

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687759023365

Contract Generated Date | अनुबंध तिथि: 11-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4213276](#)

Organisation Details संगठन विवरण		Buyer Details खरीदार विवरण	
Type प्ररूप :	Central PSU	Designation पद :	CMEandM
Ministry मंत्रालय :	Ministry of Coal	Contact No. संपर्क नंबर :	07172-253322-
Department विभाग :	Materials Management	Email ID ईमेल आईडी :	gsurajbabu@coalindia.in
Organisation Name संगठन का नाम :	Western Coalfields Ltd	GSTIN जीएसटीआईएन :	-
Office Zone कार्यालय क्षेत्र :	Western Coalfields Limited / Nagpur	Address पता :	Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India

Financial Approval Detail वित्तीय स्वीकृति विवरण		Paying Authority Details भुगतान प्राधिकरण विवरण	
IFD Concurrence आईएफडी सहमति :	No	Role:	PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम:	Area General Manager	Payment Mode भुगतान का तरीका:	Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम :	Area Finance Manager	Designation पद :	Manager Fin
		Email ID ईमेल आईडी :	vr.mannidi@coalindia.in
		GSTIN जीएसटीआईएन :	27AAACW1578L1ZW
		Address पता:	Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : - Email ID ईमेल आईडी : mkmeena846@coalindia.in GSTIN जीएसटीआईएन : - Address पता : Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	Custom Bid for Services - Hiring 01 Manpower BusStaff Bus 32 plus 1 seater on 24 HRS 2 drivers and 2 conductors 100 km per day with 07 kmpl offered or ownership of vehicle should not be older than 3 years from date of 1 st REG RTO as on bid opening d..

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी :	PYFW220007714867
Company Name कंपनी का नाम :	JYOTI CONTRACTOR & TRANSPORT
Contact No. संपर्क नंबर :	09422838064
Email ID ईमेल आईडी :	wamandahule@gmail.com
Address पता :	WARD NO 6,WAMAN DAHULE,NEAR JANTA COLLEGE,GHUGUS, Chandrapur, MAHARASHTRA-442505, -
MSME verified एमएसएमई सत्यापित :	Yes
MSME Registration number एमएसएमई पंजीकरण संख्या :	UDYAM-MH-08-0007822
MSE Social Category एमएसई सामाजिक श्रेणी :	General
MSE Gender एमएसई लिंग श्रेणी :	Female
GSTIN जीएसटीआईएन:	27DDDPD8774B1ZL

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

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम) : 13-Feb-2024 Service End Date | सेवा समाप्ति तिथि : 12-Feb-2026

Category Name | श्रेणी नाम : Custom Bid for Services

Billing Cycle बिलिंग चक्र : monthly			
Description विवरण		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring 01 Manpower BusStaff Bus 32 plus 1 seater on 24 HRS 2 drivers and 2 conductors 100 km per day with 07 kmpl offered or ownership of vehicle should not be older than 3 years from date of 1 st REG RTO as on bid opening date	1	4188922.5
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

Total Amount (Formula) कुल राशि (₹) : (1*Lumpsum Cost of Service in totality)	
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	4188922.5
Total Addon Value कुल एडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	4188922.5
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	4188922.5
Price Break up offered मूल्य विभाजन की पेशकश की : Price Break up offered Document link प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक	
SLA Details एसएलए विवरण	
<p>Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none">General Terms and Conditions for Goods and Services;Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document , <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none">Provide clear reference to service ownership, accountability, roles and/or responsibilities of both partiesPresent a clear, concise and measurable description of service offered to the buyerEstablish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specifiedTo ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasonsThe agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none">Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none">"Detailed" specification of requirements is extremely critical - please ensure that even standard assumptions on scope of work are laid down and described .Make sure that specifications are endorsed by key stakeholders .Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .The scope of work should mention what the outcome is based upon - time or material?A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT" <p>Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p>Price Variation Clause:</p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>	
Additional Required Data/Document(s) : Buyer अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार	
1. Scope of Work : click here	

2. GEM Availability Report (GAR) : [click here](#)
3. Payment Terms : [click here](#)
4. Service Level Agreement (SLA) : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)

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

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	ICICI
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	5.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

WCL WARDHA VALLEY AREA

payable at

State Bank of India AC No: 11014449824; IFS Code:SBIN0000346; SBI Kasturbha Road Chandrapur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

WCL WARDHA VALLEY AREA

payable at

State Bank of India AC No: 11014449824; IFS Code:SBIN0000346; SBI Kasturbha Road Chandrapur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The documents uploaded should be clear and legible. Conditional offers will not be accepted.
2. The rate should be quoted inclusive of all incidental charges to be paid to the Government authorities, wages of the Drivers crew and maintenance charges, lubricant, etc. Vocational Training and Initial Medical charges for drivers shall be paid by the bidder.
3. The Drivers should be an authorized License holder to drive the vehicle as per RTO NORMS.
4. Hired vehicle shall be parked as per instructions of controlling officer.
5. No Diesel/Lubricant shall be issued from our Company. Cost of Diesel would be reimbursed on monthly basis. As per Standard average/millage of NIT.
6. Preference will be given to Land owners of WCL, Chandrapur Area.
7. The rates to be quoted separately for each job. Evaluation of lowest bidder for each job shall be on the basis of individual job value.
8. Bidder should ensure that Hiring charges inclusive of Govt. Minimum wages, PF 13%, and 8.33% bonus on basic or as per government rules and regulations etc.
9. Extension period of existing contract against the same Surveyed off vehicle will be deducted / adjusted from the new contract.
10. The vehicle offered / ownership of vehicle should not be older than 3 years from the date of first registration (RTO) as on the date of opening of bid.
11. Commencement of work: - Within 10 days from the date of issue of Letter of Intent/Work Order, whichever is earlier.
12. Validity period of rates quoted is 120 days from the date of opening of the tender price bid or revised price

ce bid.

13. The Performance Security (first part of Security deposit) should be 5 % of annualized value of contract amount and should be submitted within 28 days of issue of LOA whichever is earlier. (As per the mail received GM (CMC), CIL).
14. All running on account bills shall be paid at 95%. The balance 5% shall be treated as retention money and will be second part of Security deposit.
15. The EMD/ Bid security deposited by Successful bidder shall be returned after submission of performance security. The Earnest Money/ bid security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.
16. Copy of PAN card, GST registration certificate, work order copies / experience certificate, firm registration/ partnership deed & power of Attorney in case of firm & vehicle RTO papers etc. to be uploaded online in single pdf format.
17. Only trained manpower at WCL, VTC shall be engaged on the job.
18. In the case of Vehicle deployment in Mine premises, drivers of deployed vehicles should be undergoing vocational training & Initial Medical Examination before deployment in Mine premises as per Mines Act.
19. Any circular / guidelines issued by State / Central Govt. and High Court / Supreme Court to be complied if any.
20. PAPs can also participate in this tender as per Instructions in NIT in GeM portal only.
21. Bidder should read NIT carefully for Earnest Money, Performance Security and Additional Performance Security Deposit as per details given in the NIT.
22. The bidder should be in a position to provide minimum 100% of a tendered requirement of each category of vehicle(s) for which this bid has been issued. Tendered "quantity / requirement" for item wise format of BOQ shall be considered as the quantity indicated against "each tendered item" in the NIT. (Bidder should carefully read regarding the amended clause 7(v) of standard NIT for hiring of vehicle vide Letter Ref. No. NGP/WCL/E&M/WGM/2022/4997 Dtd.05.12.2022.)
23. Bidder should read complete Tender document attached herewith before uploading the bid.
24. Hired vehicle should be deployed as per the Maharashtra State RTO rules and regulations and necessary permit and other statutory requirement as per RTO norms shall be provided during the deployment of hired vehicle in emergency for outstation duty in other state.
25. Bidder has to quote rate as per GeM interface i.e. Total value per Job. (Lumpsum Cost of Service in totality)
26. Bidders offer will be rejected if the Price Break up is Uploaded/disclosed in the Technical Bid/Documents. (Applicable for II cover bid only)
27. If the number of Bids received online is found to be less than three on the end date of bid submission then the bid submission end date and Bid opening date will be extended for a period of four days.(manually On GeM Portal, based on CMC mining guidelines)

SPECIAL TERMS & CONDITIONS FOR HIRING OF VEHICLE

1. Engagement: The vehicles shall be used for official work for 24 hours and have to travel anywhere, without any restriction on kilometer run per day and / or per month, in entire Maharashtra and M.P., (Mine premises, city, outstation duties) as per requirement, including Sundays and Holidays and have to be stationed at the office or premises or the place as directed by the controlling authority or his representative. General duty pattern (a) mostly 12 hours of extended single shift per day / or (b) 2 shifts of 8 hours each per day and / or 3 shifts of 8 Hr. per day.. Average run of the vehicle will be as per requirement of the company's work.
2. Requirement of additional vehicles: The current requirement is based on the present work in hand. However, the number of vehicle(s) may be subsequently increased or reduced up to 10% (next rounded off) of the ordered numbers of total vehicles, depending on the emergent need of the Company, but with due approval of competent authority. Therefore, the Company reserves the right for requisition of additional similar vehicle(s), as and when required, at the same rates and terms and conditions after competent approval. All payment will be made on pro-rata basis of actual days of deployment of such additional vehicle(s)
3. Possession of the vehicle(s): The vehicle(s) and driver(s) shall be exclusively placed under the control of controlling officer/ or his authorized representative and it shall not be moved elsewhere without permission of the concerned controlling Officer.
4. Proper Log book: Proper Log Book shall be maintained by the driver regarding odometer readings, in & out time, running K.M. duly counter signed by the controlling authority / user of the vehicle. The Log Book has to be maintained for each vehicle separately.
5. Provision of Driver: The contractor will provide the vehicle(s) along with driver(s) possessing a valid driving license. The driver should be experienced, skilled, literate, courteous, well behaved and a man of character. The driver should not be under influence of alcohol or any type of intoxication or drugs whatsoever. While driving he should keep his mobile phone in silent/vibration mode. The driver shall report to duty as per the requirements of the Company. The contractor has to follow the labour laws/ relevant laws in regard to weekly off, wages, etc. to the Driver. If behavior of the driver(s) is (are) not satisfactory, Officer-in-Charge shall have the right to ask the contractor to replace the concerned driver within 48 hours. The drivers shall be provided with uniform and adequate money to meet the expenses during the period of journey, by the contractor. Accommodation/social need for the driver is to be arranged by the contractor.
6. Replacement of vehicle(s): The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
 1. In case the contractor is a proprietor/ Travel Agency/JV firm/Partnership firm: the contractor may deploy any other vehicle(s) of same class of the same or lower age than the originally offered vehicle(s) after taking approval from competent authority with valid reasons. However, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle(s) is (are) not accepted by the department then the bidder has to deploy the originally offered vehicle(s).
 7. Maintenance /Repair of vehicle: The contractor shall at his own cost, arrange for all materials, manpower, spare, tools, tackles etc. and regular checking / maintenance / repair of the vehicle and keep it in good and safe condition at all time. During the period of vehicle maintenance and/or repairs, diesel and/or engine oil will not be provided by the Company in any case. For the routine repair and maintenance of the vehicle, one day off in a month for each vehicle may be provided as per the convenience of the company.
 8. In case of breakdown: The contractor shall provide replacement vehicle(s) immediately (within 12 hours) after receiving breakdown information of the engaged vehicle of any nature at any place of working. No payment of hiring charges shall be made if vehicle is not provided for that particular period and in the event of such happenings, it shall be binding for the contractor to provide substitute vehicle of equivalent capacity for the break down period, in good condition and with requisite documents.

9. **Penalty:**
 - 9.1 In case the contractor fails to provide a vehicle for a particular period(s)/runs the vehicle without valid RTO permit, RTO Registration, Comprehensive Insurance of Vehicle, Valid Driver License and Fitness Certificate, he will not get the hiring charges for that period and additional penalty of Hiring charges on hourly basis (pro rata on daily hiring charges) will be deducted from his bill for the period of absence from duties.
 - 9.2 In the event of the contractor failing to provide the vehicle(s) on time and the company going in for hiring of another vehicle(s) from outside agency to adhere to the time schedule of the Company's work, the difference in amount to be paid to the outside agency and that of the contractor under the hiring contract, will be deducted from the bill(s) submitted by the contractor. But if such expenses incurred by the department are less, the difference shall not be paid to the contractor. This will be in addition to penalty deducted under clause 9.1 above.
 - 9.3 If the Company suffers any loss on account of damage to its property, due to any failure on the part of contractor or due to any act or omission or commission on the part of his representative/employees or from the vehicle of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill/security deposit. The decision of the company in this regard shall be final and binding to the contractor.
 10. **Compensation, in case of accident:** The Company shall not be responsible for payment of any claim or compensation of any kind to the Contractor, its driver or any other third person/party/agency against claim or compensation of any nature whatsoever, arising out of any accident or any other unlawful act of the driver and due to fitness of the vehicle(s). The party shall be exclusively responsible for such payments of compensation, if any.
 11. **Compliance with statutory provisions:** The contractor shall familiarize himself and fully comply with the provision of all the Acts/Rules/Regulation/By-Laws and orders of the Local authorities/Municipality/State Govt./Central Govt./DTO/RTO applicable to the worker, Mines Act, Payment of Wages Act, Motor vehicle Act, Workmen's compensation Act etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim/dispute, etc. arising out of the same. Whenever the Company asks for documents related to labour laws to contractor, or other related documents, the contractor shall provide it to the Company in reasonable time.
 12. **Payment & Reimbursement:**
 - 12.1 Payment will be made on monthly basis after certification of bills along with documents such as copy of valid RTO permit, labour certification, copy of log book & diesel reimbursement and depending upon no. of days and availability of vehicle within 21 days after submission of bills.
 - 12.2 Entry Tax/Border Tax/Temporary Permit/Toll Tax /Parking Charges, if any, within the station / out-station / other States, when the vehicle runs for official work, will be reimbursed by the Company subject to the production of documentary evidence, duly signed by the controlling officer.
 - 12.3 All other charges (including GST) to run the vehicle have to be borne by the contractor.
 - 12.4 There shall be no increase in the contract rate of the vehicle(s) during the entire period of the contract.
 - 12.5 For reimbursement of Diesel cost, the average diesel rate for the whole month will be applicable as per rate of diesel at nearest fuel station.
 - 12.6 EV Charging charges for Out station/Other station will be reimbursed by the Company subject to the production of documentary evidence, duly signed by the controlling officer.
 13. **Night Halting charges:** O.T. and Night Halt charges will not be paid for Mine premises. However, for outstation duties only night halt charges will be applicable @Rs. 100/ Night.
 14. In the case of Vehicle deployment in Mine premises, drivers of deployed vehicles should be undergoing vocational training & Initial Medical Examination before deployment in Mine premises as per Mines Act.
 15. **Validity of Contract :** The vehicle hiring period will be as per Company's requirements, subject to a maximum of 24 months and for E vehicle 36 months..
 16. **Termination of Contract:**
 - a) In case the performance of the party during any time of the contract period is found unsatisfactory, the company may terminate the contract by giving one month's advance notice.
 - b) Contract shall be closed if the company decides to purchase the vehicle(s) as per any office order / office memorandum from Coal India Limited.
 17. The Contractor will deploy sufficient no. of vehicles, drivers and the supervisory personnel required for execution of the work.
 18. **Liability of the Company:** In no case the Company shall be liable to any other charges or expenses other than the hiring charges, Reimbursement of actual Diesel charges and statutory taxes.
 - a) The Company, in no way, shall be liable for safety and loss of employee/vehicle(s) of the contractor.
 - b) The company shall have no responsibility regarding the appointment of staff / employees by the contractor for execution of the work and no obligations or liability will be borne by the company in case of death / permanent disability etc/ disputes between the contractor and his employed staff.
 19. **Agreement:** The contractor will have to enter into an Agreement with Competent Authority of respective Areas/ HQ of WCL (Company) on a non-judicial paper of Rs. 500.00 (Rupees Five Hundred only) within one month from the commencement of work.
 20. **Deployment / providing of hired vehicle:** The Contractor will have to submit copy of following documents along with original to the officer -in-charge before deployment of vehicle.
 - a) RTO Registration of Vehicle
 - b) Comprehensive Insurance of Vehicle
 - c) Road Permit / Taxi Permit
 - d) Valid Driver License
 - e) Fitness' Certificate
- Note: Any failure of service due to deficiency of above documents will amount to breach of contract and penalty as per clause 9.1. Additionally, this will also amount to non-satisfactory service/ completion of work by the contractor.
21. The contractor shall not engage any person less than 18 years of age or female during night hours as required by relevant law.
 22. The contractor shall pay to his employees, salary and wages as per law of the land applicable to the workmen.
 23. The responsibility of the contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non pay- payment/ short-payment/ dispute/ award.

24. The contractor shall provide uniform, footwear, other protective equipment's as provided in law, to his drivers at his own cost.
25. The Vehicle operator should provide adequate money to their drivers to meet the expenses on account of diesel, repairs and pocket expenses of drivers during the period of journey.
26. Goods and Service tax (GST) shall be dealt as per GST rule/Act.
27. The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.
28. All payment of hiring charges and reimbursement of Diesel @..... on actual run basis will be made on the basis of average diesel rate for the whole month (as per rate of diesel at nearest fuel station) and the average price of diesel calculated by the certifying authority.
29. Engagement of vehicle may be discontinued at any time by Company without giving any prior notice or intimation to the contractor.
30. The vehicle may be sent for duty outside of the city for which no extra payment will be paid except terms & condition stipulated in the tender document.

2.6 Buyer Added Bid Specific ATC:

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

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

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