



(TENDER FORM NOT TRANSFERABLE)

To

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

PHOTOGRAPH OF
TENDERER TO BE
AFFIXED WITH
SIGNATURE

Sir,

Sub: **CONTRACTS – Awarding of Contract activity of Outsourcing activity of Retired Drivers and Private Drivers as Parking Drivers in the Depots of Secunderabad Region**– Submission of Tender Form – Reg.

Ref: Tender Notification No.E5/122(11)/2024-SR, dated: 06.08.2023.

I/We hereby submit my Tender in the prescribed Tender Form. I/We 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
(IN BLOCK LETTERS)

PHONE NO & CELL NO:

**TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF
OUTSOURCING ACTIVITY OF RETIRED DRIVERS AND PRIVATE DRIVERS TO
UTILIZE AS PARKING DRIVERS IN _____ DEPOT OF
SECUNDERABAD REGION OF GREATER HYDERABAD ZONE**

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 : Provision of Private Drivers as Parking
Drivers (Highly Skilled Category) on
Outsourcing in _____ Depot of
Secunderabad Region

Note: 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.

6. a) Region 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) Firm Registration. _____
(Copy enclosed) Yes/No
- c) Details of PF Code & ESI Code Nos. PF. No. _____
ESI No. _____
(Copies enclosed) Yes/No
- d) PAN Number _____
(Copy enclosed) Yes/No
- e) GST No. _____
(Copies enclosed) Yes/No

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9. Details of Earnest Money Deposit (EMD) drawn in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region (DD to be enclosed)

- a) Amount paid towards EMD : ₹ _____
- b) DD/Banker's Cheque No & Date : _____
- c) Name of the Bank/ Branch : _____

10. I/We submit the following Sureties, who have 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 Licence

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.

TERMS AND CONDITIONS

I. GENERAL:

1. (a) The Tender Forms can be downloaded from the website (<http://www.tsrtc.telangana.gov.in>) from **09.08.2024 to 22.08.2024**. The Cost of Tender Form for each activity is Rs.1180/- (cost Rs.1000/- + Rs.180/-(GST)), for which a Demand Draft can be “ **drawn in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region** for each Depot/Unit separately which is to be enclosed with EMD amount payable and along with the Tender application at the time of submission of Tender Form.

(b) The sealed cover should be placed in the sealed tender box, kept in the Office of the Regional Manager, Secunderabad Region, JBS, 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 works of Private Drivers as Parking Drivers in the units of Hyderabad Region. 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 Highly Skilled is Rs.21,953/- 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.

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- 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.26,340/- 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 **Two (2) Years** from the date of agreement and extendable upto **One (1) 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, 2nd Floor, Jubilee Bus Station, Secunderabad **before submission of the tender form. Later no clarification will be entertained.**
 14. 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.
 15. 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 Licence to more than one licensee to do the same type of contract in the same premises.
 16. The right given under this contract is not transferable.
 17. The Corporation reserves its right to reduce/increase the manpower requirement by giving one month notice to the Contractor/Agency as and when needed.
 18. Interested parties may inspect the premises of contract before submitting the tender form.
 19. 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.

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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 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, nonpayment of taxes to Statutory Authorities will cause termination of Licence and vacation of premises.
9. GST 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 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.

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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. ELIGIBILITY CRITERIA FOR PARKING DRIVERS & OTHER CONDITIONS:

1. The Contractor has to provide Private Drivers or Retired Drivers of TGSRTC (upto 65 years of age) to work as Parking Drivers subject to Medical Examination and declared fit.
2. The Parking Drivers engaged by the Contractor must be in possession of valid Heavy Vehicle Driving Licence for a period of at least 18 Months before the date of agreement. The Drivers shall be in possession of valid Licence for Heavy Goods Vehicles and Heavy Passenger Vehicle.
3. 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 case. The Contractor shall satisfy the RTC with regard to the arrangements made by him to fulfill his obligations arising out of this clause by way of Insurance Policy.
4. The Contractor shall insure the lives of the workers engaged by him for any eventual risks that might crop up in the event of any accident and it shall be sole responsibility of the contractor to meet all the claims/compensation for disability of loss of life of the workers and damage to the equipment pertaining to TGSRTC if any.
5. The Contractor has to provide the parking drivers (not exceeding One Parking Driver for every 25 Buses), duly paying those minimum wages applicable to the Highly Skilled category as prescribed by the Government from time to time.

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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 Highly Skilled is Rs. 21,953/- contribution towards PF, EDLIF, ESI, Administrative and Inspection Charges and minimum 7% Profit Margin of 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 Competent Authority concerned shall be given preference.
 - b) The Tenderer who holds a valid Labour Licence under Contract Labour (Regulation and Obligation Act, 1970) will be given preference.
 - c) The Tenderer with at least Two (02) years of registration in force under shops and establishments Act, 1988 only and at experience for the same/similar nature of work (like manpower 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 TGSRTC 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. EMD:-

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, TGSRTC, Secunderabad Region, payable at any 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.

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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.
6. 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 10 days from the date of communication, the EMD will be forfeited.

VI. SECURITY DEPOSIT:

1. The successful tenderer has to pay Security Deposit which is equivalent to ONE MONTH remuneration through DD in favour of Dy.CAO/HR 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 Security Deposit 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 SD 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 he 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.

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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 and its decision in this regard shall be final.
2. The contract shall be terminable with **One (01) month advance notice** by either party after completion of **One (1) year period**.
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 or supply of allotted manpower, 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 forfeiting 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/- or equal to work undone whichever is earlier 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. Penalties may be imposed for number of times not exceeding 30 in a month.
 - 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.

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2. Payment of monthly remuneration will be made only on submission of proper claim duly certified by the Maintenance 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, any Acquaintance, PF/ESI Challan copies, performance details.
4. 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.
5. In case the Contractor, who is not in possession of PF code No's, 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, TSRTC for the current month.
6. 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.
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**".

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