the contractor. (Substantial proof shall be submitted by the contractor otherwise eligible will not be paid).

- 10.4 **GST:** *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.***

**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 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.

- 11.3 No other claim whatsoever will be considered for increasing the monthly charges of the Vehicle/ Equipments during the period of agreement/ extended period entered on the basis of this calculation.
- 11.4 Contractors shall submit the actual bills in original issued by Diesel out-lets and shall claim the fuel cost reimbursement along with his regular bills.
- 11.5 The diesel rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

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



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- 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.

**Penalty for non – availability**

$$= 2 \times \left[ \frac{\text{Monthly package cost}}{\text{no. of hours in monthly package}} \right] \times 0.2 \times \text{period of non – availability.}$$

- 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 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 15 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, Jaduguda 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.**

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**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		
Sl. No.	Wage components	Rates
1.	Minimum wage/ UCIL notified rate <b>(Included in monthly package cost)</b>	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.
2.	Employees' Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges. <b>(Included in monthly package cost)</b>	The rates notified by Appropriate Government under the EPF & MP Act, 1952 for contribution and administration of (i) EPF Scheme, 1952 (ii) EPS, 1995 and (iii) EDLI Scheme, 1976 prevailing on the day and subsequent amendment if any.
3.	Employees' State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923. <b>(Reimbursable, if applicable )</b>	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.  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.
4.	Bonus. <b>(Included in monthly package cost)</b>	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.
5.	Death Gratuity. <b>(Included in monthly package cost)</b>	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.
7.	Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities) <b>(Included in monthly package cost)</b>	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.
8.	Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable. <b>(Included in monthly package cost)</b>	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.

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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 various 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 labours 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:**

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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.

**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) Dy. Commandant, CISF,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 Dy. Commandment, CISF, UCIL.**

**r) CISF 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.**

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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/labours/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 labour license ( if applicable ) at his own cost from the appropriate Licensing Authority i.e. ALC (C), Ministry of Labour & Employment, Govt. of India, **Chaibasa**, 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 labour 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.

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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12. The contractor shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & Miscellaneous Provision 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 enforcement of the said legislature. Further, the contractor should maintain records etc. as required under the Legislature and produce the same for inspection whenever asked for.
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 deputed 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 is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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 thereunder.
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.

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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 FORM – 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.



**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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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 ESIC / 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 authorised 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 eChallan/ 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 shall 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 labour/workers/employees and UCIL during the currency of the contract period.

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

**Annexure V**

**1. Estimate basis :**

- a) Rental of machine including labour cost including compliance cost of statutory labour laws- Min. wage, EPF, Bonus etc. on min. 8 hr. per day for complete shift = **Rs. X per hour quoted by the service provider including GST. (please refer sl. No.3)**

**Here, Rs. X per hour incl. GST = labour rate per hr. incl. GST + machine rate per hr. incl. GST.**

- b) In GeM fuel provided by the Buyer. However in UCIL, Cost of fuel – **reimbursable @ Y liter per hour basis on by the buyer. (Important: As per UCIL procedure, UCIL not directly filling diesel from owned filling station to the contractor's machine, only cost of diesel will be reimbursable including applicable GST).**
- c) So, in view of above **sl. No. c**, & avoiding GST mismatched, The UCIL shall pay on reimbursement basis to the total applicable GST @ prevailing rate as per GST rule on total transaction value **after deduction of GST amount** from the amount mentioned in the contract (i.e. price actually paid to the service provider) except GST on penalty, interest, non-related expenses and applicable GST on forfeiture of SD/ retention money/ EMD etc.

**Estimation Calculation:**

**2. Estimated Monthly Diesel cost: (Reimbursable Cost)**

- a. Distance from Bagjata to Mosaboni including collection and distributing & spreading water = **10 km per trip & distance covered by tractor in 1 hr. of time = 10 km approximately. So, 1 trip time = 1 hr. approximately.**
- b. No. of trips in each/ per day = **6 trips.**
- c. So, daily running hrs. of tractor = (a) x (b) = 1 hr. per trip x 6 trip per day = **6 hr. per day**
- d. Total monthly usages = 6 hr. per day x 30 working days  
= 180 hrs. per month.
- e. Average mileage of tractor = 0.33 hr. per liter or 3 liter per hr.

So, Monthly Diesel cost = (180 hrs. ÷ 0.33 hr. / liter) x Rs.86 per liter = approximate Rs.46,440=00/- excluding GST. & GST = **Rs.46,440=00 x 18% = Rs.8,359=00**

**So, monthly diesel cost including GST = Rs.54,799=00**

**3. Estimates rate of per hour of renting the machine along with manpower, other taxes & duties including GST.**

- a) Estimated Monthly Labour cost: (Min. wage rates applicable with effect from 01-04-2021)  
Calculation based on the requirement of manpower resources on 8 hours per day duty requirement.

	Cost of Monthly wages [min. basic + VDA]	Cost of Monthly EPF employer contribution @ 13% of min. basic + VDA	Cost of Monthly Min. Bonus @ 8.33% of min. basic + VDA.
Tractor driver 1 no. - skilled labour cost	Rs.645 per day x 30 days = Rs.19,350	13% x Rs.19,350 = Rs.2,515.50	8.33% x Rs.19,350 = Rs.1,611.86
Helper 1 no. – unskilled labour cost	Rs.431 per day x 30 days = Rs.12,930	13% x Rs.12,930 = Rs.1,680.90	8.33% x Rs.12,930 = Rs.1,077.07
Total =	Rs.32,280	Rs.4,196.4	Rs.2,688.93

Total monthly labour cost = approximate Rs.39,165=33/- excluding GST. ----- **(B)**

Calculating per hour labour rate excluding GST as per GeM service level agreement excluding GST = (Rs. 39,165=33 ÷ 30 days) ÷ 8 hrs. per day = **Rs.163=19 per hour excl. GST. GST = 18% on rate.**

**So, per hour labour rate = Rs.192=56 per hour including GST.**

- b) **The estimate rate of per hour of renting of machines along with manpower resources other taxes & duties excluding GST = Rs.192=56 per hour including GST + machine rate per hr. incl. GST.**  
**= Rs. X per hour incl. GST (please refer sl. no.1. (a) above)**

**4. Payment clause based on above rent estimated.**

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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**a. 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.

Reimbursement of actual disbursement of wages and other statutory Compliances contributions **after deduction of wage components i.e. min. wages, Employee share of EPF 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 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. Base date of min. wages shall be considered as on the last date of submission of price bid."

**b. 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 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*

**5. Payment calculation:**

**Monthly running bill**

1.	Quoted/ final Rate of service provider of per hour of renting of machines along with manpower resources other taxes & duties incl. GST	<b>Rs. X per hour incl. GST</b>
2.	Sum of total as per contract rate for a wage month =	<b>Rs. X per hour incl. GST × 8 hr per day × no. of days in the month.</b>
3.	Less: GST value	<b>(-) Amount of Sl. no. 2 ÷ 1.18</b>
4.	Less: wage component of base date on contract. (i.e. min. wage, epf, min. bonus)	<b>(-) Rs.39,165=33 or calculated amount above with min. wages as on last date submission of price bid.</b>
5.	Add: prevailing min. wages of particular wage month actually disbursed	<b>Amount Rs. A</b>
6.	EPF actually disbursed as per EPFO rate	<b>Amount Rs. B</b>
7.	Min. bonus @ 8.33 % on gross min. wages	<b>Amount Rs. C</b>
8.	Total run of equipment in particular month = <b>Z hours</b>	
9.	<b>Diesel cost = Z hour x 3 liter per hr. x prevailing rate of diesel on end date of particular month.</b>	<b>Amount Rs. D</b>
10.	Less: Penalty as per contract	<b>(-) Amount Rs. E</b>
11.	<b>Total =</b>	<b>Sl.2 - Sl.3 - Sl.4+Sl.5+Sl.6+Sl.7+Sl.8 +Sl.9 – Sl.10 = Amount Rs. F</b>
12.	<b>Add: GST @ 18% on total</b>	<b>Amount Rs. G = Amount Rs. F × 18%</b>
13.	<b>Total work done on particular month</b>	<b>= Amount Rs. F + Amount Rs. G</b>
14.	Less: S.D. if applicable	
15.	Less: TDS, if applicable	
16.	Less: Income tax etc	

**BID SPECIFIC ATC : Hiring of 1no. tractor & 1no. tripping trailer and 1 no. water tanker as per GeM service level agreement for 8hr. shift daily under service category- hiring of earth moving equipment for UCIL**

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