SWEEPING, CLEANING &WASHING OF BUSES CONTRACT At SATHUPALLY Depot (OTHER THAN SPECIAL TYPE)

TELANGANA STATE ROAD TRANSPORT CORPORATION KHAMMAM REGION

Passport size Photograph of The Tender

To
The Dy. Regional Manager(M),
T. S. R. T. C.,
KHAMMAM Region.

Sir,

SUB:- Contracts: Awarding of Contract relating to Cleaning, Sweeping and Washing of Buses at SATHUPALLY Depot of KHAMMAM REGION – Submission of Tender form.

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

I here by submit that my Tender in the prescribed form. I/We read thoroughly job description, Terms & Conditions supplied together with the Tender Form and understood the full contents.

I/We here by further agree to abide by the Terms & Conditions stipulated by the Corporation from time to time, during the operation of the contract on awarding the same.

Yours faithfully

Encl: As above.

Date:

(Signature of the Tenderer)

Full Name & Permanent Address of the Tenderer with CELL No. (in Block Letters)

PROFORMA OF APPLICATION FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF SWEEPING, CLEANING &WASHING OF BUSES CONTRACT At SATHUPALLY Depot (OTHER THAN SPECIAL TYPE)

No. of	Buses h	eld at the De	pot (Type – v	vise)					
Palleve	elugu/Ci	ty Ordinary :	11						
Expres	s/Metro	Express/Sen	ni Low Floor:	: 09					
Deluxe	Metro	DELUXE/ S	Saptagiri Delu	ixe: 02+04=	=06				
Super l	Luxury /	Non- AC M	eghdoot/Non	-AC Low l	Floor				
Garuda	a/ AC Su	per Luxury	AC Low Flo	or:					
Total F	Fleet :26	,							
No.of	Washing	Plants avail	able at the De		atic l				
		of persons to LLY DEPO		per day : E-0		lled), E-01 (Semi-Skilled) Workers.			
1.Name of the Tenderer (in capital letters)									
2. Fath	er's Nar	ne			•				
3. Full	Address	of the Tend	erer		·				
4. Natu	ire of W	ork: Sweepii	ng, Cleaning	,Washing an	nd MWP of	Buses (OTHER THAN			
II For	Deluve	Express Pal	llevelugu / Ci	ty ordinary	hucec.	SPEICAL TYPE)			
		utomatic was	_	ty Ordinary	ouses.				
	S. No.	Туре	Sweeping	Washing	MWP				
-		Deluxe							
		Express							
		PV/C.Ord							
b)	With Co	onventional	washing plan	t:					
	S. No.	Type	Sweeping	Washing	MWP				
-		Deluxe							
		Express							

PV/C. Ord

c) E-04 (UN-SKILLED)WAGES d) E-01 (SEMI-SKILLED)WAGES 5. Remuneration offered Rs	= Rs. 15946/-	TOTAL: 77,683/-					
6. No. of Workmen /Contract Labour to be Day to undertake the work contract: E-0),E-01 (SEMI-SKILLED)					
7. Labour Licence No. & Validity (if any) _							
8. Details of PF Code No. & ESI Code No.	(if any)						
9. PAN NO							
10. ADHAR NO							
11. Previous experience (if any)							
12. Details of Earnest Money Deposit "draw	vn in favour of A	Accounts Officer, TSRTC KHAMMA	M				
Region".							
a) Amount paid towards EMD Rs							
b) Demand Draft/ Banker's Cheque No. & Date							
c) Name of the Bank							
13. Registration fee Amount (down Registration fee details a. DD/BC.No. & Dt. b. Amount for Rs. c). Name of the Bank I / We undertake the following sureties, who ha							
S.No. Name of the Surety Sureties With full address	Occupation	Signature of the For the execution of the					

Agreement (Deed of Licence) 1 2

Note: 1. If Super Luxery vehicles are not done mopping & under chasis washing the rates applicable to Deluxe will be paid.

2. Rates to be quoted in two decimals only.

SINGATURE OF THE TENDERER.

TENDER CONDITIONS

- 1. The successful bidder has to undertake the job of Sweeping, Cleaning and Washing of vehicles in the contract area specified in the tender application.
- 2. The successful bidder has to deploy ______ persons / contract labour 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 initially 3 YEARS from the date of agreement and extendable for 2 (Two) years Extendable based on the performance on similar terms & conditions.
- 4. Earnest Money Deposit is Rs.1,17,000/-.
- 5. The EMD prescribed should be paid through crossed Demand Draft drawn in favour of "ACCOUNTS OFFICER, TSRTC, KHAMMAM REGION" payable at KHAMMAM or Money Receipt can be obtained by paying EMD amount at the TSRTC Depot Manager's Office of concerned depot and 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.
- 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.
- 13. The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for **Rs.** 1,17,000/- should be enclosed together with the terms and conditions duly signed on each page. Amount quoted by tenderer towards monthly license fee 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 license fee it 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 monthly license fee 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 business, 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, TSRTC, KHAMMAM OLD BUS STATION upto 14.00 hours on 03-04-2024. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 hours 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, failure to sign and failure to enclose terms and conditions will be rejected. Also, the successful tenderer has to submit a solvency certificate issued by the competent authority.
- 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 TWO YEARS from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of the minimum period of contract, he/she shall forfeit the Security Deposit in favour of the Corporation.
- 20. The Contract shall be terminable with two months' advance notice by either party after completion of two years period.
- 21. The successful tenderer (allottee) has to pay Security Deposit which is equivalent to **ONE** MONTHS License fee/Remuneration, in cash and enter into an agreement with the Corporation with the DY.RM(M) concerned, 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.
- 22. The license fee 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 Licensor may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of license on execution of fresh deed of agreement by such legal heir.
- 24. The contractor should not engage persons below the age of 16 years and above the 60 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.
- 25. The contractor has to supply uniform to the persons engaged by him and Identity Plates also to the workers. No worker shall be allowed without Identity Plates and uniform. The workers should contact the supervisor on duty at Depot before and after spell of his/her duty and furnish the position from time to time.
- 26. 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.
- 27. The contractor is liable for any obligation arising 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 TSRTC with regard to the arrangements made by him to fulfill his bligations 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 License fee.
- 31. The contractor has to contact 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 **TSRTC SATHUPALLY DEPOT** and submit a copy of the same to the Licensor and 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 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 indemnify the Corporation all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
- 34. The Security Deposit is refundable on the expiry of the period of License 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 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 business/service contract.
- 36. 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 allotment of contract shall be on NON EXECLUSIVE i.e. the Corporation shall have the right to grant license to more than one licensee to do the same type of contract in the same premises.
- 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 licensee at the rates prescribed from time to time and its remittance to the concerned authorities
- 39. The Contractor has to produce a certificate about his performance every month on or before 5th of succeeding month from the concerned authority on the satisfactory performance of the work to the concerned Unit Officer for arranging payment of monthly remuneration which will normally be arranged before 10th of succeeding month.

- 40. 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, 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 Licensor and he need not remit the PF deductions to TSRTC PF Trust. Similarly, the contractor should remit the ESI contributions to the concerned Authorities under intimation to Corporation. Preference will be given to the tenderer possessing License obtained from the Labour Dept. and Code Nos. allotted by the RPFC and ESI.
- 41. 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 Licensor. The Licensor 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.
- 42. 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.
- 43. 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.
- 44. The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving three months notice to the Corporation.
- 45. 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.
- 46. The contractor is liable for imposition of penalties up to 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". Penalties to be levied by the authority who enter the agreement (i.e., RM/DY.RM(M)/DM/Unit Officer).
- 47. The license is liable for termination in the event of contractor failing to do the contract (for which the license is granted) for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of Security Deposit.
- 48. The Rights given under the Contract are not transferable.
- 49. The contractor is not permitted to sub-let the contract work to any other sub-contractor.
- 50. 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, TSRTC shall be final.
- 51. The workers employed by the contractor shall not have any right or claim whatsoever for employment in the TSRTC at a future date.
- 52. In case of misbehavior, assault on employees of the TSRTC by the contractor or his representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.
- 53. The Management reserves right to reject any or all tenders without assigning any reason. 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.
- 54. 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 licensee.
- 55. In the event of any statutory authority imposes 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 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.
- 56. On the expiry of the period of license or on its termination, as the case may be the contractor shall handover the equipments supplied by Department if any to the Unit Officer of the concerned duly handing over the contract.
- 57. 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 license and vacation of premises.
- 58. The Contractor should provide Parking Drivers as per the tender notification to the Depots
- 59. 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.

- 60. No Tenderer can quote value less than the minimum value of work. The Tenderer who holds PF,ESI Code and valid labour license under Contract Labour (Regulation & abolition Act, 1970) and the tenderer with at least ONE year of registration of Firm and experience for the same & similar nature of work (like provision of man power) with the appropriate authority will be given preference.
- 61. Tenderers, those who purchased the Tender Form, has only to submit the tender form, other-wise the tender will be rejected. The tenderers has to enclose a copy of their PAN CARD.
- 62. 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.
- 63. "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".
- 64. All the above terms and conditions will form part of the agreement of the license and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
- 65. The Corporation has every right either to increase or decrease the Manpower as per requirement and also right to terminate the contract with a month notice whatsoever the reason.

Signature of the Tenderer