TELANGANA STATE ROAD TRANSPORT CORPORATION KHAMMAM REGION TENDER FORM

Affix latest photo and attested by the Gazetted Officer with stamp & seal

To The Regional Manager, TSRTC, Khammam Region, KHAMMAM.

Sir,

Sub : TENDERS – Awarding of Outsourcing Contract work for providing of E-8 Attenders at RM's Office, Khammam – Submission of Tender Form – Reg.

Ref: Tender Notification No. M1/725(25)/2024-RM:KMM, Dt.24.07.2024.

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I hereby submit my/our tender in the prescribed Tender form. I / We, read thoroughly the job description. Terms and Conditions made available together with the tender form and understood the full contents.

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

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

Yours faithfully,

Encl. : As above.

SIGNATURE OF THE TENDERER

Date :

Full Name (in block letters) & Permanent Address Of the Tenderer(s) with Telephone Numbers

APPLICATION FORM TO BE FILLED BY THE TENDERER

	01. Name of the Tenderer(in capital letters)
	02. Father's Name
	03. Firm Name:
	04. Full address of the tenderer:
	05. Nature of work: PROVIDING OF E-8 ATTENDERS AT RM's OFFICE, KHAMMAM.
	06. Remuneration required for engaging E.8 Attenders at RM's Office, Khammam.(amount to be mentioned : Rs . Figures and words clearly)
	07. Labour Licence No.:
	08. Details of PF & ESI : No. (Copy to be enclosed)
	09. Details of GST Registration No/Pan Card No.:
10	EARNEST MONEY DEPOSIT: REGISTRATION FEE PARTICULARS FOR DOWNLOADED TENDER FORM form.
	DD/BCNO. & Date
	Amount For Rs
	Name of the Bank

Sl. No.	Name of the surety with full address	Occupation & Financial status	Signature of Sureties
1.			
2.			

SIGNATURE OF THE TENDERER

TENDER CONDITIONS FOR CONTRACT WORK OF OUTSOURCING OF ATTENDER WORK TO THE SOLE AGENCY AT RM'S OFFICE, KHAMMAM

1) The successful bidder (sole Agency) has to carryout the contract work of Attendent works every day in the Units of RM's Office, Khammam.

2) The tenderers have to quote rate for the above work as specified in the Tender Notification.

3) Finalisation of Tenders will be by way of negotiation by the Tender Committee with each of the Tenderers and decision of the Tender committee in that regard shall be final.

a) Other things being equal, the tenderer who is holding GST, PF & ESI Code NOs. issued by competent authorities concerned shall be given preferences.

b) Other Things being equal, if more than one tenderer quoted lowest minimum amount of monthly remuneration/licence fee and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTERY.

c) If the lowest monthly remuneration quoted by any tenderer who does not have PF & ESI Code Nos. is less than the monthly remuneration quoted by the tenderer holding PF & ESI Code Nos. the Tender Committee shall have right to negotiate with the Tenderer holding PF & ESI Code Nos., so as to give preference to him.

d) If the tenderer quotes less than the above specified value, such a quotation will automatically be disqualified.

e) The candidates sponsored by the agency must be qualified in the Test conducted by TGSRTC to the post of Attender.

f) The details of date and time of submission of opening of tenders is furnished as follows: The sealed cover should be placed in a tender box, kept in the office of the Regional Manager, Khammam at Old Bus station, Khammam from 10.30Hrs upto 14.00 hrs. on 18.09.2024 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 at New Bus station, Khammam.

4 (i) The successful bidder has to deploy the persons daily at the work spot to undertake the work – Contract.

The successful Tenderer shall provide minimum 15% of SCs, 6% of STs, 29% of BCs (BC-A:7%, BC-B 10%, BC-C 1% BC-D 7%, BC-E 4%) out of the total requirement notified. This specified number of workmen have 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.

(ii)The successful contractor should produce the persons, who proposes to deploy against the work, along with their certificates concerned, before the Tender Committee immediately on finalization of the Tender.

(iii)In case of the contractor deploys any of his family member 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 as well as the reported family member of the contractor individually.

(iv)The workmen have to strictly follow the office timings allotted to them. The Unit Officer/Supervisor incharge is authorized to change the office timings based on the day to day requirement.

(v)The successful contactor/Agency has to furnish the passport size photographs of the persons 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 person. The contractor shall not change the person without prior approval of Unit Officer/Supervisor in charge.

(vi)The working period of outsourced activity may be reckoned as 21^{st} of previous month to 20^{th} of the current month and take necessary steps to prevent the bill by the contractor/outsourcing agency in time and ensure that the remuneration of the contract/outsourced persons shll be paid on 1^{st} of every month.

(vii)In charge supervisors shall maintain Registers regarding Attendance and work carried out by the persons engaged by the Contractor.

(viii)The Incharge Supervisor shall certify the claim submitted by the contractor with reference to the register maintained.

(ix)If any person of Contractor/outsourcing agency absents on a particular day, the corresponding wages has to be deducted from the contract in monthly remuneration bill.

(x)The tools and plants required for attending the assigned duties will be supplied by the Corporation

(xi)In the event of the contractor continuously defaulting and not supplying prescribed number of persons regularly, the Regional Manager concerned on the recommendations of DM/Unit Officer can terminate the contract with a month's Notice.

(xii)The out-sourced Attender shall be kept under the constant Supervision of the Depot Manager/ Unit Officer/PD Supervisor concerned.

(xiii)The payment shall be made by way of crediting the salaries to the Bank. Account of the concerned Typist by the contractor invariably. The Agency is responsible for any objections, disputes, raised either by Labour Department or the typist engaged by it on any payment to be made to the workers and on any penalities levied by the Government or any other statutory authorities.

5) The period of contract is TWO YEARS from the date of agreement and will be extended One(1) more year based on Satisfactory performance.

6) Earnest Money Deposit (Through DD/BC) amount mentioned in the Tender Notice i.e., **Rs. 1,10,000.00** should be paid along with Tender Form.

7) The EMD prescribed should be paid through crossed Demand Draft drawn "**in favour of Accounts Officer, TGSRTC, Khammam Region**" payable at Khammam and 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.

8) EMD is not exempted to any Society/Voluntary Oganisations/Institutions/Communities etc.

9) The Corporation is not responsible, if the tenders are held up due to litigation in Hon'ble Courts OR any other administrative reasons.

10) The EMD amount of unsuccessful bidders will be refunded after finalization of tenders without any interest.

11) 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.

12) In case of Firms / Companies / Corporations etc., the authorized representatives can submit the tender application along with authorization letter.

13) The interested parties may inspect the premises of contract before submitting the Tender form.

14)The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for **Rs. 1,10,000.00 and Rs.1770/- towards registration fee** 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 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 sealed cover should be placed in a tender box, kept in the office of the Regional Manager, Khammam **from 10.30Hrs upto 14.00 hrs. on** ______ 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.

16)Tender Forms not accompanied by the Demand Draft, 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) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.

19) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.

20) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of TWO YEARS 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.

21) 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), failing which allotment is liable for cancellation and the EMD paid by him shall be forfeited to the Corporation without any further notice / intimation. Security Deposit will not carry any interest.

22) The monthly remuneration will be paid to the successful bidder every month by the Corporation.

23) 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 fresh deed of agreement by such legal heir.

24) QUALIFICATIONS:

The persons to be deployed by the Contractor shall invariably possess the following qualification

ATTENDER:

i) Must have passed 7TH OR its equivalent examination.

ii) Must be above 18 years and below 60 years of age as on the date of filing tender provided they are physically fit.

25) The Attender should contract the supervisor on-duty at Office before and after spell of his/her duty and furnish the position from time to time.

26)(a) Remuneration will be arranged by way of Account Payee crossed Cheque on monthly basis on certification given by PD Supervisor.

(b) 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 and 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.

© The contractor shall arrange salaries to the works engaged through Bank Account only

27) The Contractor is liable for any obligation arises out of his contract in respect of labour engaged by him.

28) 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 with regard to the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.

29) In case the contractor, who is not in possession of PF and ESI 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 and 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.

30) In case of the contractor who is in possession of individual PF/ESI Code Nos., 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 and 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.

31) The contractor has to contract the Labour Dept., 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.

32) The contractor has to obtain license from the Licensing Officer under "Contract Labour (R&A) Act, 1970" to carry out the work contract in question in the contract area in the Establishment of TGSRTC and submit a copy of the same to the Unit Officer / Depot Manager concerned before commencement of the contract.

33) The contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made three-under from timeto time, like Payment of Minimum Wages, Provident Fund, EDLIF, ESI, Weekly Off etc., as prescribed by the State Govt., from time to time and submit the proof of compliance along with the monthly bill to the Unit Officer / Depot Manager concerned for payment. He has to indemnify the Corporation all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.

Any excess deductions made by the Contractor/outsourcing agency in violation of the instructions shall result in stringent action including termination duly protecting the interest of outsourced persons.

34) The Security Deposit is refundable on the expiry of the period of Contract without interest and subject to the performance and fulfillment of agreement conditions.

35)(a) The Security Deposit paid by the contractor is liable to be forfeited in the event of noncommencement 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 condition of the tender form besides termination of contract.

(b) The Security deposit is liable to be forfeited in case the contractor fails to execute the contract for the period agreed to under the contract.

36) The Security Deposit is liable to be forfeited in case he/she fails to execute contract for a minimum period of ONE YEAR.

37) The allotment of contract shall be non-exclusive i.e., the corporation shall have the right to grant licence to more than one licence to do same type of business/service contract in the same premises.

38) The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about deduction of the PF amounts from wages of the persons engaged by contractor and recovering the matching contribution (employer's EDLIF; ESI) and any other recoveries that are to be made from the persons engaged by the Contractor at the rates prescribed from time to time and its remittance to the Authorities concerned.

39) 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 the Administrative and Inspection charges at the rates prescribed by the Govt., from time to time and remit to the Secretary, PF (Trust), Hyderabad. If the tenderer is in possession of Code No. allotted by the Regional Provident Fund Commissioner, he shall remit the PF deductions to the respective RPFC under intimation to the Depot Manager and he need not remit the PF deductions to PF Trust. Similarly, the contractor should remit the ESI contributions to the Authorities concerned under intimation to Corporation. Preference will be given to the tenderer possessing License obtained from the Labour Dept., Code Nos. allotted by the RPFC and ESI.

40) The contractor is liable to pay the damages, if any, caused to the premises or movable and immovable property of the Corporation, by him or by his agents or representatives as determined by the Unit Officer. The Unit Officer shall have the right to recover such amounts towards the 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.

41) Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract work shall render the contract liable to be terminated duly forfeiting the Security Deposit.

42) 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.

43) 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 and damage to the equipment pertaining to TSRTC if any.

44) The contractor is liable for imposition of penalties upto Rs. 1000/- in case of complaints from the staff, officers and public on maintenance of work and the same will be deducted from the remuneration or 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/work". Penalties can be levied by the authority who enter the agreement.

45) The Contract is liable for termination in the event of contractor failing to do the contract for continuous period of 90 days which shall also carry necessary penalties and forfeiture of security deposit.

46) The Rights given under the Contract are not transferable.

47) The contractor is not permitted to sub-let the contract work to any other sub-contractor.

48) In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, Telangana State Road Transport shall be final.

49) The persons employed by the contractor shall not have any right or claim whatsoever for employment in the Telangana State Road Transport Corporation at a future date.

50) In case of mis-behavior, assault on employees of the Telangana State Road Transport Corporation by the contractor or his representatives / workers it will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit and Criminal action.

51) The Management reserves right to reject any or all tenders without assigning any reason thereof. The Management also reserves the right to allot the contract to any person of its choice through negotiations with the tenderes 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.

52) The contractor should adhere to all acts and laws enforce applicable to his business and for any violation of such laws the sole responsibility lies with the Contractor.

53) In the event of any statutory authority imposing any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation has got the authority to keep and recover such amount due to contractor like remuneration / security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions may also be reason for termination of contract.

54) On the expiry of the period of licence or on its termination, as the case may be the contractor shall handover the equipments supplied by Department if any to the Unit Officer concerned in good working condition.

55) The contractor shall pay all the taxes including 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 view of non payment of taxes or default therein. Any default, non payment of taxes to statutory authorities will cause termination of Contract.

56) 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.

57) Income Tax as per the provisions of I.T. Act and other taxes if any will be recovered from the monthly payment and the contractor has to obtain the PAN Number from the Income Tax Department and the same is to be produced.

58) 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 background. If any such persons are engaged, the contractor is solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his contract.

59) Damages if any, caused by the workers shall be recovered from the payments, to the Corporation.

60) 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.

61) All the above terms and conditions will form part of the agreement of the licensee and the Contractor will be bound by the conditions in addition to all other conditions prescribed by the Corporation during the subsisting period of contract. The Corporation is having right to incorporate any fresh clauses or to delete any existing clauses in Agreement.

62) The tender form is not transferable i.e. the person who purchases the tender form shall only the participate in tenders. If the names of the purchaser of the tender form and the participant differ, the tender will be treated as invalid and rejected a part from forfeiture of EMD. In case of the organizations/companies/corporations etc., the authorized representatives can submit the tender application along with authorization letters.

DETAILS OF WORKS TO BE CARRIED OUT BY ATTENDER.(Annexure-I)

(1) He/She shall attend at Office time communicated by Management on all working days with an half an hour lunch as specified.

(2) He/She is not allowed to leave the office during working hours unless permitted by the Unit Officer/ Supervisor Incharge on urgent personal work.

(3) He/She must attend to their work allotted promptly without wasting time.

(4) He/She shall follow office discipline.

(5) He/She should not attend office under the influence of liquor or intoxicated condition.

(6) Should attend payment of Telephone/Water/Electrical bills and also to attend other Govt. Offices etc., as entrusted by the Unit Officer/Supervisor Incharge.

(7) Shall keep the office premises, furniture, office equipments, chambers of the officers and tables of staff working at the offices clean and tidy.

(8) Shall maintain the crockery and cutlery in the office any damages shall be recovered from the remuneration.

(9) Shall provide drinking water/Tea etc., to the office personnel.

(10) Any other item of work entrusted by the Unit Officer/Supervisor Incharge.

(11) Two sets of white colour uniform per year shall be supplied to Attender Category by the Contractor/Outsourcing agency.