# TELANGANA STATE ROAD TRANSPORT CORPORATION NALGONDA REGION TENDER FORM

To The Regional Manager, T.G.S.R.T.C, NALGONDA.



PASSPORT SIZE PHOTO OF TENDERER

Sir,

Sub: CONTRACTS: Awarding of contract for the work of providing of Parking Drivers at Kodad Depot of Nalgonda Region – Submission of Tender Form – Reg.

Ref:- Tender Notification No. P2/122(2)/2022-RM: N, Dt. 14.05.2025.

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I/we hereby submit my tender in the prescribed form. I / We read thoroughly the job description. Terms and Conditions supplied together with the tender form and understood the full contents.

Further, I / We hereby submit my / our tender in the prescribed tender form.

I / We hereby further agree to abide by the Terms and Conditions stipulated by the corporation from time to time during the operation of the contract on awarding the same.

Yours faithfully,

Encl.: As above.					,	
Date :	<del></del>	Boy Her	SIGNATU	JRE OF THI	E TENDERI	ER
Full Address of the Tenderer (in BLOCK LETTERS)			- ·			

Phone	Beauty transfer of the control of th	Cell No.	

TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF PARKING DRIVERS (SKILLED) AT KODAD DEPOT.

141	difficult No. of persons to be engaged pe	r day (Skined) 102
01	Name of the Tenderer / DOB & Caste (in CAPITAL LETTERS)	
02	Fathers name	
03	Full address of the tenderer, with mobile no.	
04	Nature of work for which tender is offered & Minimum no. of men to be engaged	PARKING DRIVERS (SKILLED) = 02
05	If firm/agency(Reg.No.) mention full address and details:	
06	Monthly remuneration (per month)	Rs. (In words
07	EMD & the cost of Tender form particulars amount, DD NO. Date & Bank	1) 2)
08	Previous Experience if any to be enclosed	
09	Labour licence particulars Validity particulars (to be enclosed)	
10	RPF Code No. & Validity to be enclosed.	
11	ESI Code No. & Validity to be enclosed.	
12	DETAILS(to be enclosed)	
13	MIN.NO.OF PERSONS TO BE DES	PLOYED FOR THE ABOVE WORK:  = Rs.43,908/- EDLIF, and Profit margin 7% shown in Annexure)
14	A) RATE QUOTED FOR CARRYING	

RATE	QUOTED FOR CA	ARRYING OUT THE CONTRA	ACT WORK:
Rs	· ·	in words Rupees:	
	(Including Min.	wages, like PF, ESI, EDLIF, and	d Profit margin 7%)

(Including Min. wages, like PF, ESI, EDLIF, and Profit margin 7%)
THE ABOVE WORK BY PROVIDING: <u>02</u> SKILLED PARKING DRIVERS
(NOTE: Tenderer should not quote less than minimum value of the work)
Note: Please refer the terms and conditions for details of work and for other information.

I/We the following sureties, who have signed hereunder as guarantors.

SL. NO	Name of the surety with full address	Occupation & financial status	Signature of the sureties for the execution of the agreement (Deed of Licence)
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#### TENDER CONDITIONS

- 1) The successful bidder has to undertake the job of providing Of Parking Drivers at Kodad Depot specified in the tender application.
- 2) The successful bidder has to deploy E- 02 (SKILLED), Male persons only daily at the work spot to undertake the above said work contract. This specified number of workmen has to be deployed by the successful bidder at the work-spot daily, irrespective of his liability to extend weekly rest to his workmen, which he has to meet on his own arrangement.
- 3) The period of Contract is Two years from the date of agreement and extendable for 01 more year on the satisfactory of performance on similar terms & conditions
- 4) The tender must be submitted in the prescribed tender form along with requisite EMD. The Earnest Money Deposit is Rs. 27,000.00/- and the cost of tender form is Rs.1,180/-
- 5) The EMD & the cost of tender form Rs.1,180/- prescribed should be paid through crossed Demand Draft separately drawn in favour of Accounts Officer, TGSRTC, NALGONDA Region" payable at NALGONDA, in case of failure to enclose the Demand Draft, as the case may be, in original to the Tender Form/ Application submitted, the Tender form/ Application will be rejected. The EMD amount shall not carry any interest.
- Incomplete tender form or tender form received after the stipulated time and date, tender form not accompanied by Demand Draft for requisite EMD will be rejected. Cheqes/FDRs in lieu of Demand Drafts will not be accepted. EMD is not exempted to any Society / Voluntary Organizations / Institutions / Communities etc. In complete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
- 7) In case Earnest Money Deposit paid by the Tenderer is less than what is stipulated in the tender notification or the EMD paid through other means i.e. in a manner other than the stipulated terms and conditions, the tender will be rejected besides forfeiting the Earnest Money Deposit.
- 8) The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing tenders i.e. Administrative reasons/Court directive etc. The EMD of the successful tenderer will be adjusted towards Security Deposit Payable to the Corporation.
- 9) The tender form is not transferable. The tender form must be signed by the tenderer only. Tenders received after due date and time, shall not be accepted. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
- 10) All the papers of tender document with terms and conditions duly signed by the tenderer on each page as a token of acceptance. Tenders in the name of the minor or on behalf of the minors will be rejected. Tenders once made shall not be permitted to withdraw
- 11) In case of Firms / Companies / Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
- 12) The sealed cover should be placed in a tender box, kept in the office of the Regional Manager, Nalgonda up to 14.00 Hrs. on 04.06.2025. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 hrs. of the same day by the Tender Committee.

- 13) The tenderer or any of his/her authorized representative holding authorization letter, who wish to be present at the time of opening of tenders, shall attend the tenders.
- 14) The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for Rs. 27,000.00 and the cost of tender form Rs.1,180/-should be enclosed together along with the terms and conditions duly signed on each page. Amount quoted by tenderer towards monthly remuneration should be written in both figures and words clearly and other supporting certificates shall be kept in a sealed cover. In case of any corrections on the monthly remuneration it should be written in both figures and words clearly. In case of any corrections on the monthly remuneration quoted or any other corrections in the tender form, they should be attested by the tenderer, otherwise the tender will be rejected. On the sealed cover, name and address of the tenderer shall be indicated.
- 15) The persons who are black- listed or who have bad track record with the Corporation or against whom business complaints are pending will not be considered for allotment of the contract even if they fulfill and other conditions.
  - 16) Tender Forms not accompanied by the Demand Draft / Money Receipt, as the case may be, in original towards the requisite EMD; incomplete filled tender forms, Tender form without signature and without Terms & Conditions with signature on each page will be rejected.
  - 17) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by TGSRTC will summarily be rejected.

#### 18) The Criteria for awarding the contract shall be:

- a) Other things being equal, the tenderer who is holding Labour licence, PF & ESI Code Nos. Issued by competent authorities concerned shall be given preferences.
- b) Other Things being equal, if more than one tenderer quotes same rate and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTERY.
- c) If the tenderer quotes less than the above specified value, such a quotation will automatically be disqualified.
- 19) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- 20) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 21) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of ONE YEAR from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the Corporation.
- The successful tenderer (allottee) has to pay Security Deposit which is equivalent to ONE MONTH's remuneration, in cash and enter into an agreement with the Corporation (RM/DM), failing which allotment is liable for cancellation and the EMD paid by him shall be forfeited to the Corporation without any further notice / Security Deposit will not carry any interest.

#### . 20) DETAILS OF WORK AND TERMS AND CONDITONS:

#### SCOPE OF WORK:

- 1.1 The Man Power Supply Agency:
  - a) Shall provide Drivers for parking of Buses in Depot Premises of Nalgonda Region on payment of Skilled Wages communicated by the Commissioner of Labour, Government of Telangana from time to time; in compliance with terms contained herein including routes, frequency and schedules as specified initially by corporation in the Tender Notification and the same may be revised from time to time;
  - b) The Agency shall provide Drivers
    - With a minimum height of 160 CMs and age between 25 years to 65 years for Private Drivers
    - ii. Retired RTC Driver (Persons Retired on attaining the age of Superannuation only) upto an age of 65 years subject to Medical Fitness.
    - iii. A valid driving license, with not less than 18 months experience to drive HPMV/HGV/HTV or "transport vehicle".

The Drivers shall wear the prescribed uniform while on duty with a valid badge number issued by the Agency. The Driver shall follow the instructions of the authorized officials of the Corporation from time to time.

- c) The Drivers employed by the Agency shall undergo medical fitness examination by a Medical Officer of the Corporation at TGSRTC Hospital/Dispensary as per the Corporation guidelines. The Agency shall pay the requisite medical examination fee. Only medically fit Drivers are eligible to drive the vehicle. The Drivers shall be subjected to periodical medical examination on par with regular Corporation Drivers.
- d) The Agency shall depute the engaged Drivers for imparting requisite training by the Corporation from time to time, duly paying the prescribed fee.
- e) The Agency shall not engage the following category of persons as Drivers for operating the buses.
  - A person who has been retired on medical grounds, removed or dismissed from the services of Corporation.
  - ii. A person with criminal records
  - iii. A person with intemperate habits
  - iv. A person who does not comply with conditions mentioned at 1.1 b& c.
- f) The Private Drivers must be able to read & write.
- g) The Drivers should be willing to work as per the requirements. Necessary relief/ rest/ offs will be compensated as per the need.
- h) While operating the buses, if the Driver is found to have committed any irregularity viz., responsible for Fatal/Major accidents, found intoxicate condition, he shall be withdrawn.

The Drivers engaged for Parking of Buses in Depot Premises should be ponsible for safety of Buses.

- j) The Agency shall maintain a pool of Drivers in 1:2 ratio who were shortlisted by the Committee and found suitable for operating buses, for uninterrupted operations. The pool of Drivers so finalized shall be communicated to the respective Depots.
- k) Safety and security of Employees / Equipment in Depot Premises lies with the Drivers engaged by Agency and the Agency shall be responsible for damages/injury that may arise due to negligence of the Drivers, to the property or the persons. If the Driver is found to be responsible as per the FIR registered, the Agency is liable to pay the cost of damages as estimated by the Corporation or an amount equal to 10% of the monthly bill payable to the Agency, whichever is less.
- The Agency shall provide the Drivers with immediate First Aid or admission to the nearest hospital or financial assistance to cover First Aid in case of accidents, as per necessity.
- m) The Agency shall bear all taxes as may be levied under Applicable Laws in relation to the man power engaged by it as per the agreement.
- n) The Agency shall submit regular monthly reports to the Corporation as per format of reports provided from time to time and carry out all activities necessary for the effective implementation of the provisions of this agreement.
- o) The Agency shall be responsible for all the penalties that may arise due to statutory violations by the Drivers under the provisions of MV Act/ Rules or any other Act/Rules.
- p) In case of any damages by the Drivers while performing duties in Depot Premises, the Agency is liable to pay for the cost of damages assessed by the Corporation.

#### TERMS AND CONDITIONS

- 1. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 2. Minimum wage for Skilled is Rs. 17969/- as communicated by the Govt. of TS (As per Circular No.PD-31/2024, Dt. 07.12.2024 w.e.f.01.10.24).
  - (i) Minimum value of work (minimum cost) means the sum total of
    - (a) Minimum wages and statutory contribution towards PF, ESI, EDLIF Administration and Inspection Charges and
    - (b) 7% profit on minimum wages and statutory contribution
  - (ii) In case, any area falls within ESI exempted zone the same will not be included in the minimum value.
    Minimum value of work (minimum cost) is rounded off to the nearest rupee.
  - (iii) Minimum value of work with statutory provision & 7% profit margin per person would be Rs.21,954/- per month per person for contractor with PF code No.

3. Management reserves the right to reject/cancel any or all tenders without assigning any reason. The Management decision is final in this matter through negotiations with the tenderers after justifying their ability to comply

- with the Labour Laws viz., Payment of Minimum wages, recovery and remittance of contributions towards PF/EDLIF/ESI/GST etc.,
- 4. The Corporation reserves the right to alter/modify the period of contract mentioned in the Tender Notification at the time of finalization of Tender.
- 5. The corporation is not responsible if the tenders are held up due to litigations in Courts or for any other administrative reasons.
- 6. In all disputes, in case of doubts or interpretation of clauses, conditions and applications of this contract or otherwise, the decision of the Managing Director, TGSRTC shall be final.
- 9 The Corporation reserves its right to reduce / increase the man power requirement by giving one month notice to the Contractor / Agency as and when needed.
- 10 The contractor and the persons engaged by him for the work are subjected to security check both at the time of entry into and exit out of the premises
- 11 The Corporation reserves the right to modify condition/conditions of the Agreement during the period of agreement and the successful tenderer has to abide the conditions of the Corporation and has to enter into a fresh agreement with the Corporation at his own cost.

#### I. CONTRACTORS OBLIGATIONS:

- The contractor has to obtain license from the Licensing Officer under Contract Labour (Regulation & Abolition) Act, 1970 to carry-out the work contract in question in the contract area and submit a copy of the same to the Licensor and to the Unit Officer/Depot Manager concerned before commencement of the contract.
- 2. The contractor has to contact the Labour Department and to maintain the registers as required under law and as required by the Corporation and the same have to be produced for verification by the Inspecting Officials.
- 3. The Contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
- 4. The contractor has to supply Uniform and identity badges to the workers. No worker shall be allowed to work without identity badges. The workers should contact the supervisor on duty at Depot before and after the spell of their duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager.
- 5. The contractor should adhere to all acts and laws in force applicable to his business and for any violation of such laws the sole responsibility lies with the licensee.
  - i. The contractor shall be responsible for the safety of the tools & plant and other items like electrical fittings, furniture & other property of the Corporation within the contract area.
- 6. The contractor shall pay all the taxes under the Central and State Acts/Rules made there under, applicable to the business as paid like PF & ESI every month. The Corporation is not liable for the penalties in view of nonpayment of taxes or compared therein. Any default, nonpayment of taxes to statutory authorities will call the taxes and vacation of premises.

- 7. Income Tax as per the provisions of I T Act and other applicable taxes will be recovered from the monthly payment and the contractor has to submit PAN Number allotted by the Income Tax Department and the same has to be produced to the Corporation.
- 8. The contractor shall insure the lives of the labour engaged by him for any eventual risks that might crop up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims ie., PF & ESI only) compensation for disability or loss of life of the labour and damage to the equipments pertaining to TGSRTC if any.
- The contractor shall pay the remuneration by way of cheque or by crediting to the Bank account of the respective personnel engaged by him, simultaneously enclosing copies as proof for records
- 10. In case the Contractor/Agency deploys any of his family members who are covered under the term "Family Members" as defined under Sub-Section 3 of Section 26 of the Minimum Wages Act, 1948, an Affidavit explaining the relationship and dependency shall be submitted, both by the Contractor/Agency as well as reported family members of the Contractor individually.
- 11. The Contractor has to comply with all the provisions of the Acts of Government relating to labour Rules and Regulations made there under from time to time like Contract Labour (R&A) Act 1970. Payment of Minimum Wages, Provident Fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation on all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
- 12. No Compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the TELANGANA STATE ROAD TRANSPORT CORPORATION the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
- 13. The contractor has to pay the wages to the persons engaged by him before 10<sup>th</sup> of every month at the rates not less than the "minimum wages" as fixed by the Commissioner of Labour from time to time. He is responsible for any objections or disputes raised either by the Labour Department., or the workers on any payments to be made to the workers and on any penalties levied by the Government subject to pass the bill 100% monthly remuneration.

## II. LABOUR SPECIFICATIONS:

- 1. The candidate must be experienced in the relevant field.
- 2. The workmen deployed by the contractor have to strictly follow the shift timings allotted to them by the maintenance incharge. The maintenance incharge at any time can change their shift duties based on the day to day requirement.

than power thus engaged shall be deployed as per shift requirements of instructed by Garage in charge and his Supervisor.

- 4. The successful Contractor / Agency has to furnish the passport size photographs of the workers to be deployed by him for the contracted work, within 15 days of awarding contract containing the Name, Qualification, experience, age, Father's name, residential address of each worker along with Tender Application. The contractor shall not change the work men specified without approval of Depot Manager/Maintenance Incharge.
- 5. The workers employed by the contractor shall not have any right or claim whatsoever for employment in TGSRTC at a future date.

#### III) CONTRACT PERIOD:

1. The contract period of is <u>Two (2) years</u> from the date of agreement and extendable for One (1) more year on the same terms & conditions subject to satisfactory performance.

#### IV) <u>SECURITY DEPOSIT</u>:

- The successful tenderer has to pay Security Deposit equivalent to one month work
  contract amount payable to the contractor, in cash and enter into an agreement
  with the Corporation, failing which allotment is liable for cancellation and the
  EMD paid by him/her shall be forfeited to the Corporation without any further
  notice/ intimation. Security Deposit will not carry any interest.
- 2. The contractor shall have to furnish security deposit in the form of DD for one month remuneration.
- The Security Deposit is refundable on the expiry of the period of work contract
  without interest and subject to the satisfactory performance and fulfillment of
  agreement conditions.
- 4. The Security Deposit paid by the contractor is liable to be forfeited in the event of non-commencement of work contract within the stipulated time or breach of any of the terms and conditions besides cancellation of allotment.
- 5. The security deposit submitted by the contractor will be refunded only after one month from the date of completion of the contract period after adjusting all the dues, if any, payable by the contractor to the corporation.
- 6. The contractor failing to execute the contract for the period agreed to under the contract.

## V) OPERATION OF CONTRACT:

- 1. As per the tender notification, the successful bidder has to engage sufficient number of workers to carry out all the specified works efficiently. If the work is not satisfactory, the Depot Manager/Garage-in-charge has powers to insist on the contractor to replace the incompetent workers with skilful workers.
- 2. The contractor shall carryout the work contract on all days.
- 3. In case the contractor intends to stop the work contract on any day/fraction of a day for any reason, he has to inform and obtain prior permission from Depot Manager/Garage In-charge at least three days in advance.
- 4. The Tools & Plants like Trolleys/Benches, Buckets, Ladders and required the Recipitation like cleaning cloth, soap liquid, brushes & brooms etc., shall be to the contractor by the corporation in adequate quantities. No equipment shall be brought into the corporation premises from outside agencies without price permission of the corporation.

- 5. The corporation officials/supervisors are empowered to check the work spot, labour/supervisors at any point of time for any number of times.
- 6. The shift supervisor shall allot the buses for sweeping, mopping and washing of buses in his shift and submit a summary sheet of work carried out during the shift to the Mechanical In-charge on daily basis.
- 7. The contractor shall be available at the work spot daily and monitor the work of work contract labour engaged by him. Alternatively, the contractor has to authorize two representatives from his staff to acknowledge and receive material and communications on his behalf and also to handover any communication to corporation on his behalf. One of such two authorized representatives shall always be available at the work spot invariably. Their contact numbers and residential addresses shall also be furnished to the Depot Manager/Garage In-charge.
- 8. The contractor shall ensure that the workers engaged by him shall not drive the buses inside or outside the garage premises even though they are in possession of valid driving license. He shall be responsible for any consequences arising in this regard.
- 9. Workers found with rude behavior/arrogance or not following guidance/instructions issued by the supervisor or physically not suitable or found in drunken condition at work spot or involved in any kind of indiscipline or involved in theft cases, shall be dispensed with immediately by the contractor and fresh workers shall be engaged. In such cases penalties shall also be imposed.
- 10. On the expiry of the period of work contract or on its termination, whatever the case may be, the contractor shall handover the equipments supplied by corporation, if any, to the Unit Officer concerned.

#### VI) TERMINATION

- 1. The contractor shall under take work contract for a minimum period of One year from the date of agreement. If he desires to discontinue the work contract for whatsoever reasons, before completion of the minimum period of One year, he/she shall forfeit the Security Deposit in favour of the Corporation.
- 2. The contractor desires to discontinue the work contract whatsoever reasons after completion of minimum period of One year, he/she has to give one month advance notice.
- 3. The Corporation reserves the right to terminate the work contract with one month's notice any time during the work contract period for unsatisfactory performance or for breach of any terms and conditions of the agreement, besides forfeiting the security deposit. The work contract is also liable for termination without assigning any reason thereof, by giving one month's notice. The decision of the corporation is final in this regard.
- 4. The contract is liable for termination in the event of contractor failing to do the contract for which the licence is granted for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of Security Deposit.

Any violation or breach of terms and conditions of the contract including insatisfactory maintenance of contract area shall render the contract liable to be remarked duly forfeiting the Security Deposit.

6. In case of misbehavior, assault on employees of the Telangana State Road Transport Corporation by the contractor or his representatives/workers will lead to imposition of penalty or termination of work contract duly forfeiting the Security Deposit, besides legal action by lodging police complaint and filing case before court of law.

#### VII) <u>GENERAL</u>

- 1. The contractor should engage only male persons between 18 years and 60 years of age for the work. Child labour should never be engaged for the contracted work.
- 2. The contractor shall not engage any persons whose character and credentials and integrity are doubtful in nature and those who are on the record of police with criminal back ground. If any such persons are engaged, the contractor of solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his work contract.
- 3. The contractor is not permitted to sub-let the work contract to any oth sub-contractor, benami or proxy.
- 4. The allotment of work contract shall be NON-EXCLUSIVE i.e. the Corporation shall have the right to grant permission to any number of contractors to perform similar type of work contract in the same premises. The contractor has no right to question whatsoever.
- 5. The contractor is liable for any obligation arising out of his work contract in respect of labour engaged by him.
- The contractor and his workers should furnish their AADHAR details and sign in the incoming/outgoing register maintained at security branch of the depot on daily basis.
- 7. In the event of death of Contractor, the work contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the work contract on the same terms and conditions for the remaining period of work contract on execution of fresh deed of agreement by such legal heir.
- 8. All the above terms and conditions will form part of the agreement of work contract and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
- 9. The Rights given under the work contract are not transferable.
- 10. The workers/supervisors or any other persons employed by the contractor or contractor himself shall not have any right or claim whatsoever for employment in the Telangana State Road Transport Corporation at a future date.
- 11. Even after entering into agreement between Corporation and contractor, any number of clauses in the agreement are subject to modification/deletion. Addition of new clauses will also be made in the corporation's interest during operation of contract. At the same time, care will be taken to protect interest of the contractor also.

12. In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this work contract or otherwise, the decision of the. Managing REGIO Property TGSRTC shall be final.

ction for any legal proceedings shall be within Hyderabad.

# VIII) PENALTY CLAUSE:

- a. If any worker of Contractor absents on a particular day, and no substitute is provided in his place the corresponding wage amount has to be deducted from the contractor.
- b. The Contractor should fulfill the minimum guaranteed attendance (as decided by Tender Committee) of the labour engaged every month. Poor attendance/attendance lower than the minimum guaranteed attendance shall render the contractor liable for imposition of penalties apart from deduction of wage.
- 2. In the event of any statutory authority imposed any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation will retain/recover such amount from the amount due to the contractor monthly/security deposit etc., with in until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions will also result in termination of contract.
- 3. The contractor is liable to execute the work contract to the satisfaction of the Corporation. If the contractor fails to comply with the terms and conditions of the contract, the Depot Manager concerned and also higher officials shall have the right to inspect and impose penalties and take necessary action. The details of the penalty are as follows:
  - a. For unsatisfactory work or breach of any condition including submission of claims in time, a penalty of Rs.1000/- for first accurrence, Rs.2,000/- for second occurrence and Rs.5,000/- for third occurrence shall be imposed.

If the above lapses occur more than 3 times in a year, the contactor shall be issued a show cause notice for termination of work contract and forfeiture of security deposit. If the contractor still fails to comply with the terms and conditions of contract, the work contract will be terminated with the approval of Regional Manager duly blacklisting the contractor.

- c. In case, the penalty amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the work contract is liable for termination duly forfeiting the Security Deposit. This clause does not stand as a bar for implementing the clause of "termination of work contract for improper maintenance". Penalties to be levied by the authority who enters the agreement (i.e., RM/DM/Unit Officer).
- 4. The contractor is liable to pay the damages, if any, caused to the premises or moveble and immovable property of the Corporation, by him or by his agents or representatives as determined by the Corporation. The Corporation shall have the right to recover such amounts towards the damages caused from the monthly work contract amount or Security Deposit of the contractor. In case the amount is recovered from the Security Deposit, the contractor is liable to recoup the same immediately.

# IX) BILL CLAIM & P.F., ESI & GST

1. The Contractor has to submit his claims every month by 2nd of succeeding month with the certification of Mechanical and Security in-charges concerned for payment of monthly bill which will normally be arranged by 11th of succeeding month.

- If the contractor fails to submit the claims in time without any valid reasons and does not make timely payments to the manpower deployed by him, this shall also be treated as breach of contract terms and conditions.
- It is mandatory for the contractor to claim any arrears of work contract amount within three months before expiry of agreement.
- 4. The bill / claim by contractor shall be numbered with date. It should indicate number of persons, Quantum of work, rate applicable and amount of the bill. The bill should have the name and address of the contractor accompanied with relevant papers viz., Attendance, Acquaintances, PF / ESI Challan copies, performance details by the Unit Officer.
- 5. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF and ESI amounts from the wages of the persons engaged by Contractor and recovering the matching contribution (employer's share) together with administrative and inspection charges, EDLIF, ESI and any other recoveries that are to be made from the persons engaged by the licensee at the rates prescribed from time to time and its remittance to the concerned authorities with details of the persons for whom it is remitted and every month previous month PF/ESI submitted to current month remuneration realized.
- 6. In case the contractor, who is not in possession of PF code Nos, the monthly bill of contract amount shall be paid to him only after deduction of the PF amounts from the wages of the persons engaged by him and recovering the matching contribution (Employer's Share), together with administrative and Inspection charges, EDLIF, ESI & any other recoveries that are to be made either from the persons engaged by him or from the contractor at the rates prescribed from time to time as per the instructions issued in this matter. Contractor shall submit the details of the persons to whom the PF is to be remitted in the proforma prescribed by PF Trust, TGSRTC for the current month.
- 7. During the contract period no enhancement will be allowed on the finalized tender rates except increase in the minimum wages as communicated by Government from time to time. "The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contributions towards PF, EDLIF and ESI and no enhancement of profit margin will be allowed on the corresponding increase in minimum wages, as and when the minimum wages are enhanced during the contract period". Whenever the minimum wages payable to the contract labour/workers are enhanced in the middle of the contract period, the contractor should pay the difference of security deposit towards the revise monthly remuneration/license fee.
- 8. The Contractor shall pay all the taxes including Goods Service Tax under the central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in views of non-payment of taxes or default therin. Any default, non-payment of taxes to statutory authorities will cause termination of licence and vacation of premises.

The Goods and Service Tax at the applicable rate shall be paid to the contractor representation of proof of the bill in proper format.

The contractor is liable for all statutory or any other obligations arising out of his work contract in respect of labour engaged by him.

- 11. The contractor shall pay all the taxes including GST under the Central and State Acts/Rules made there under, applicable to his work contract. The Corporation is not liable for the penalties in view of non-payment of taxes. or default thereon. Any non-payment of taxes or default to statutory authorities is liable for termination of work contract.
- 12. The contractor has to register his Firm under GST. The Contractor shall submit GST invoice(s) in the GST format along with the bills every month. All the GST invoice(s) shall be submitted. On submission of GST invoice(s) by the Contractor, Corporation shall release the payment of GST amount.
- 13. The Government implemented GST as applicable w.e.f. 01.07.2017 and decided to collect the same in lieu of VAT and Service Tax earlier applicable. Therefore it is requested to arrange to get the PAN, GSTIN with category of GST i.e., SGST, CGST, IGST and Composition Tax with HSN Code of all the suppliers including other contactors dealing with the units of TGSRTC and forward the same to the unit for taking necessary action to get the set off facility.
- 14. The contractor should adhere to all Acts and Laws applicable to his work contract and for any violation, the sole responsibility lies with the contractor.

All the above terms and conditions will form part of the agreement of the license and contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation during subsisting period of contractor. The Corporation is right to incorporate any fresh clauses or delete any existing clauses in the agreement.

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### **Annexure**

As per Cir.No.PD-31/2024, Dt.07.12.2024, (w.e.f.01.10.2024) Minimum Un-Skilled/ Semi-Skilled/Skilled workers wage is Rs.12398/-, 14647/- & 17969/-. The details of minimum wages are furnished hereunder:

Sl.No.	Description	%on wages	With ESI			
			Un-Skilled	Semi-Skilled	Skilled	
1	WITH PF ACCOUNT	*	12398	14647	17969	
	PF	12%	1488	1758	1800	
2	Admn. Charges Cir. PD- 09/2018, Dated. 18.07.2018.	0.5%	62	73	75	
3	EDLIF	0.50%	62	73	90	
4	ESI (w.e.f.,01.07.19)	3.25%	403	476	584	
	Total	Te a t	14413	17027	20518	
5	Profit	7%	1009	1192	1436	
	Total amount payable		15422	18219	21954	

