### TELANGANA STATE ROAD TRANSSORT CORPORATION NALGONDA REGION

#### TENDER FORM

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



PASSPORT SIZE PHOTO OF TENDERER

Madam.

Sub: CONTRACTS – Outsourcing contract of HSD Oil Top up and Preparation of Accountal Challans contract at Devarakonda Depot – Submission of Tender Application Form - Reg.

Ref: Tender Notification No.P2/122(2)/2022-RM:NLG, Dated: 19.07.2024,

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I/We hereby submit the 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/our contract on being awarded the same.

Yours faithfully,

(SIGNATURE OF THE TENDERER)

Date:

Name & Address of the Tenderer:

Full Name:

Permanent Address:

Contract Number:

# TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF USD OIL TOPUP & ASSISTANCE TO DISPATCH OF VEHICLE TOOLS AT DEVARAKONDA DEPORTS RECOVER.

Mi	nimum No. of persons to be engaged per	r day (Un-Skilled): 03
01	Name of the Tenderer / DOB & Caste (in CAPITAL LETTERS)	* 2 8 JUL 202
02	Fathers name	To the same of the
03	Full address of the tenderer, with mobile no.	.C. NALBO
04	Nature of work for which tender is offered & Minimum no. of men to be engaged	HSD Oil Top up and Preparation of Accountal Challans through Log Sheet Issue Machine
05	If firm/agency mention full address and details:	
06	Monthly remuneration (per month)	Rs. (In words
07	EMD & the cost of Tender form particulars amount, DD NO. Date & Bank	2)
08	Previous Experience if any to be enclosed	
09	Labour licence particulars Validity particulars (to be enclosed)	
10	RPF Code No. & Validity to be enclosed.	
11	ESI Code No. & Validity to be enclosed.	
12	PAN / GST No. & ADHAR DETAILS(to be enclosed)	
13	MIN.NO.OF PERSONS TO BE DEP UN-SKILLED 3 x	LOYED FOR THE ABOVE WORK:  15,104/- = Rs.45,312/-  DLIF, and Profit margin 7% shown in Annexure-II)

1) RATE	OUOTED	FOR CA	RRYING	OUT THE	CONTRACT	WORK:	
,,	200						

Rs.	in	words Rupees:	_

(Including Min. wages, like PF, ESI, EDLIF, and Profit margin 7%)

THE ABOVE WORK BY PROVIDING: 3 UN-SKILLED

(NOTE: Tenderer should not quote less than minimum value of the work)

Note: Please refer the terms and conditions for details of work and for other information.

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

SL NC	Occupation & financial status	Signature of the sureties for the execution of the agreement (Deed of Licence)	
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#### TERMS & CONDITIONS

The successful bidder has to undertake the notified job i.e., HSD Oil Top up and Preparation of Accountal Challans through Log Sheet Issue Machine at Devarakonda Depot.

The period of contract is Two (02) years from the date of agreement and extendable for one more year on similar terms and conditions and satisfactory performance of the contractor.

- 3. The contractor has to deploy Three (3) Un-Skilled persons to carryout contract work at Nalgonda depot.
- 4. No contractor shall quote value less than the minimum value of the work specified in the tender notification of tender schedule for outsourcing of works pertaining to HSD Oil Top up and Preparation of Accountal Challans through Log Sheet Issue Machine against the Devarakonda depot, if any contractor quotes less/Maximum than the minimum value notified such quotations shall automatically be disqualified. The job description is at Annexure-I
- 5. The minimum value of the work contract is assessed to Rs. 45,312/-.
- 6. Earnest money Deposit is Rs.28,000/- & the cost of each Tender form is Rs.1,180/-
- 7. The EMD & the cost of each Tender form Rs.1,180/- prescribed should be paid through crossed Demand Draft separately drawn in favour of "Accounts Officer, TGSRTC, Nalgonda Region" payable at Nalgonda in case of failure to enclose the Demand Draft or Money Receipt 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 Organization/Institutions/Communities etc.
- 9. In case Earnest Money Deposit paid by the Tenderer is less than what is stipulated in the tender notification or the MED paid through other means i.e., in a manner other than the stipulated terms and conditions, the tender will be rejected.
- 10. The corporation is not responsible, if the tenders are held up due to litigation in Hon'ble Courts or for any other administrative reasons.
- 11. The EMD amount of unsuccessful bidders will be refunded after finalization of tenders, without any interest.
- 12. 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.
- 13. In case of firms/Companies/Corporations etc., the authorized representatives can submit the tender application along not be permitted to withdraw.
  - a) "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".

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14. The interested candidates/parties may inspect the premises submitting the tender form.

15. The Tenderer must fill the Tender form completely, sign all the papers containing the Terms & Conditions and enclose the Demand Draft in original towards the EMD & the cost of each Tender form Rs.1180/- amount to it and put it in a sealed cover and drop the cover in the Tender Box at Regional Manager's Office, Nalgonda during 11.00 Hrs to 14.00 Hrs on 12.08.2024. 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. Amount quoted by tenderer towards monthly remuneration should be written in both figures and in words clearly and other supporting certificates shall be kept in the cover and sealed. In case of any corrections on the monthly rates 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, the nature of Contract, name and address of the tenderer shall be indicated.

- 16. The Tender Form not accompanied by the Demand Draft, as the in original towards requisite EMD: incomplete filled tender forms, failure to sign and failure to enclose terms and conditions will be rejected.
- 17. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by TSRTC will summarily be rejected.

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

- a) Other things being equal, the tenderer who is holding Labour licence, PF & ESI Code Nos. Issued by competent authorities concerned shall be given preferences.
- b) Other Things being equal, if more than one tenderer quotes same rate and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTERY.
- c) If the tenderer quotes less than the above specified value, such a quotation will automatically be disqualified.
- 19. If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- 20. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions within 15 days from the date of Allotment Letter.
- 21. The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of ONE YEAR from the date of entering into an agreement. If he desires to discontinue the contract for reasons whatsoever, before completion of minimum period of ONE YEAR of the contract, the Security Deposit will be forfeited in favour of the Corporation.
- 22. The Contract shall be terminable with two month's advance notice by either party after completion of ONE year.

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23. The Corporation shall have the right to terminate the contract with a month's notice if it is opinion the contract is not satisfactory and his decision in this regard shall be it in it.

The successful tenderer (allottee) has to pay the Security Deposit equivalent to ONE (1) Month remuneration by way of DD and enter into an agreement within the stipulated time failing which the 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.

- 24. The contractor should not engage persons below the age of 18 years and above the 58 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 who shall be able to read and write the Telugu language.
- 25. The remuneration will be paid to the successful bidder every month by the Corporation.
- 26. 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.
- 27. 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.
- 28. The contractor has to supply 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 In charge.
- 29. 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.
- 30. 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 Labor from time to time. He is responsible for any objections or disputes raised either by the labour dept., or the workers on any payment to be made to the workers and on any penalties levied by the Government.
- 31. The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.

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- 32. No compensation shall be paid by the corporation for any injury or death of the workers engaged by the contractor within the premises if the confractlare 1024 he 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 arrangement made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
- 33. In case of the contractor who is in possession of individual PF/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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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 \_\_\_\_\_ and submit a copy of the same to the Unit Officer/Depot Manager Concerned before commencement of the contract.
- 38. The contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there 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 identify the corporation all the claims damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.

The security Deposit is refundable on the expiry of the period of contract without Manufectest and subject to the performance and fulfilling of agreement conditions.

The security deposit paid by the contractor is liable 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) The security deposit amount is liable to be forfeited in the event of non-submission of deed of license after payment of the security deposit amount and commencement of service contract. The security deposit is liable to be forfeited in case the contract fails to execute the contract for the period agreed to under the contract.
- 41. 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.
- 42. The contractor has to produce a certificate about his performance every month on or before 5<sup>th</sup> 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 10<sup>th</sup> of succeeding month.
- 43. 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 recoup the same immediately.
- 44. 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.
- 45. The corporation shall have right to terminate the contract with a months' notice, if in its opinion the work of contractor is not satisfactory and its decision in this regard shall be final.
- 46. The security deposit is liable for forfeiture in case the contractor terminates the contract without giving one month notice to the Corporation.
- 47. 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.

- THE REGIONAL 48. The contractor is liable for imposition of penalties up to Rs.500/// complaints from the staff, officers and public on maintenance of work 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 temperation 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 braigo levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer) or any higher authority.
- 49. The contract is liable for termination in the event of contractor failing to do the contract for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of security deposit.
- 50. The Rights given under the contract are not transferable.
- 51. The contractor is not permitted to sub-let the contract work to any other subcontractor.
- 52. In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Vice Chairman & Managing Director, Telanagana State Road Transport Corporation shall be final.
- 53. The workers employed by the contractor/ or the contractor himself shall not have any right or claims whatever for employment in the Telanagana State Road Transport Corporation at a future date.
- 54. In case of misbehavior, assault on employees of the Telanagana State Road Transport Corporation by the contractor or his representatives / workers it will lead to impositions of penalty or termination of contract duly forfeiting the security deposit and criminal action.
- 55. 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 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.
- 56. 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.
- 57. In the event of any statutory authority imposing any punishment likes 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.
- 58. On the expiry of the period of licence or on its terminate, 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.

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OF THE REGIONAL MANAGE he contractor shall pay all the taxes including service tax under the central and state Acts/Hules made there under, applicable to the business. The corporation is not liable penalties in view of nonpayment of taxes or default therein. Any default, WALGONDAYMENT Of taxes to statutory authorities will cause termination of contract.

60. 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.

- 61. Income Tax as per the provisions of IT 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.
- 62. 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 & 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".
- 63. The Contractor/ Agency should provide additional workmen as and when required on the same Terms and conditions during the period of Agreement. In such case the S.D shall be enhanced and the differential Security Deposit shall be collected.
- 64. The corporation shall have right to decrease or increase the manpower / Workmen as an when required on the same Terms and conditions during the period of Agreement.
- 65. The Government implemented GST as applicable w.e.f. 01.07.2017 and decided to collect the same in lieu of VAT and Service Tax earlier applicable. Therefore it is requested to arrange to get the PAN, GSTIN with category of GST i.e., SGST, CGST, IGST and Composition Tax with HSN Code of all the suppliers including other contactors dealing with the units of TSRTC and forward the same to the unit for taking necessary action to get the set off facility.
- 66. All the transactions shall be made only through GST Invoice for both receipts and all payments which contain the details of Invoice No., Date, Goods/Service description, Harmonized system of Nomenclature (HSN code)/ Services Accounting Code (SAC) GST rate, GST amount (both for SGST & CGST/IGST), total amount and also Names of both the Service Provider and Recipient along with respective GSTIN and other details without fail.
- 67. 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.

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## TERMS & CONDITIONS FOR DEPLOYMENT OF MANPOWER AND JOB DESCRIPTION.

- ·1. The contractor/Agency should deploy only male candidates to carry out the contract.
  - a) The contractor shall deploy 03 Un- skilled persons to maintain the records at DC Oils Section for top up and other related works.
  - b) The candidate should possess a minimum qualification of ITI with Diesel Mechanic Trade.
  - c) Must be above 18 years of age as on date of filing of Tender.

d) Must produce a fitness certificate from any of the Govt. Docor, and Blebon rank of Civil Asst. Surgeon. (Proof of documentary submitted by the Contractor before allotment).

#### JOB DESCRIPTION

- 1. HSD OIL TOPUP:
  - a) The Contractor shall ensure proper Top up of HSD Oil as per the specific Alignment and ensure the recording of the same for each Bus daily.
  - b) He should quote clearly the rate per litres offered for Top up of HSD Oil.
  - c) The Contractor ensure proper Top up of HSD Oil as per the specification and ensure the recording of the same for each Bus daily and shall maintain appropriate records in the computer, generation of Log sheet challan and working in oil sections also.
- 2. The Contractor shall be responsible for the Security of oil Bunk and all kinds of oil s thereof and should report to the oil section Incharge/Mechanical Supervisor daily before the start & end of the shift.

#### Annexure-II

As per Cir.No.PD-10/2024,Dt.07.06.2024, (w.e.f.01.04.2024) Minimum Un-Skilled/ Semi-Skilled/Skilled workers wage is Rs. 12142/-, 14345/- & 17598/-. The details of minimum wages are furnished hereunder:

•		%on wages	With ESI		
SSI.No.	Description		Un- Skilled	Semi- skilled	Skilled
1	WITH PF ACCOUNT		12142	14345	17598
	PF	12%	1457	1721	1800
2	Admn. Charges Cir. PD- 09/2018, Dated. 18.07.2018.	0.5%	61	72	88
3	EDLIF	0.50%	61	72	88
4	ESI (w.e.f.,01.07.19)	3.25%	395	466	572
	Total		14116	16676	20146
5	Profit	7%	988	1167	1410
	Total amount payable		15104	. 17843	21556