

BY: CHIEF PERSONNEL MANAGER
T.S.R.T.C.
GREATER HYDERABAD ZONE

TELANGANA STATE ROAD TRANSPORT CORPORATION
GREATER HYDERABAD ZONE
(TENDER FORM NOT TRANSFERABLE)

NAME OF THE DIVISION : _____

TENDER FORM PURCHASED BY : _____

To
The **Executive Director** (GHZ)
TSRTC,
JBS, Picket,
Secunderabad.

PASS PORT SIZE
PHOTOGRAPH TO BE
AFFIXED WITH
SIGNATURE

Sir,

Sub: CONTRACTS – Awarding of contract of provision of Drivers on Outsourcing basis for operation of Cargo Transport Vehicles in the Depots - **Division wise of Greater Hyderabad Zone** – Submission of Tender Form – Reg.

Ref: Tender Notification No.E3/122(5)2023/GHZ, Dt.19.05.2023.

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

Yours faithfully,

SIGNATURE OF THE TENDERER

DATE :
FULL NAME :
PERMANENT ADDRESS :
OF THE TENDERER
PHONE NO & CELL NO :
(IN BLOCK LETTERS)

**TENDER APPLICATION FOR OUTSOURCING THE WORK PERTAINING
TO DRIVERS FOR OPERATION OF CARGO TRANSPORT VEHICLES
IN THE DEPOTS - DIVISION WISE
OF GREATER HYDERABAD ZONE.**

- 1) Name of the Tenderer : _____
(In capital letters)
- 2) Father's Name : _____
- 3) Full Address for Communication : _____
Contact No. /Cell No.
- 4) Date of Birth & _____
Age of the Tenderer
- 5) Mention Full address & details _____
of Firm / Agency
- 6) Nature of Work: OUTSOURCING OF WORKS OF DRIVERS FOR
OPERATION OF CARGO TRANSPORT VEHICLES
IN THE DEPOTS - DIVISION WISE OF
GREATER HYDERABAD ZONE.
- Note: The criteria for allotment of this contract will be based on the lowest amount offered (but not less than the minimum value) and in accordance with terms and conditions.
- 7) a. Division for which Quoted : _____
b. Minimum No. of persons to be deployed : _____
for the above work.
c. Minimum value of the work with PF code _____ per month.
(including PF & ESI Statutory, 7% Profit
Margin and 1/6th Off Reliever Wages)
- 8) Total Amount as per Annexure 'A' for _____
which quoted Rs.
- 9) a) Labour licence No.& validity (if any) : _____
Under contract labour (R&A Act, 1970)
(Copy to be enclosed)
b) Certification of Registration of Firm : _____
(Copy to be enclosed)
c) Details of PF code No. & ESI code Nos. : _____
(Copies to be enclosed)

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- d) PAN Number :
(Copy to be enclosed)
- e) GST Registration Number & Date :
(Copy to be enclosed)
- 10) Previous Experience (if any) :
(Details to be furnished with proof)
No. of years in similar field
- 11) Details of Earnest Money Deposit (EMD) drawn in favour of **Dy. Chief Accounts Officer, TSRTC, Secunderabad Region** (DD to be enclosed)
- a) Amount paid towards EMD : Rs.
- b) DD/Banker's Cheque No & Date :
- c) Name of the Bank/ Branch :
- 12) Details of Cost of Tender Form drawn in favour of **Dy. Chief Accounts Officer, TSRTC, Secunderabad Region** (DD to be enclosed)
- a) Amount paid towards Cost of Tender Form Rs. **1,180/-** (including GST)
- b) DD/Banker's Cheque No & Date :
- c) Name of the Bank/ Branch :
- 13) Date and Time of submission of tender :

I/We confirm my/our acceptance to the Terms and conditions stipulated by TSRTC. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

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Note: All the above columns should be filled up compulsorily.
please read all clauses of Terms and conditions and sign on each page
as
Acknowledgement of acceptance.

SIGNATURE OF THE TENDERER

TERMS AND CONDITIONS

I- GENERAL

1. (a) The Tender Forms can be downloaded from the website (<http://www.tsrtc.telangana.gov.in>) from **22.05.2023** to **31.05.2023**. The Cost of each Tender Form is **Rs.1180/- (cost Rs.1000/- + Rs.180/-(GST))**, for which a Demand Draft can be "**drawn in favour of Dy. Chief Accounts Officer, TSRTC, Secunderabad Region** to be enclosed with EMD amount payable and along with the Tender application at the time of submission of Tender Form.

b) The sealed cover should be drop in the sealed tender box, kept in the Office of the Executive Director, Greater Hyderabad Zone, JBS, 2nd Floor, Picket, Secunderabad from **10.30 Hrs to 14:00 Hrs** on **01.06.2023**, the tenders received after the stipulated date and time will not be accepted. Tenders will be opened at **15.00 Hrs** on the same day by the Tender Committee.
2. The Successful bidder has to deploy **Drivers on outsourcing basis for operation of Cargo Transport Vehicles in Depots as per Division wise requirement of GHZ** daily at the work spot (i.e., Depots as furnished in **Annexure – A**) to undertake the above said work contract as specified in the Tender Notification. This specified number of persons has to be deployed by the successful bidder at the work-spot daily, irrespective of his liability to extend weekly rest to his employees which he has to meet on his own arrangement. The Drivers deployed by the contractor have to follow the timings allotted to them. The Unit Officer / Supervisor in charge is authorized to change the timings based on the day to day requirements.
3. Tenders in the name of minor or on behalf of minors will be rejected. Tenders once made shall not be permitted to be withdrawn.
4. In case of Firms/Companies/Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
5. Tender forms not accompanied by the demand draft in original towards the requisite EMD, incompletely filled in, not having signature on each and every page including the enclosed terms and conditions, will be rejected.
6. Tender forms with any pre-conditions or additional conditions other than those prescribed by TSRTC will summarily be rejected.
7. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.

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8. a) **No contractor can quote value less than the minimum value of work** specified in the tender notification for outsourcing of Drivers for operation of Cargo Transport Vehicle in Depots as per Division requirements of Greater Hyderabad Zone. If any contractor quotes less than the minimum value notified such quotations shall automatically be disqualified.
- b) The interested parties shall submit their tender form/application quoting the "monthly remuneration" expected which includes minimum wage payable (for High Skilled wages as per Govt. of Telangana, Labour Department Cir. No.J2/7846/2012, Dt.29.09.2022) PF, EDLIF, ESI, Administration and Inspection Charges wherever applicable in addition to the minimum profit margin of 7%.
- c) The contractor should quote clearly the rate per month for providing No. of Drivers for the above work as stipulated in the Annexure 'A'.
- d) During the contract period no enhancement will be allowed on the finalized tender rates except increase in the minimum wages as communicated by Government from time to time. "The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contributions towards PF, EDLIF and ESI and **no enhancement of profit margin will be allowed on the corresponding increase in minimum wages, as and when the minimum wages are enhanced during the contract period**".
9. The minimum value of the contract has been assessed based on the following three components :
- a. The minimum wage is as fixed and communicated by TSRTC per month to Drivers as per the rates communicated by the Head office, TSRTC (which is Rs. 19,701/- at present)
- b. The Statutory employee's contribution payable in the respect of the workers towards PF, EDLIF and ESI etc., along with the administrative and inspection charges, wherever applicable.
- c. Over and above the value of the aforesaid two components a minimum profit margin of 7% is allowed for the contractor.
10. In the event of death of contractor, the contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of contract on execution of a fresh deed of agreement by such heir.

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11. Management reserves the right to reject any or all tenders without assigning any reason. Management also reserves the right to allot the contract to any person of its choice through negotiations with the tenderers after justifying their ability to comply with the Labour Laws viz., Payment of Minimum wages, recovery and remittance of contributions towards PF/EDLIF/ESI etc.,
12. 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.
13. The corporation is not responsible if the tenders are held up due to litigations in Courts or for any other administrative reasons.
- 14. Any clarification required regarding the terms and conditions shall be obtained from the office of the Executive Director, Greater Hyderabad Zone, Jubilee Bus Station, IInd floor, Picket, Secunderabad before submission of the tender form. Later no clarification will be entertained.**
15. In all disputes, in case of doubts or interpretation of clauses, conditions and applications of this contract or otherwise, the decision of the VC & MD, TSRTC shall be final.
16. a) The allotment of contract shall be on Non Exclusive basis.
b) The Corporation shall have the right to grant licence to more than one licensee to do the same type of contract in the same premises.
17. The Corporation reserves its right to reduce / increase the man power requirement by giving one month notice to the Contractor / Agency as and when needed.
18. Interested parties may inspect the premises of contract before submitting the tender form
19. The contractor and the Drivers engaged by him for the work are subjected to security check both at the time of entry into and exit out of the premises
20. The Corporation reserves the right to modify any condition/conditions of the Agreement during the period of agreement and the successful tenderer has to abide by the conditions of the Corporation and has to enter into a fresh agreement with the Corporation at his own cost.

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21. The Drivers employed by the contractor shall not have any right or claim whatsoever for employment in TSRTC at a future date.
22. Tenders shall invariably be REJECTED:-
 - a. When incomplete tender form is submitted or tender form with pre-conditions or additional conditions is submitted.
 - b. When the tender is submitted in an irrelevant tender form.
 - c. When the tender is submitted for the business other than the one notified in the tender.
 - d. When the tender form is not enclosed with the original DD towards EMD.
 - e. When the required Xerox copies are not enclosed with the Tender form.
 - f. The demand draft in original towards the requisite EMD & cost of Tender form not having signature of Bankers.
23. 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.
24. In case the Contractor/Agency deploys any of his family members who are covered under the term "Family Members" as defined under Sub-Section 3 of Section 26 of the Minimum Wages Act, 1948, an Affidavit explaining the relationship and dependency shall be submitted.
25. The contractor shall pay the remuneration by crediting to the Bank account of the respective personnel engaged by him, simultaneously enclosing copies as proof for records.
26. The Drivers 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 Drivers without prior approval of the Depot Manager / Unit Officer.
27. On the expiry of the period of licence or on its termination, as the case may be the contractor shall hand over the equipments, if any, to the Depot Manager of the concerned Depot duly handing over the contract.

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28. Non remittance of employee and employer contribution towards PF, EDLIF, ESI. Etc., and submitting fake/tampered receipts of contributions in this regard entails the Corporation to terminate the agreement without any notice besides forfeiting the Security deposit.
29. The monthly bills of the agency has to be processed only after verifying the original receipts of payment of statutory remittances pertaining to PF, EDLIF, ESI etc., of previous month.
30. It is the responsibility of the agency to implement applicable labour laws in respect of driver engaged in this contract.
31. It is the responsibility of the agency to make arrangements for proper prosecution of proceedings either before Motor Accidents Claims Tribunals or Commissioner for Workmen Compensation, Regional Transport Authority (RTA), State transport Authority (STA) or any other statutory body.

II) CRITERIA FOR ALLOTMENT OF TENDERS:

1. The criteria for allotment of this contract will be based on the lowest amount offered which shall not be less than the minimum value and in accordance with terms and conditions specified.
2. The rate quoted shall not be less than the minimum wage payable to Drivers is i.e. Rs.19,701/- plus contributions towards PF, EDLIF, ESI., administrative and Inspection charges and minimum 7% profit margin of the contractor.
3. Other things being equal, preference will be given to the following in the order of priority.
 - a) The tenderer who is holding PF & ESI Code Nos. issued by Competent Authority concerned.
 - b) The Tenderer who holds a valid labour licence under Contract Labour (Regulation and Obligation Act, 1970).
 - c) The Tenderer with at least Two (2) years of registration in force under Shops and Establishments Act 1988 only and with experience for the same / similar nature of work (like man power supply) with the appropriate authority.

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4. Other things being equal, if more than one Tenderer quotes the lowest minimum amount and is found suitable by Tender Committee, and meets all the other criteria specified above the Contract shall be allotted to one of them on the basis of **Lottery**.
5. Finalization of Tenders will be by way of negotiation by the Tender Committee. The decision of the Tender Committee in that regard shall be final.
6. **The persons who are black listed or who have bad track record with the Corporation or against whom business complaints are pending will not be considered for allotment of the contract even if they fulfill all the other conditions.**
7. More participation in Tenders does not confirm any right to the Bidder.

III. EMD:-

1. Earnest Money Deposit is to be paid as specified in Tender Notification/Tender terms and conditions.
2.
 - a. The EMD prescribed should be paid through crossed Demand Draft drawn in favour of Dy. Chief Accounts Officer, TSRTC, (Secunderabad Region), payable at Nationalized Bank only, and in case of failure to enclose the Demand Draft, as specified above in original to the Application, such applications will be rejected.
 - b. The EMD amount shall not carry any interest.
3.
 - a. The tender form duly filled in, along with the Demand Draft in original towards the EMD amount should be enclosed along with the terms and conditions duly signed on each page. Amount quoted by Tenderer should be written in both figures and words clearly and other supporting certificates shall be kept in cover and sealed. In case of any corrections on the rates quoted or any other corrections in the tender form, they should be attested by the tenderer otherwise the tender will be rejected.
 - b. In case of any discrepancy in words and figures, the rate whichever is lower will be reckoned as quoted rate.
 - c. On the sealed cover, the nature of business, name and address of the tenderer shall be indicated.

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4. EMD is not exempted to any society/voluntary organization/institution /communities etc.
5. In case EMD paid by the tenderer is less than what is stipulated in the tender Notification or the EMD is not paid in the form of DD, the tender will be rejected besides forfeiting the EMD.
6. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
7. If the successful tenderer fails to take up the work and provide driver with prescribed experience/qualification within the period specified.
8. The tenders once submitted are not permitted to be withdrawn at any stage of process and the Corporation is not responsible for any delay in finalizing the orders etc., Any such withdrawal of tender would result in forfeiture of EMD.
9. If the successful tenderer fails to pay Security Deposit within 15 days from the date of communication, the EMD will be forfeited.

IV). SECURITY DEPOSIT / BANK GAURANTEE:

1. **Forfeiting of Bank Guarantee: - Bank Guarantee submitted by the contractor is liable to be forfeited in the event of:**
 - a) Non commencement of work / service contract after depositing SD within the stipulated time as per the allotment order or breach of any of the terms and conditions of the Tender Form besides termination of contract.
 - b) Non-submission of Deed of Licence after payment of the Security Deposit amount, within the stipulated time.
 - c) Failure of the contractor to execute the contract for the Minimum period agreed to under the contract.
 - d) **The Security Deposit is refundable subject to claiming any arrears within 3 months before expiry of the period of licence without interest.**

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2. **If the Corporation is forced by the any Court/Tribunal/Labour Commissioner to pay compensation in respect of accidents arise due to negligence of the drivers engaging in this content, the Corporation has right to recover the same from the monthly bills payable to the agency or from the Security deposit of the agency. The same is applicable even if the award was passed after cessation of agreement in respect of accidents occurred during the time period of agreement.**

It is the responsibility of the agency to pay the compensation even if the award was passed after cessation of agreement in respect of accidents occurred during the time period of agreement.

3. **The agency shall arrange immediate financial assistance to cover medicare to injured persons/dependents of the deceased in case of accidents cause to the negligence of the drivers engaged in this contract. If the Corporation arranges the same, such amount will be recovered from the monthly bills payable to the agency or from the Security deposit of the agency.**

V: TERMINATION

1. The Corporation shall have the right to terminate the contract with one month notice, if in its opinion the work of contractor is not satisfactory or if there is no further need for this contract and the decision of Corporation in this regard shall be final.
2. The contract is liable for termination in the event of contractor failing to do the contract for which the licence is granted for a continuous period of 15 days which shall also carry necessary penalties and forfeiture of Security Deposit.
3. 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.
4. Misbehavior or assault on the employees of the Telangana State Road Transport Corporation by the contractor or his representatives/workers will lead to imposition of penalty or and termination of contract duly, forfeiting the Security Deposit beside register a criminal case against the concerned.

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VI. DETAILS OF WORK AND TERMS AND CONDITONS**1. SCOPE OF WORK:****1.1 The Man Power Supply Agency:**

- a) Shall provide Drivers for operation of Cargo Transport Vehicles in the Depot of **Division Wise of GHZ** on payment of Highly Skilled Wages communicated by the Commissioner of Labour, Government of Telangana from time to time, in compliance with terms contained herein including routes, frequency and schedules as specified initially by corporation in the Tender Notification and the same may be revised from time to time;
- b) The Agency shall provide Drivers with a minimum height of 160 CMs and age between 25 years to 50 years. A valid driving license, with not less than 18 months experience to drive HPMV/HGV/HTV or "transport vehicle".

The Drivers shall wear the prescribed uniform while on duty with a valid badge number issued by the Agency. The Driver shall follow the instructions of the authorized officials of the Corporation from time to time.

- c) The Drivers employed by the Agency shall undergo medical fitness examination by a Medical Officer of the Corporation at TSRTC Hospital/ Dispensary as per the Corporation guidelines. The Agency shall pay the requisite medical examination fee. Only medically fit Drivers are eligible to drive the vehicle. The Drivers shall be subjected to periodical medical examination on par with regular Corporation Drivers.
- d) The Agency shall depute the engaged Drivers for imparting requisite training by the Corporation from time to time, duly paying the prescribed fee.
- e) The Agency shall not engage the following category of persons as Drivers for operating the buses.
 - i. A person who has been retired on medical grounds, removed or dismissed from the services of Corporation.
 - ii. A person with criminal records
 - iii. A person with intemperate habits
 - iv. A person who does not comply with conditions mentioned at 1.1 b & c.
- f) The Drivers must have passed SSC or equivalent examination and be able to read the instructions in English & Telugu. They must possess a smart phone and be able to access the Apps concerned through Bio-metric device and Tickets Issuing Machines.

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- g) The Drivers should be willing to work continuously as per the requirements (Ex. On CARGO TRANSPORT VEHICLES till the completion of load distribution). Necessary relief/ rest/ offs will be compensated as per the need.
- h) While operating the buses, if the Driver is found to have committed any irregularity viz., responsible for Fatal/Major accidents, found in intoxicated condition, he shall be withdrawn.
- i) The Drivers engaged on Cargo Transport Vehicles should be responsible for loading/ unloading parcels/ material with the assistance of helper.
- j) The Agency shall maintain a pool of Drivers in 1:2 ratio who were shortlisted by the Committee and found suitable for operating buses, for uninterrupted operations. The pool of Drivers so finalized shall be communicated to the respective Depots.
- k) The Agency should ensure that minimum 9 hours rest is provided before a Driver is booked for the next duty. The Agency shall be in a position to provide Drivers on demand from the pool only.
- l) Safety and security of passengers/goods lies with the Drivers engaged by Agency and the Agency shall be responsible for damages/injury that may arise due to negligence of the Drivers, to the property or the persons. If the Driver is found to be responsible as per the FIR registered, the Agency is liable to pay the cost of damages as estimated by the Corporation or an amount equal to 10% of the monthly bill payable to the Agency, whichever is less.
- m) The Agency shall provide the Drivers with immediate First Aid or admission to the nearest hospital or financial assistance to cover First Aid in case of accidents, as per necessity.
- n) The Agency shall bear all taxes as may be levied under Applicable Laws in relation to the man power engaged by it as per the agreement.
- o) The Agency shall submit regular monthly reports to the Corporation as per format of reports provided from time to time and carry out all activities necessary for the effective implementation of the provisions of this agreement.
- p) The Agency shall be responsible for all the penalties that may arise due to statutory violations by the Drivers under the provisions of MV Act/ Rules or any other Act/Rules.

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- q) The Agency is liable for the damages caused to the Buses that may arise due to any product abuse, accidents, negligence etc. The Agency shall be liable to pay for the repairs upto a maximum of 10% of monthly bill amount to Corporation. This will be reviewed once in 6 months based on previous quarter cost of repairs. If the Driver is found not at fault, this clause shall not be made applicable. The Corporation reserves the right to decide on case to case basis.
- r) The Agency shall not assign or sublet this contract or create any third party interest in or under or any part thereof without prior written permission of the Corporation.
- s) The Agency shall meet the additional Manpower @ 25% requisitioned by the Corporation (as and when required) on existing terms and conditions.
- t) The Agency shall be liable for all the penalties imposed by Corporation that are solely attributable to Agency as per Schedule-II of this agreement.
- u) The Agency shall be responsible to complete daily schedule as given by Corporation as per Schedule-I (Route/ deployment plan). In case, the Drivers are unable to complete the scheduled activity due to any reason other than non-availability of bus, traffic jam, monsoon impact, riots, natural calamities, festivals the penalty shall be imposed as per schedule-II.
- v) Any equipment, Parcels/Goods/ Material loaded in the buses shall be safely handled by the Drivers. In case of any damages, the Agency is liable to pay for the cost of damages assessed by the Corporation.
- w) The Agency shall abide by the instructions specified for operations and safety at all times during contract Period.

1.2 The Corporation shall:

- a) Nominate a Project Manager/ Supervisor to solely coordinate with Agency on day-to-day operations and the Agency shall follow the instructions from Project Manager/ Supervisor of Corporation.
- b) Have the right to press additional Buses into service by issuing a 7 days prior notice to the Agency and the Agency has to arrange requisite number of Drivers to operate these buses.

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2 ROUTES AND SCHEDULES:

- 2.1 The Corporation shall have the exclusive authority to determine Routes, frequency, schedules of the Cargo Transport Vehicles and duties of Drivers as a part of the Fleet Deployment Plan throughout the total contract period. The Agency shall ensure that the Drivers are available to operate on the said Routes, frequencies, schedules and other requirements as specified in the Fleet Deployment Plan given to Agency by the Corporation from time to time.
- 2.2 The Agency shall ensure that the Drivers complete the scheduled operations given to them by the Corporation.
- 2.3 In the event of the Agency making any unscheduled or unauthorized trips after the operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Corporation in relation thereof, the Agency shall be liable to pay the penalty set forth in this Agreement as per Sch-II.

3 BANK GUARANTEE

The Agency shall have to submit bank guarantee for an amount equivalent to one month payment within 10 days from the date of issue of letter for appointment as Manpower supplier Agency. The Bank guarantee shall have the initial validity for 24 months from the date of commencement of Agreement period.

If the contract is extended for another year based on satisfactory performance, the Bank guarantee shall be extended accordingly.

If the Agency defaults in payment of penalty or for breach of any terms and conditions of the agreement, the Corporation shall have the right to invoke the bank guarantee at any time and to adjust the realized amount towards the due amounts payable to the Corporation.

ELIGIBILITY CRITERIA:

The Manpower Agency has to submit their quotes for payment of Drivers wages in compliance with the Minimum Wages Act (incl. Minimum Wage + statutory payments + 7% profit margin) plus 1/6th Off Reliever Wages.

The minimum wage shall be calculated on Highly Skilled wages as communicated by the Commissioner of Labour, Government of Telangana from time to time. The revision of wage is allowed basing on the increase of price index duly complying the Minimum Wages Act as on the day.

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ELIGIBILITY OF INCENTIVE SCHEME FOR PRIVATE DRIVERS:

1. The Drivers engaged by the Agency are eligible for spot incentive as per the existing guidelines of the Corporation.
2. The monthly attendance incentive of Rs.2500/- for 24 working days in a month can be paid in two spells as follows:
 - (i) 1st Spell – payment of Rs.1100/- for a minimum working of 12 days in the first 15 days of the muster period.
 - (ii) 2nd Spell – payment of Rs.1400/- for a minimum working of 24 days in 30/31 days of the muster period

In case the Driver is assigned duties wherein he performs for minimum 24 days during the muster period and does not fall in the above mentioned spells, he will be eligible for payment of Rs.2500/- directly.

3. **An incentive of Rs.1,000/- per month shall be paid to the Drivers engaged by the Agency, subject to the condition that there are no complaints against them in the corresponding month they should have attended duties for a minimum of 24 days in that month.**
4. **An incentive of Rs.1,000/- per month shall be paid to the Drivers engaged by the Agency, subject to the condition that there are no damages and accidents caused by the Drivers in the corresponding month and they should have attended duties for a minimum of 24 days in that month.**
5. An allowance of Rs.225/- for operation of Cargo Transport Vehicles shall be paid to the Drivers on monthly basis for performing a night out duty.
6. The allowance payable for last mile deliveries to various AWCs are in four different slabs
 - i) For deliveries in GHZ area and more than 350 AWCs of other districts :Rs.4000/-
 - ii) For deliveries in 250 to 349 AWCs of other Districts :Rs.3500/-
 - iii) For deliveries in 100 to 249 AWCs of other Districts :Rs.3000/-
 - iv) For deliveries in less than 100 AWCs of other Districts :Rs.3500/-
7. Route Bus Pass facility to travel from residence to Depot & Back as per TSRTC Guidelines.

The above allowances shall be paid to the Agency Drivers directly after pre-audited at Depot level based on the certification of Traffic In-charge. These amounts are exclusive from the amount quoted by the Agency.

4 PAYMENTS TO THE AGENCY:

- a. The payments to the Agency shall be on monthly basis.
- b. The payment of monthly remuneration to the Agency shall commence from the date of taking the Drivers on duty after their successful completion of training.

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- c. In the event of corporation paying any amount to the Drivers on behalf of Agency other than the allowances specified, the same shall be deducted from the monthly payments to be made to Agency.
- d. For the additional manpower provided by the Agency as requisitioned by Regional Manager concerned, the corporation shall pay them wages on par with the existing Drivers duly revising the agreement on existing terms and conditions and collecting the difference of security deposit.
- e. The Agency shall be liable for all the penalties imposed by the corporation as shown at Sch-II that are solely attributable to the Agency.

4.1 Payment Terms

a) Monthly billing Period

The Agency shall submit the bill for the month payable, by 2nd of succeeding month along with proof of wages paid and proof of statutory remittances of previous month (Ex. The February 2023 bill has to be submitted by 2nd March 2023 along with proof of wages paid and proof of statutory remittances of January 2023).

b) Certifying Mechanism:

Certification for payment shall be done by the corporation with reference to number of days and actual utilization of Drivers as per the corporation records and it shall be certified by Traffic Incharge by 4th of the succeeding month.

- c) The claims shall be sent to Accounts Office for pre-audit by 6th of the succeeding month.
- d) The claims shall be returned by Accounts Office by 10th of the succeeding month after pre-audit.
- e) The payment shall be made to the Agency by 11th of the succeeding month, subject to verification of the monthly bill and after making applicable tax deductions at source, discounts and fines/penalties imposed on the Agency, if any.
- f) On receiving the payment on 11th, the Agency has to immediately pay the wages to the Drivers and make applicable statutory remittances viz. PF, ESI, EDLIF, GST etc. by 15th of the same month.

4.2 Fines and Compensation:

Any fines levied by Traffic Police or any Competent Authority will be borne, solely and directly by the Agency. The corporation shall have no liability in relation thereof.

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In case any Driver indulges in unauthorized transportation of passenger/ persons/ goods enroute, the Agency shall be responsible for any consequences arising thereof and also replace the Drivers immediately after completion of the Scheduled trip/ duty. Such replaced Drivers shall not be engaged in future;

The Agency shall depute its Drivers engaged on the Buses for the training imparted by the corporation on safe driving habits, TIMs, Bio-Metric Devices, Courteous behavior and other schemes.

5 TAXES AND STATUTORY LEVIES:

- 5.1 The Agency shall have individual Provident Fund and ESI codes from the authorities concerned. The Agency shall ensure deduction of PF contributions from the wages of the Drivers every month and remit the same to the RPF commissioner by 15th of every month together with matching contributions of the employer (Agency) along with the administrative and inspection charges at the rates prescribed by the Government from time to time to avoid any penalties.
- 5.2 The Agency shall remit the EDLIF contribution on the wages at the applicable rates and remit the same to the RPF Commissioner.
- 5.3 The Agency shall ensure recovery of ESI contributions from the wages of the Drivers and remit the same to the ESI authorities along with employer (Agency) contribution and ensure that all the benefits under ESI scheme are extended to the Drivers under the ESI Act.
- 5.4 The Agency is liable for all statutory or any other obligations arising out of this contract work in respect of Drivers engaged by it. The Corporation has no liability in this regard.
- 5.5 The Agency has to obtain license from the Licensing officer under "Work Contract Labour (R&A) Act, 1970 to carry out the work and submit a copy of the same to the Unit Officer concerned before commencement of the contract.
- 5.6 The Agency has to contact the Labour Department and to maintain the registers as required under Law and as required by the Corporation and the same have to be produced for verification of the authorities concerned.
- 5.7 The Agency shall pay all the taxes including GST under the Central and State Acts/Rules made there under, applicable to this work contract. The Corporation is not liable for the penalties in view of non-payment of taxes or default thereon. Any non-payment of taxes or default to statutory authorities is liable for termination of work contract.

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- 5.8 The Agency has to register its Firm under GST. The Agency shall submit all the GST invoice(s) in the GST format along with the bills every month. On submission of GST invoice(s) by the Agency, Corporation shall release the GST amount paid.
- 5.9 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 withhold Security Deposit, monthly bill amount etc, until it is proved to the satisfaction of the Corporation that such penal actions have been settled. Such actions may also become the reason for termination of contract.
- 5.10 The Agency should adhere to all Acts and Laws applicable to its work contract and for any violation, the sole responsibility lies with the Agency.
- 5.11 The Agency shall insure the lives of the Drivers engaged by it for any eventual risks that might crop up in the event of any accidents caused by the Drivers outside or within the premises of the corporation. No compensation shall be paid by the corporation. It shall be the sole responsibility of the Agency to meet all the claims /compensation for disability or loss of life of the Drivers, passengers and road users and also the damage caused to the buses/material and equipment of the Corporation in such accidents. The Agency shall satisfy the Corporation with regard to the arrangements made by it to fulfill its obligations arising out of this clause by way of an insurance policy.
- 5.12 Income Tax as per the provisions of I.T Act and other taxes, if any, shall be recovered from the monthly payment and the Agency has to obtain the PAN Number from the Income Tax Department and the same has to be produced to the Corporation.

6 OPERATIONS & MAINTENANCE OF STANDARDS:

- 6.1 In the event the Driver arranged by the Agency fails to maintain the security of the Buses and there is any theft or damage of bus component/ spare parts/ hardware/ software/ instrument/ goods in Buses, then the Agency shall reinstall/re-instate such bus component/spare parts/hardware/software/ instrument of the same or equivalent quality and specification after giving prior written information to Corporation.
- 6.2 In the event of such breach in security as explained in the above clause, the Agency shall extend complete co-operation to the Corporation in filing complaints with the Police and or any other investigation undertaken in relation thereof.

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- 6.3 A bench mark fuel efficiency (KMPL) would be prescribed for each Bus and the Drivers supplied by the Agency shall strive to limit the fuel consumption corresponding to that KMPL. A deviation upto 20% will be permitted in fuel consumption and any excess fuel consumption will be liable for recovery from the Agency.
- 6.4 The Agency shall ensure that only the Drivers authorized and allotted by it drive the Buses. In the event of driving by unauthorized persons, the Agency shall be liable for penal action as per Schedule-II and for any consequences arising thereof.

7 FINES / DAMAGES:

- 7.1 Without prejudice to and notwithstanding any other provision of this Agreement, pursuant to which the Agency is liable to pay fines/damages in respect of the deficiencies/events provided in the Schedule-II of this Agreement,
- 7.2 The Agency shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or any other Applicable Laws, in relation to the operations of Buses.
- 7.3 All the fines payable by Agency due to each deficiency/delinquency/event shall be computed and deducted from the monthly payments payable to the Agency;

The payments to be made under Clause 4(Payments to the Agency) shall be made after deducting the total Fines payable during the Payment Period. Penalty charges will be applied against each deficiency/delinquency/event as set out in Schedule-II.

8. CONFIDENTIALITY OBLIGATIONS:

- 8.1 Each Party shall treat as confidential all information received from any other Party in connection with the negotiation or performance of this Agreement and such information shall not be used by the Agency except in connection with the performance of this Agreement;
- 8.2 The above obligation shall not apply to any information which:
- a) Is required to be disclosed by court order or operation of law; in such event, Agency shall so notify the Corporation before such disclosure; and

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- b) Is independently developed by or for Agency by persons not having exposure to the Corporation's confidential information.
- 8.3 No Party shall use any confidential information acquired in relation to another Party for any purpose other than the Contract without the prior consent in writing of such Party;
- 8.4 The Agency is under an obligation to protect Confidential Information as per clause 8, even after the expiry or termination of this Agreement.

9. TERMINATION OF AGREEMENT:

- 9.1 This Agreement shall be valid for a period of 2 years and extendable by one more year based on the satisfactory performance.
- 9.2 Any prior obligations arising for any of the Parties during the validity of this Agreement shall continue to survive after the end of the term or termination of this Agreement.
- 9.3 Any violation or breach of Terms and Conditions of the Contract including unsatisfactory performance shall render the contract liable to be terminated duly giving one month's notice.
- 9.4 The Corporation reserves the right to terminate the Agreement on its own, without default of the agency at any time during the contract period, by giving one month's advance notice to the Agency.
- 9.5 In such circumstances, the security deposit (bank guarantee) available at the credit of the Corporation will be refunded after all the dues payable to the corporation have been settled. Corporation shall not be liable to pay any damages that the Agency may suffer on account of such termination.
- 9.6 The Agency will not be permitted to discontinue the Agreement before completion of one year agreement period.

10 MISCELLANEOUS:

- 10.1 The Agreement shall be governed and interpreted in accordance with the laws of India;
- 10.2 The Courts of Hyderabad alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Agreement.

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- 10.3 The VC&MD, TSRTC reserves the right to modify any condition / conditions of the agreement, and add any other condition/conditions during the agreement period. In case of any dispute or differences arising on the interpretation of terms and conditions of the agreement and the decision of the VC&MD, TSRTC, shall be final and binding on both the parties
- 10.4 Notices: Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses
- 10.5 Nothing herein contained shall be construed to constitute a partnership between the Corporation and the Agency, or to constitute either party as the agent of the other and neither party shall hold itself out as such.
- 10.6 If any provision of this Agreement is declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

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ANNEXURE-A

**Outsourcing of work of Drivers for operation of
Cargo Transport Vehicles in the Depots - Division wise of
Greater Hyderabad Zone**

| Sl. No. | Division | No. of Drivers for CTVs Requirement | Monthly wages (Minimum Wages + PF, Admn Charges, EDLIF, ESI + 7% Profit Margin) | 1/6 th Off Reliever Wages | Total Minimum Contract Value per Month | EMD (Rs.) Round off |
|---------|----------|-------------------------------------|---|--------------------------------------|--|---------------------|
| A | B | C | D | E | F = (D+E) | G |
| 1 | CRM | 49 | 1171198.00 | 195200.00 | 1366398.00 | 820000.00 |
| 2 | HYT | 55 | 1314610.00 | 219102.00 | 1533712.00 | 920000.00 |
| 3 | KP | 39 | 932178.00 | 155363.00 | 1087541.00 | 653000.00 |
| 4 | SD | 71 | 1697042.00 | 282840.00 | 1979882.00 | 1188000.00 |

- a. CRM Division Depots : BKP, FM, FQNR, KCG, MP ,MSRD & RJNR
b. HYT Division Depots : BDG, DSNR, HYT-1, HYT-2, IBPM, MDN & MHRM
c. KP Division Depots : HCU, JDM, KP & MDCL
d. SD Division Depots : CGCL, CNT, HPT, KG, RNG & UPL

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Schedule-I

| S. No | Depot | District | Route course | No.of CARGO TRANSPORT VEHICLES/ Buses | VU in KMs |
|-------|-------|----------|--------------|---------------------------------------|-----------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

Schedule-II

| S.NO | Deficiencies | Fine Amount for violation | | | |
|------|---|---------------------------|------------------|------------------|---------|
| | | First default | Second default | Third default | Remarks |
| 1 | Disobedience and misbehavior on the part of Driver, owner or his representative. | Rs.250/- Day | Rs.500/- Day | Rs.750/- Day | |
| 2 | Non-Stoppage of bus when hailed by the checking officials of the corporation without justifiable cause. | Rs.750/ Day | Rs.1000/- Day | Rs.1250/- Day | |
| 3 | Non-Performance of the scheduled Cargo trips without valid reasons in a calendar month. | Rs.250/ Day | Rs.400/- Day | Rs.600/- Day | |
| 4 | Non-reporting of Driver to on-duty Supervisor in a calendar month. This is in addition to the deduction of wages on pro-rata basis for the number of days absent. | Rs.250/ Day | Rs.375/- Day | Rs.400/- Day | |
| 5 | Non-adherence to the schedule of timings including late running. | Rs.500/- Day | | | |
| 6 | Plying on a route not authorized by the Corporation. | Rs.2500/- Day | Rs.5000/- Day | Rs.7500/- Day | |
| 7 | Any activity detrimental to the Corporation or public interest or violation. | Rs.250/- Day | Rs.375/- Day | Rs.500/- Day | |
| 8 | Non-adherence to rectification of defects observed during physical inspections & road worthiness of bus. | Rs.250/- Day | Rs.500/- Day | Rs.750/- Day | |
| 9 | Unauthorized driving of Bus by any other person. | Rs.1000/- Day | Rs.1500/- Day | Rs.2000/- Day | |
| 10 | Any damage to the fixed infrastructure like railing, lights, bus stops, terminals, parking places etc. during operation, maintenance & parking | Rs.1000/- Day | Rs.2000/- Day | Rs.3000/- Day | |
| 11 | Unwanted stickers, Posters | Rs.1000/- Day | Rs.1500/- Day | Rs.2000/- Day | |

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