

Tender form for HSD Oil Top-up
(Downloaded)

**TELANGANA STATE ROAD TRANSPORT CORPORATION
KHAMMAM REGION
TENDER FORM**

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

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

Sir,

Sub : CONTRACTS : Awarding of Outsourcing contract of HSD Oil Top-up with the job of entering the top-up details in the computer and generation of log sheet challans at _____ Depot – Submission of Tender Form – Reg.

Ref : Tender Notification No. M1/725(01)/2024-RM:KMM. Dt.13.03.2024.

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I 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.

SIGNATURE OF THE TENDERER

Date : _____

Full Address of the Tenderer : _____

(in block letters)

Phone _____ Cell No. _____

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1. Nature of work : Topping-up of HSD Oil along with the Job of entering the Top-up details in the Computer and generation of Log sheet Challans.
2. a) Particulars of the place : _____
- b) Required Men : _____
3. Remuneration required for the work mentioned (amount to be mentioned figures and words clearly) (E.____ Un- : Rs. _____
Skilled)
4. Previous experience if any :
5. E.M.D. : Rs. _____
6. **Earnest Money Deposit Details**
a) DD/BCNO & Date _____
b) Amount For Rs.. _____
c) Name of the bank _____
7. **Registration Fee Particulars (downloaded tender form)**
a) DD/BCNO & Date _____
b) Amount For Rs.. _____
c) Name of the bank _____
8. Address for Correspondence :
9. Labour Licence No. and Validity :
10. Details of PF Code No. and ESI Code Nos. (Copies of Code allotment Orders to be enclosed) :
11. PAN & AADAR NO (Copies to be enclosed) :
12. Details of GST No. (Copies to be enclosed) :

I offer the following sureties who have signed hereunder as Guarantors :

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

SIGNATURE OF THE TENDERER

TENDER CONDITIONS

- 1) The successful bidder has to undertake the job of Topping-up of HSD OIL along with the job of entering the top-up details in the computer and generation of log sheet challans at _____ **DEPOT.**
- 2) The successful bidder has to deploy **E-_____ (UN SKILLED)** male persons only daily at the work spot to undertake the above said work contract. 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.
- 3) The period of contract is two years from the date of agreement and extendable for one more year on similar terms and conditions on satisfactory performance of the contractor.
- 4) Earnest Money Deposit is **Rs.** _____
- 5) The EMD/Registration fee prescribed should be paid through crossed Demand Draft drawn **in favour of Accounts Officer, TSRTC, 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.
- 6) EMD is not exempted to any Society / Voluntary Organizations / Institutions / Communities etc.
- 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 is not responsible, if the tenders are held up due to litigation in Hon'ble Courts OR for any other administrative reasons.
- 9) The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
- 10) 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 interested parties may inspect the premises of contract before submitting the tender form.

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- 13) The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for **Rs. _____** 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.
- 14) 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 03.04.2024**. 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.
- 15) 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.
- 16) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by TSRTC will summarily be rejected.
- 17) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- 18) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 19) 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.
- 20) The Contract shall be terminable with two months advance notice by either party after completion of 1 year period.
- 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/DM), 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.

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- 22) The remuneration will be paid to the successful bidder every month by the Corporation.
- 23) Payment of monthly remuneration will be made only on submission of proper claim duly certified by Maintenance Supervisor and certificate should be given by Incharge Supervisor with reference to day to day work carried out by the Contractor. Incharge Supervisor should maintain a Register recording the attendance of the workers and works carried out.
- 24) 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.
The contractor should not engage persons below the age of 18 years and above the 35 years of age for the work. At any cost child labour i.e. children below 14 years of age, should never be engaged for the contracted work. The Contractor should deploy only male persons.
- 25) The contractor has to supply and identity plates to the workers. No worker shall be allowed without identity plates. The workers should contact the supervisor on duty at Depot before and after spell of his duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager / Maintenance incharge. 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.
- 26) (a) 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 Dept., or the workers on any payments to be made to the workers and on any penalties levied by the Government.
(b) The Corporation will meet the total additional expenditure that arised 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.**
- 27) The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.

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- 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) The contractor not in possession of PF code, 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, TSRTC 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 TSRTC 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.
- 31) 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.
- 32) 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.
- 33) 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 TSRTC and submit a copy of the same to the Unit Officer / Depot Manager concerned before commencement of the contract.

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- 34) 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 time to 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.
- 35) 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.
- 36) (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 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.
- 37) 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.
- 38) The contractor has to produce a certificate about his performance every month on or before 5th of succeeding month from the authority concerned on the satisfactory performance of the work to the Unit Officer concerned for arranging payment of monthly remuneration which will normally be arranged before 10th of succeeding month.
- 39) 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 Depot Manager. The Depot Manager 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.
- 40) 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.

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- 41) 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.
- 42) The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving Two months notice to the Corporation.
- 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. 500/- 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". Penalties can be levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer) or any higher authority.
- 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) The workers employed by the contractor / or the contractor himself shall not have any right or claim whatsoever for employment in the Telangana State Road Transport Corporation at a future date.
- 49) In case of misbehaviour, 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.
- 50) 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.

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- 51) 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.
- 52) 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.
- 53) 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.
- 54) 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.
- 55) 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.
- 56) 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.
- 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) All the above terms and conditions will form part of the agreement of the contract and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation from time to time.
- 59) 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.

SIGNATUE OF THE TENDERER