

(TENDER FORM NOT TRANSFERABLE)

То

The Regional Manager, TGSRTC, Secunderabad Region JBS, Picket, Secunderabad.

PHOTOGRAPH OF TENDERER TO BE **AFFIXED WITH SIGNATURE**

Sub - CONTRACTS - Awarding of Contract of Outsourcing activity of Asst. to Mechanics (Semi-skilled) in Depot of Secunderabad Region - Submission of Tender Form - Reg.					
Ref: Tender Notification No.E5/122(11)/2024-SR, Dt.06.08.2024. ***					
I/We hereby submit my/our Tender in the prescribed Tender Form. I/We have read thoroughly the job description, terms and conditions supplied together with the tender form and understood the full contents.					
I/We hereby further agree to abide by the terms and conditions stipulated by the Corporation from time to time during the operation of my contract on being awarded the same.					
Yours faithfully					
SIGNATURE OF THE TENDERER					
DATE: FULL NAME:					
PERMANENT ADDRESS OF THE TENDERER:					
PHONE NO & CELL NO (IN BLOCK LETTERS):					

TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF CONTRACT OF OUTSOURCING ACTIVITY OF ASST. TO MECHANICS AT DEPOT OF SECUNDERABAD REGION

1. Name of the Tenderer (In capital letters)	
2. Father's Name	
3. Full Address of the Tenderer Contact No.	
4. Age of the Tenderer	
5. Nature of Work:	Outsourcing activity of Assistant to Mechanics at Depot of Secunderabad Region.
6. a) Depot for which quoted	
b) No. of workmen/Contract labour to be deployed per day to undertake the work contract	
7. Total Amount quoted (as per Annexure) (Excluding GST)	₹
Note: Number of men required is shown in	the Annexure of the Tender Schedule
8. Date of submission of Tender Form	:23.08.2024 by 14:00 Hrs.
a) Existing valid Labour Licence No. (Copy enclosed)	: Yes/No
b) Labour Registration No. (Copy enclosed)	:: Yes/No
c) Details of PF code No. & ESI code N	Nos.: PF. No
	: ESI No
(Copies enclosed)	: Yes/No
d) PAN Number (Copy enclosed)	: <u>Yes/No</u>
e) GST No. (Copies to be enclosed)	:
9. Previous Experience (if any) (Details to be furnished with proof) No. of years in similar field)	:

		Ioney Deposit (EMD) and Region (DD to be) drawn in favour of Dy. Chief Accounts Officenclosed)	er,	
ć	a) Amount paid towards EMD		: ₹		
1	b) DD/Banker's Che	que No. & Date	;		
(c) Name of the Bank	/ Branch	:		
11. I/	We submit the follow	wing sureties, who hav	ve signed hereunder as Guarantors.		
Sl. No.	Name of the Surety with Full address & Contact No.	Occupation and Financial Status	Signature of the Sureties for the execution of the agreement deed of license		

SIGNATURE OF THE TENDERER

Note: All the above columns should be filled up compulsorily. Please read all clauses of Terms and conditions and sign each page as Acknowledgement of acceptance.

SIGNATURE OF THE TENDERER

DETAILS OF WORK AND TERMS AND CONDITIONS:

I. <u>TO ASSIST MECHANICS ON CARRYING OUT THE FOLLOWING WORKS OF SCHEDULE – I MAINTENANCE:</u>

- a) Check leakages of water, fuel, oils including ATF oil for power steering, brake fluid for TATA and Top up as per the need.
- b) Check and tighten all bolts and nuts of wheel, axle shafts and PP shaft mounting etc.
- c) Check the condition of road springs and their mounting,"U" clamps, "Eye" bolts and tighten.
- d) The daily log sheet complaints are to be thoroughly checked up the shifts supervisor and allot RGs to mechanics and other artisans. Identification of RG's connected to Electrical, coach and upholstery has to be done by the Schedule –I Mechanic, recording the RG's in the RG register shall be done by Shift supervisor: The shift supervisor shall ensure that the RGs are attended by the Mechanics and other artisans.
- e) Checking of tyres pressure by tapping daily has to be done by SCH-I Mechanic. The tyre pressure shall be checked with gauge twice in a week for all the vehicles undergone for Schedule –I maintenance. If necessary inflation has to be done. The tread depth of tyres shall be checked and replacement of tyres as per the need will be carried out by RG Mechanic.
- f) Drain the condensate from the Air tank (other than those fitted with Air Dryer).
- g) Drain the water from fuel water separator.
- h) Any other item of work entrusted by the Mechanical supervisor.

II. <u>TO ASSIST MECHANICS TO CARRY OUT THE FOLLOWING WORKS OF SCHEDULE-II MAINTENANCE:</u>

- a) Lubricate all points as per the lubrication chart.
- b) Clean breathers of Engine, Gear Box, Rear Axle, Clean the feed pump strainer and refit. Check oil level in FIP (Tata 692/697 and Leyland 370/6.65 engines), Gear Box, Rear Axle, Steering Box, Reservoir of power Steering, brake fluid in plastic container (Tata) and Hydraulic clutch fluid (Tata Cummins) and top up if necessary.
- c) Clean Air Cleaner, and replace oil except for Tata 1510 lowered engines and 1512 TC Cummins engines, replace the gasket/seals if necessary.
- d) Carry out brake test and steering test. Attend to the defects, if any in the steering and brake system. For the vehicles with duel air brakes, hand brake functioning has to be checked and attend if necessary.
- e) Check road spring holding down bolts springs brackets/ shackles and shackles pins for proper tightness. Attend if necessary.
- f) Check the tightness of the steering foundation bolts and fuel tank mounting and attend, if necessary.
- g) All mechanical irregularities causing rapid tyre wear such as mis-matching, brake binding, mis-alignment etc. as pointed out by the Tyre-Mechanic shall be attended to.
- h) Identification and reporting all defects/damages in the electrical system and coach work with due attention to upholstery, seat frames, seat cushions, doors, glasses etc. to the shift incharge.

- i) Carry out battery maintenance.
- j) Check proper functioning of all gauges in the instrument panel and attend, if necessary.
- k) Check water pump bearing for play and report. Check the condition of fan belt and attend, if necessary (other than Cummins engine). Check and tighten alternator & self starter foundation bolts if necessary.
- 1) Any other items of work entrusted by the Mechanical Supervisor.

III. <u>TO ASSIST MECHANICS TO CARRY OUT THE FOLLOWING WORKS OF SCHEDULE-III MAINTENANCE:</u>

MECHANIC-1:

- a) Check for leakages of water, fuel and lubricants and rectify if necessary.
- b) Check oil level in Engine, top up if necessary. Check the condition of fines of Radiator, foundation of radiator and stay roads and attend if necessary.
- c) Remove alternator, self starter and re-fit after overhaul, check fan belts tension and tightness of alternator foundation bolts and attend if necessary.
- d) Check road spring holding down bolts, springs brackets/ shackles and shackles pins for proper tightness attend if necessary.
- e) Check oil level FIP, gear Box, steering Box, power steering reservoir, differential and clutch fluid and top.
- f) Clean Air Cleaner and change the oil (other than dry type Air filters). For dry type air filters clean the primary filter as per the circular instructions. Check the conditions of inlet hoses and FINOLEX pipe for Hino and attend, if necessary.
- g) Check and adjust the free play of clutch, brake and accelerator.
- h) Lubricate all points as per the lubrication chart.
- i) Check and change if necessary the damping buffers and Engine mounting Pads.
- j) Check water pump bearing play and attend if necessary.
- k) Check cylinder head tightness and adjust tappets. Check fuel injection timing by spill cut method.
- Check PP shaft center bearing and universal joints for play and change, if necessary. Replace all rubber dust covers (for TATA). Ensure correct alignment. Check seals for Leyland vehicles.
- m) Check and attend, if necessary compressor oil seals leakage and compressor performance.
- n) Clean Air breathers of Engine, FIP Gear Box and Rear Axle.
- o) Remove and refit front bumper after attending to damages if any.
- p) Remove and refit spare wheel carrier with spare tyre after attending to damage if any.
- q) Ensure proper clamping of all fuel lines and rubber ferrules / padding for injector pipes.
- r) Check for black smoke and attend, if necessary.
- s) Any other item of work entrusted by Maintenance in charge.

MECHANIC-II (SCH-III):

- a) Check for correct Air pressure, attend if necessary, remove brake drums, and check for scoring and excessive wear of lines and drums change if necessary.
- b) Check steering foundation bolts and attend if necessary. Tightness of bolts of Engine crosses members and brackets of metacon bushes (Leyland). Engine mounting pads (TATA) to be checked and attend if necessary.
- c) Check front and rear hub play and adjust if necessary. Check the condition of bearing grease.
- d) Check ball joints of drag link and tie rod ends for excess play and repair or replace if necessary.
- e) Check wheel alignment and adjust if necessary.
- f) Check Kingpins for excessive play and replace bushes if necessary adjust kingpin end play, clean through hole of kingpin and top up oil in kingpin (Leyland).
- g) Check fuel tank holding brackets and clamps for proper padding and tightness.
- h) Remove and refit the rear bumper ater attending to the damages, if any.
- i) Carry out brake test. Check proper functioning of all gauges in instrument panel and attend if necessary.
- j) Check and attend if necessary cabin foundation bolts. Body U Clamps and antisag bag coach builder.
- k) Any other item of work entrusted by Mechanical Supervisor.

IV. TO ASSIST MECHANICS TO CARRY OUT THE FOLLOWING WORKS OF SCHEDULE –IV MAINTENANCE:

MECHANIC-1

- 1. All items specified in Schedule-III Maintenance for Mechanic-I.
- 2. Replace front two Check shackle pins, Shackles, Shackle beds of front two springs for wear and tear and replaced if necessary. Check the chassis cracks particularly near the spring beds area and inform to shift supervisor for attention. Ensure the fitment of correct size M14bolts for spring brackets.
- 3. Dismantle water pump, repair and refit or replace if necessary.
- 4. Replace crank oil seal if necessary.
- 5. Remove and check injectors for correct pressure and change if necessary.
- 6. Flush out the radiator for 370 Engines (Leyland), 692 Engines (Tata).
- 7. Any other items of work entrusted by Mechanical Supervisor.

MECHANIC – II:

- 1. All items specified in Schedule-III maintenance for Mechanic-II.
- 2. Carry out brake test. Overhaul Air brake system with due attention to the following:
 - a. Air filter element.
 - b. All brake pipes and pipe connections and ensure proper clamping.
 - c. All brake chambers, diaphragms, brake chamber clamp rings, bolts and nuts.
 - d. Hand Brake system including all pipe connections.
 - e. Check the following of all brake valves.

- 3. Remove brake 'S' cam shafts, slack adjuster, needle bearings / derlin bushes place if necessary duly ensuring full greasing to the brake components.
- 4. Remove front and rear hubs, repack with grease and adjust for correct setting.
- 5. Check differential backlash and adjust if necessary.
- 6. Any other items of work entrusted by Mechanical Supervisor.

MECHANIC-III (SCH-IV):

- 1. Remove strainer in the fuel tank and remove fuel tank complete for Cleaning, attend leakages if any and refit after painting.
- 2. Remove clutch and Gear Box, check the condition of pressure plate and driven disc. Replace if necessary. Check Gear box oil leakages and attend if necessary, Lubricate spigot bearing, replace fly wheel ring gear if teeth are found damage. Check the hydraulic clutch system and attend if necessary. Overhaul hydraulic clutch system and replace master cylinder and slave cylinder kits on every alternate Schedule-IV Maintenance.
- 3. Check excess play for remote gear shift mechanism and attend if necessary. Check the selector mechanism of gear box top cover and ensure proper functioning.
- 4. Replace rear two springs with reconditioned springs. Check shackle pins, shackles, Shackles beds of rear two springs for wear and teat and replace if necessary. Check the chassis crakes particularly rear spring beds area and inform the shift supervisor for attention. Ensure fitment of correct size M14 bolts for spring Brackets.
- 5. Any other items of work entrusted by Mechanical Supervisor.

V. TO ASSIST MECHANICS ON CARRY OUT OTHER HRG WORKS:

- 1. HRG Work like Units replacement, etc.
- 2. KMPL Attention and Top-overhauls.
- 3. Electrical maintenance.
- 4. Smithy Section for Springs Cleaning, assembly etc.
- 5. Tyres Section for Disc cleaning, Tyres removal/ assembly, Tyres loading / unloading in DGT etc.
- 6. Dispatch section for providing tools, destination Boards etc.

TERMS AND CONDITIONS

I. GENERAL:

- 1. The sealed cover should be placed in the sealed tender box, kept in the Office of the Regional Manager, Secunderabad Region, JBS, Picket, Secunderabad upto 14.00 Hrs. on **23.08.2024** The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 Hrs. on the same day by the Tender Committee.
- 2. 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.
- 3. In case of Firms/Companies/Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
- 4. Tender forms not accompanied by the demand draft in original towards the requisite EMD, incompletely filled in tender forms, not having signature on each and every page including the enclosed terms and conditions, will be rejected.

- 5. Tender forms with any pre-conditions or additional conditions, other than those prescribed by TSRTC will summarily be rejected.
- 6. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 7. a) No contractor can quote value less than the minimum value of work specified in the tender notification and Annexure of tender schedule for outsourcing of works of Asst. Mechanics by engaging required number of contract labour. If any contractor quotes less than the minimum value notified such quotations shall automatically be disqualified.
 - b) The interested parties shall submit their tender form/application quoting the "monthly remuneration" expected which includes minimum wage payable PF, EDLIF, ESI, Administration and Inspection Charges wherever applicable in addition to the minimum profit margin of 7%.
 - c) The Contractor should quote clearly the rate per month for providing no. of Persons/labour for the above work as stipulated in the Annexure.
 - i. Minimum wage for Semi-Skilled is Rs.14,345/- as communicated by the Government (As per Circular No.PD-10/2024, dt.07.06.2024)

ii. Minimum value of work (minimum cost) means 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.
- iii. 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.
- iv. Minimum value of work per person would be Rs.17,843/- per month per person for Contractor with PF Code Number.
- 8. In the event of death of contractor, the contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of contract on execution of a fresh deed of agreement by such heir.
- 9. Management reserves the right to reject any or all tenders without assigning any reason. Management also reserves the right to allot the contract to any person of its choice 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 etc.,
- 10. The Tender Committee reserves the right to alter/modify the period of contract mentioned in the Tender Notice at the time of finalization of Tender.
- 11. The period of contract is for a period of **Two (02) Years** from the date of agreement and extendable upto **One (01) more year** based on the satisfactory performance of the contractor.
- 12. The Corporation is not responsible if the tenders are held up due to litigations in Courts or for any other administrative reasons.
- 13. Any clarification required regarding the terms and conditions shall be obtained from the office of the Regional Manager, Secunderabad Region, Jubilee Bus Station, 2nd floor, Picket, Secunderabad **before submission of the tender form. Later no clarification will be entertained.**

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- 15. In all disputes, in case of doubts or interpretation of clauses, conditions and applications of this contract or otherwise, the decision of the VC&MD, TGSRTC shall be final.
- 16. a) The Contractor is not permitted to sub-let the contract work to any other Sub-contractor.
 - b) The allotment of contract shall be on Non-exclusive basis.
 - c) The Corporation shall have the right to grant license to more than one licensee to do the same type of contract in the same premises.
- 17. The right given under this contract is not transferable.
- 18. 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.
- 19. Interested parties may inspect the premises of contract before submitting the tender form
- 20. Tenders shall be invariably REJECTED:
 - a. When incomplete tender form is submitted or tender form with pre-conditions or additional conditions is submitted.
 - b. When the tender is submitted in an unconcerned tender form.
 - c. When the tender is submitted for the business other than the one notified in the tender.
 - d. When the tender form is not enclosed with the original DD for the EMD.

II. CONTRACTORS OBLIGATIONS:

- 1. 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 of 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.
- 6. 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.
- 7. On the expiry of the period of licence or on its termination, as the case may be, the Contractor shall hand over the equipment, if any, to the Depot Manager of the concerned Depot.

- 8. The Contractor shall pay all the taxes under the Central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of nonpayment of taxes or default therein. Any default, non-payment of taxes to Statutory Authorities will cause termination of licence and vacation of premises.
- 9. Income Tax as per the provisions of IT Act and other applicable taxes will be recovered from the monthly payment and the contractor has to submit PAN Number given by the Income Tax Department.
- 10. 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 / compensation for disability or loss of life of the labour.
- 11. The Contractor shall pay the remuneration by way of cheque or by crediting to the Bank account of the respective personnel engaged by him.
- 12. In case of Injury/Death caused to any person within the premises of depot garage by the labour engaged by the contractor, the contractor shall be liable to pay the compensation as levied by the statutory bodies/authorities concerned. The Corporation shall not be responsible for any such compensation. In case the contractor fails to pay such compensation the Corporation shall have the right to recover the same from the Security Deposit and monthly remuneration payable to the contractor apart from termination of contract.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. The contractor has to pay the wages to the persons engaged by him 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.
- 17. The Contractor is liable to pay the damages, if any, caused to the premises or moveable/ immovable property of the Corporation by him or by his agents or representatives as determined by the licensor. The Corporation shall have the right to recover such amounts towards damages caused from the monthly remuneration 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

III. LABOUR SPECIFICATIONS:

- 1. The Contractor/Agency should deploy only male candidates against the contract work.
- 2. The candidate should possess a National Trade Certificate (ITI) in particular Trade in which his services are outsourced. In the event of non-availability of ITI qualified candidates, they shall engage non-ITI candidates with 05 years' experience in the particular trade to work as Asst. to Mechanics.
- 3. In case the persons proposed by the Contractor/Agency are non-ITI Candidates or the ITI Candidates are not having experience, the candidates may be tested by the respective Dy.RM(M) of the Region and the Depot Manager (Mechanical) for their Technical suitability before engaging them. The candidates shall be made available for conducting test within one (01) week of opening of Tender.
- 4. The candidates must be above 18 years of age as on date of filing Tender.
- 5. Must produce a fitness certificate from any of the Government Doctor not below the rank of Civil Asst. Surgeon.
- 6. To undertake the above specified work contract, the Contractor shall deploy persons/contract labour daily in the contract area, duly extending weekly rest to his workmen as specified by the Unit Officer.
- 7. 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.
- 8. The manpower thus engaged shall be deployed as per shift requirements of Depot, as instructed by Garage in charge and his Supervisor.
- 9. 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.
- 10. The workers employed by the Contractor shall not have any right or claim whatsoever for employment in TSRTC at a future date.
- 11. All the above terms and conditions will form part of the agreement of the license and the Contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporations.

IV. CRITERIA FOR ALLOTMENT OF TENDERS:

- 1. The criteria for allotment of this contract will be based on the lowest amount offered but not less than the minimum value and in accordance with terms and conditions specified.
- 2. The rate quoted shall include Minimum Wages payable for Semi-skilled is Rs.14,345/contribution towards PF, EDLIF, ESI, Administrative and Inspection Charges and minimum 7% Profit Margin to the Contractor.
- 3. If the lowest monthly remuneration quoted by any Tenderer who does not have PF & ESI Code numbers is less than the lowest monthly remuneration quoted by the Tenderer holding PF & ESI code numbers, the tender Committee shall have the right to negotiate with the Tenderer holding PF & ESI Code numbers so as to give preference to him.

- 4. Other things being equal, preference will be given to the following in the order of priority.
- a) The tenderer who is holding PF & ESI Code Nos. issued by the Competent Authority concerned shall be given preference.
- b) The Tenderer who holds a valid labour licence under Contract Labour (Regulation and Abolition Act, 1970) will be given preference.
- c) The Tenderer with at least Two (2) years of registration in force under shops and establishments Act 1988 only and at experience for the same / similar nature of work (like man power supply) with the appropriate authority will be given preference.
- 5) Other things being equal, if more than one Tenderer quotes the lowest minimum amount and is found suitable by Tender Committee, and meets all the other criteria specified above the Contract shall be allotted to one of them on the basis of Lottery.
- 6) Finalization of Tenders will be by way of negotiation by the Tender Committee. The decision of the Tender Committee in that regard shall be final.
- 7) 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 all the other conditions.
- 8) In case of Contractor supplying 20 or more persons to TSRTC in any category who is not in possession of PF & ESI code shall compulsorily submit the same before depositing security deposit and in case the contractor fails to submit the same his tenders shall be liable for cancellation duly forfeiting the EMD.

V. <u>EMD</u>:-

- 1. Earnest Money Deposit is to be paid as specified in Tender Notification/Tender terms and conditions at Annexure.
- 2. a) The EMD prescribed should be paid through crossed Demand Draft drawn in favour of Dy. Chief Accounts Officer, TSRTC, Secunderabad Region payable at Nationalized Bank, only and in case of failure to enclose the Demand Draft, as specified above in original to Form/Application will be rejected.
 - b) The EMD amount shall not carry any interest.
- 3. a) The tender form duly filled in, along with the Demand Draft in original towards the EMD amount should be enclosed along with the terms and conditions duly signed on each page. Amount quoted by Tenderer should be written in both figures and words clearly and other supporting certificates shall be kept in cover and sealed. In case of any corrections on the rates quoted or any other corrections in the tender form, they should be attested by the tenderer otherwise the tender will be rejected.
 - b) In case of any discrepancy in words and figures, the rate whichever is lower will be reckoned as quoted rate.
 - c) On the sealed cover, the nature of business, name and address of the tenderer shall be indicated.
- 4. EMD is not exempted to any society/voluntary organization/institution/communities etc.

- 5. In case EMD paid by the tenderer is less than what is stipulated in the Tender Notification or the EMD is not paid in the form of DD, the tender will be rejected besides forfeiting the EMD.
- 6. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
- 7. If the successful tenderer fails to take up the work and provide labour with prescribed experience/qualification within the period specified, the EMD will be forfeited.
- 8. The tenders once submitted are not permitted to be withdrawn at any stage of process. Any such withdrawal of tender would result in forfeiture of EMD.
- 9. If the successful tenderer fails to pay Security Deposit within 07 days from the date of communication, the EMD will be forfeited.

VI. <u>SECURITY DEPOSIT</u>:

- 1. The successful tenderer (allottee) has to pay Security Deposit which is equivalent to ONE MONTH remuneration through DD in favour of Dy. Chief Accounts Officer, TSRTC, Secunderabad within stipulated time 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. In case of increase in statutory wages during the period of contract, proportionately additional SD has to be paid.
- 2. The Security Deposit is refundable on the expiry of the period of licence without interest and subject to the satisfactory performance and fulfillment of agreement conditions.
- 3. a) The Security Deposit paid by the contractor is liable to be forfeited in the event of non-commencement of maintenance work/service contract after depositing Security Deposit within the stipulated time as per the allotment order or breach of any of the terms and conditions of the Tender Form besides termination of contract.
 - b) Non-submission of Deed of Licence after payment of the Security Deposit amount, within the stipulated time.
 - c) The Contractor failing to execute the contract for the period agreed to under the contract.
 - d) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of **One (01) Year** from the date of entering into an agreement. If the Contractor desires to discontinue the contract for reasons whatsoever, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the Corporation.

VII. TERMINATION:

- 1. The Corporation shall have right to terminate the contract with a month's notice, if in its opinion the work of contractor is not satisfactory or Corporation feels that the Contract is not necessary and its decision in this regard shall be final.
- 2. The contract shall be terminable with **One (01) month's advance notice** by either party.
- 3. 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.

- 4. Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract area shall render the contract liable to be terminated duly <u>forfeiting</u> the Security Deposit.
- 5. Mis-behaviour or assault on the employees of the Telangana State Road Transport Corporation by the Contractor or his representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.

VIII. PENALTY CLAUSE:

- 1. a)The Contractor is liable for imposition of penalties upto Rs.500/- in case of complaints from the Staff, Officers and Public on maintenance of the work and the same will be deducted from the monthly remuneration bills or from the Security Deposit, as the case may be. In case, the amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the 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 contract for improper maintenance". Penalties can be levied by the Unit Officer or the authority who enters the agreement any higher authority to such authority.
 - b) 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.
 - c) 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.

IX. BILL CLAIM & PF, ESI:

- 1. The remuneration will be paid to the successful bidder on monthly basis by the Corporation. The Contractor has to submit the claim on 2nd of every month, the monthly remuneration will be paid to Contractor by 11th of the month and the contractor has to pay the wages to the workers and remit PF/ESI/EDLIF/GST Contributions by 15th of the month. Then, he has to submit the claim of next month on 2nd of the month alongwith proof of wages paid and proof of statutory remittances made for the previous month. The cycle for payment for the month would be 26th of previous month to 25th of current month.
- 2. Payment of monthly remuneration will be made only on submission of proper claim duly certified by the Supervisor.
- 3. 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.

- 4. The monthly bill of the contract amount from the second month 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.
- 5. The Contractor shall ensure deduction of PF contributions from the wages of the persons engaged by him together with the matching contribution of the employer (contractor) along with administrative and inspection charges at the rates prescribed by the government from time to time and remit to the secretary TGSRTC PF (Trust), Hyderabad. If the contractor is in possession of Code Number allotted by Regional provident Fund Commissioner (RPFC), he shall remit the PF deductions to the respective RPFC under intimation to the Licensor and he need not remit the PF deductions to TGSRTC PF (Trust). Preference will be given to the tenderer processing licence obtained from Labour Department and Code number allotted by RPFC & ESI.
- 6. In case of the Contractor who is in possession of individual PF/ESI Code Number obtained from the competent authority, the contractor shall remit the PF/EDLIF amounts in respect of the persons engaged by him, to the appropriate authorities under PF & ESI concerned on the Code No., obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly remuneration.
- 7. The Contractor shall claim 12% Employer's contribution from Govt. of India under PMRPY Scheme in respect of new employees registered with EPFO w.e.f.01.04.2016 and upto 31.03.2019 and engaged by them to work in TGSRTC. The Corporation will not reimburse the same to the contractor.
- 8. The Contractor has to produce a certificate about his performance every month on or before 28th current month from the concerned authority on the satisfactory performance of the work to the concerned Depot Manager/Unit Officer for arranging payment of monthly remuneration which will normally be arranged on or before 11th of succeeding month.
- 9. The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contribution 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.
- 10. Whenever the minimum wages payable to the contract labour or workers are enhanced in the middle of the contract period the contractor should pay difference of Security deposit towards the revised monthly remuneration or license fee.