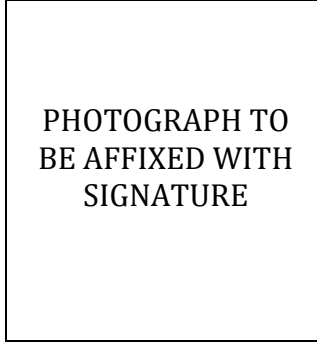


TELANGANA STATE ROAD TRANSPORT CORPORATION SECUNDERABAD
REGION

To

The Regional Manager,
TGSRTC, Secunderabad Region.

Sir,



Sub: CONTRACTS – Awarding of contract related to the Maintenance activity of Free Toilets (facility) on outsourcing basis at _____ Bus Station under the jurisdiction of _____ Depot of **Secunderabad Region** – Submission of Tender Form – Reg.

Ref: Tender Notification No. E5/122(11)/2024-SR, Dt.06.08.2024.

I/We hereby submit my 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.

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 operations of my contract on awarding the same.

Yours faithfully

SIGNATURE OF THE TENDERER

DATE:

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

TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF CONTRACT ACTIVITY OF MAINTENANCE OF FREE TOILETS(FACILITY) ON OUTSOURCING BASIS IN _____ CAC UNDER THE JURISDICTION OF _____ DEPOT OF SECUNDERABAD REGION

1. Name of the Tenderer : _____
(In capital letters)
2. Father' s Name : _____
3. Full Address of the Tenderer & Mobile No. : _____

4. Date of Birth & Age of the Tenderer : _____
5. If Firm/Agency mention Full Address with Details : _____

6. Nature of the Work :Contract Activity of Maintenance of Free Toilets (Facility) on outsourcing basis in _____ CAC under the jurisdiction of _____ Depot of Secunderabad Region.
7. Name of the Depot : _____
8. a. Minimum No. of persons to be Deployed for the above work : 04 Safai Karamcharis
b. Minimum value of the work with PF code ₹ _____ per month.
(Including PF, ESI Statutory, 7% Profit Margin and Incidental Expenses)
9. Total Amount as per Annexure for which Quoted ₹ _____
10. a) Labour Licence No. & validity (if any)
Under contract Labour (R&A Act, 1970)
(Xerox copy to be enclosed) : _____
b) Certification of Registration of Firm
(Xerox copy to be enclosed) : _____
c) Details of PF Code No. & ESI Code No.
(Xerox copies to be enclosed) : _____
d) Permanent Account Number(PAN)
(Xerox copy to be enclosed) : _____
e) GST Registration Number & Date
(Xerox copy to be enclosed) : _____
f) Previous experience (if any) : Yes/No
(If Yes, details to be furnished with proof No. of years in similar field) : _____

SIGNATURE OF THE TENDERER

11. Details of Earnest Money Deposit “drawn in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region:

- a) Amount paid towards EMD ₹ _____
- b) Demand Draft / Banker’s Cheque No. & date: _____
- c) Name of the Bank: _____

12. Details of Cost of Tender Form “drawn in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region.

- a) Amount paid towards Cost of Tender Form ₹ 1,180/- (including GST)
- b) Demand Draft / Banker’s cheque No. & date _____
- c) Name of the Bank _____

13. Last Date and Time for submission of Tender: _____

I/We confirm my/our acceptance to the Terms and Conditions stipulated by TGSRTC. 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.

SIGNATURE OF THE TENDERER

GENERAL AGREEMENT CONDITIONS OF THE CONTRACT**1. Nature of Contract:**

Supply of manpower by Individual/Firm/Company/SSO/NGO/VO/NPMO/Local Safai Karmacharis, etc. (Hereinafter called "Contractor") for Maintenance of Toilets contracts for Major "A" & "B" Class Bus Stations and Maintenance of Toilets in "C" Class Bus Stations in the contract area specified in the Tender Notice on a monthly remuneration to be payable by the Corporation to the contractor.

2. Period of Contract:

- a) The period of contract is for Two (02) Years extendable by One More Year based on satisfactory Performance of the Contractor.
- b) On the expiry of the period of license or on its termination as the case may be the contractor shall Handover the equipments, if any, to the Depot Manager.

3. Security Deposit and entering into Agreement:

- a) The Contractor shall pay Security deposit which is equivalent to Three month remuneration Payable to him towards Security Deposit. Security deposit will not carry any interest.
- b) The EMD of the successful tenderer will be adjusted against the Security Deposit payable to the Corporation and the balance amount have to be paid by the tenderer.
- c) Release of Security Deposit: The Corporation will return the security deposit amount after one month of successful completion of contract period duly deducting the settlement of dues, if any.
- d) The Corporation shall have the right to forfeit security deposit amount (besides termination of contract) in the event of non-commencement of work within the stipulated time as per the agreement or failure to enter into agreement even after payment of security deposit.
- e) The Security Deposit would be forfeited on termination of contract as specified at clause no 4(e).
- f) It is the responsibility of the Contractor to pay the requisite stamp duty while entering into an Agreement as per the amendment made to the Indian Stamp Duty Act-1899. He/She shall abide by, observe and fulfill all the obligations as imposed under the Agreement. On successful completion of Two (02) Years, if the contract is extended, a fresh Agreement shall be executed, failing which the extension will be cancelled.

4. Minimum period of doing business:

- a. The Contractor shall carryout the allotted work as specified in the agreement for a minimum period of one year from the date of commencement of the contract.
- b. In the event of the Contractor seeking premature termination of contract within the stipulated one year period, the corporation has the right to forfeit the Security deposit paid by the contractor.
- c. After completion of One (01) Year minimum period of Contract, the Contractor can seek termination of the contract by issuing Two (02) Months' Notice.

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- d. The Corporation reserves the right to terminate the contract with Two (02) Months' advance Notice without assigning any reason(s), any time during the subsistence period of contract period.
- e. At any stage, the Corporation at its discretion can terminate the contract by giving One (01) Month Notice under the following circumstances:
 - i. When penalties are imposed for improper maintenance of Toilet Complex and that the standard of cleanliness is not observed or passenger complaints etc. for more than two times in a calendar year.
 - ii. If the Contractor commits breach of any Terms and Conditions of the Agreement during the subsistence of the period of license.
 - iii. If the Contractor fails to pay Minimum Wages and the Statutory Contributions to the persons employed in execution of the Contract.

5. Payment Terms:

- a) The monthly Remuneration quoted by the contractor will be paid every month by the Corporation.
- b) The remuneration 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 Contributions (Employer's EDLIF: ESI) and any other matching contribution recovery for the persons engaged by the Contractor as per the rates prescribed from time to time and its remittance to the concerned authorities.
- c) The Contractor shall submit GST invoice/s along with the bills by 2nd of every month. All the GST Invoice/s shall be submitted in the GST format along with the HSN code. On submission of GST Invoice/s by the Contractor, Corporation shall release the payment of GST amount.
- d) The Contractor shall pay all the taxes including GST under the Central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of non-payment of taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of contract and vacation of premises.
- e) 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 has to be produced.

6. Works to be carried out by the Contractor:

- a. The Contractor has to undertake the job of maintenance of toilets in the contract area specified in Major A & B class Bus stations duly engaging Safai karmacharis and Maintenance of Bus Station and Toilets in case of C class Bus stations by engaging the specified Manpower in the tender notice.
- b. The Contractor should be present at the work spot regularly.
- c. The Contractor shall furnish the names of the persons engaged for the contract work.

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- d. The personnel deployed by the contractor shall be courteous, polite, cordial and cooperative. The Contractor shall verify the antecedents before deploying any person. The Contractor and his/her staff shall follow all Service Standards as prescribed by the Corporation.
- e. The Contractor shall be responsible for any act of indiscipline on the part of persons engaged by him/her. The Contractor shall be bound to prohibit and prevent any of his persons engaged from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of the Corporation. The decision of the officer designated by the Corporation upon any matter arising under the clause shall be final and binding on the Contractor.
- f. The Contractor has to keep the Contract area clean and tidy at all times.
- g. The Contractor has to keep the walls, pillars and ceiling of the contract area clean and tidy.
- h. The Contractor has to implement the instructions issued by the Corporation Officials and any other inspecting officials on cleanliness of the contract area.
- i. The Contractor shall also be responsible for the safety of the tools and plants and other items like water and electrical fittings, furniture another property of the Corporation within the contract area.
- j. The Contractor has to arrange wet mopping with phenol daily and detergent (washing powder), water cleaning daily of entire contract area.
- k. He/She has to arrange for removal of cobwebs, fungus, bird nests, bushes, small stones, pebbles and such other dirty material within the contract area every fortnight.
- l. The Contractor has to arrange for the cleanliness of the toilets blocks every half-an hour by using Phenol.
- m. The Contractor shall procure the material required for maintenance of the Toilets, i.e., BROOMS, PHENOL, ACID and other cleaning material etc., from the incidental charges specified in the Remuneration.
- n. It is also the responsibility of the contractor to nominate a responsible Supervisor/Incharge among the persons to be deployed to oversee the work of persons engaged by him for smooth and effective Maintenance of Toilets Contract.
- o. The Contractor 'or' the labour engaged by him/her shall bring to the notice of the Station Manager/Depot Manager/Police, immediately about any suspicious person loitering in the Bus Station or any unclaimed objects, things, boxes etc., lying in the Bus Station.
- p. The Contractor has to maintain drainage system including the cleaning manholes and septic tanks in the contract area.
- q. The Contractor shall regularly clean and maintain toilets complex internally for drainage lines, traps, chambers, and septic tanks etc. Also ensure the proper figments of Manhole cover at each level. It shall maintain such standard of sanitation and use necessary disinfectants to keep hygienic and clean condition.
- r. The Contractor shall provide hand gloves, masks to the workers engaged by him as a preventive measure to protect them from contagious diseases.

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- s. The Contractor shall make arrangement of cleaning/emptying of septic tank and excess pool and replace the damaged sewerage pipe lines, if any, by representing to the Depot Manager/Station Manager.
 - t. The Contractor shall display toilet glow sign boards in English, Telugu, Urdu and Hindi in the contract area including Rules and Regulations to educate the users with the approval of Bus Station Manager.
 - u. The contractor shall not collect any user charges from the users of Lavatories and Urinals. The Corporation shall have the right to impose fines/ terminate the contract as specified in the Agreement if contractor is found collecting toilet user charges.
 - v. If any worker absents himself on a particular day, corresponding amount will be deducted from the contractor and such money can be utilized by the Corporation to engage a Safai Karmacharis from the market and complete the work.
 - w. The Contractor shall not exhibit 'or' permit any advertisement in the contract area.
7. The Corporation 'or' its representatives shall have the right to inspect the said Bus Station complex during contract period and issue such orders and direction in inspection book to be maintained in the complex as is considered necessary in conformity with the agreement. The contractor shall ensure that such orders are complied with promptly. If the premises is found in unhygienic conditions 'or' on the public complaints on the un-cleanliness of the premises of Toilets, the Corporation 'or' its authorized representative is authorized to levy penalty on each occasion as stipulated.
8. **Penalties:** If any complaints are received from the passengers on improper maintenance of Toilets or Bus Station (in case of C class), misbehavior of the labour engaged by the firm with the passengers or with the employees of the Corporation, for breach of Terms and Conditions of the Agreement and any other irregularity detected at the time of inspection by the Officials of the Corporation, the Contractor is liable for payment of penalty as furnished here under:
- i. The Contractor shall maintain "Complaints & Suggestions Book" and it should be made available to the users on demand to record their complaints/suggestions on maintenance of Toilets & Bus Station Premises (for 'C' Class Bus Station).
 - ii. **For 'C' Class Bus Stations**, it is the responsibility of the Contractor to arrange to clear the garbage accumulates on cleaning and sweeping of the Bus Station, Yard and Premises. He/she shall arrange to shift the garbage within the Bus station premises to the location where the Municipal Authorities/Local Bodies suggest.
- 11. Adhering to Labor Laws and Acts:**
- a. The Contractor shall be responsible for payment to staff engaged by them for carrying out the Maintenance of the Toilets and Bus stations (C Class).
 - b. The contract will be governed by the laws and procedures established by Government of India, within the frame work of applicable legislation and enactment made from time to time concerning such dealings.
 - c. The Contractor has to obtain the License from the Licensing Authority under Contract Labour (Regulation and Abolition) Act, 1970 to carry out the work of Toilets contract in the contract area in the establishment and submit a copy of the same to the licensor and to the concerned Depot Manager before commencement of the contract.

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- d. 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, PF, EDLIF, ESI, etc. as prescribed by the State Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation from all the claims, damages for compensation under the provisions of all Laws and acts pertaining to the Labour.
- e. The Contractor shall ensure compliance of all the Labor Laws and shall be responsible for any liability arising out of non-compliance of Labour Laws/Statutory requirements with regard to the staff engaged by him for operation of the outlet. The Corporation will not be liable or responsible for any default that may arise due to non-observance of laws/rules on the part of the Contractor.
- f. The Contractor has to maintain the registers as required under Law and as required by the Corporation and the same have to be produced for verification by the Inspecting Officials.
- g. The Contractor shall be responsible for any damage to property and third party liabilities caused by acts on part of him or his deployed manpower at Corporation premises.
- h. For any established damage, the extent of cost of damage as decided by **Corporation** will be final and binding on the Contractor and it will be adjusted from his receivables like monthly license fee and Security Deposit.
- i. The Contractor is responsible for any objections or disputes raised either by the Labour Department, or the workers on any payments to be made to the workers and on any penalties levied by the Government.
- j. The Contractor is liable for any obligation arising out of his contract in respect of labour engaged by him/her.
- k. The Contractor is solely responsible for the safety of the persons engaged by him.
- l. The Contractor shall not engage Child Labour.
- m. The Contractor shall not outsource the work to any other associate/ franchisee/ third party under any circumstances. If it so happens then CORPORATION can even issue termination of the Contract for breach of agreed Terms & Conditions.
- n. The Corporation shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Contractor.
- o. That the contractor on his part and through his own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by him. If the Corporation suffers any loss or damage on account of negligence on the part of the employees of the contractor, then the contractor shall be liable to reimburse the cost of the damages or loss sustained by the Corporation for the same. Any accident/ casualty occurred during the course of working to any personnel engaged by the contractor; the liability that will arise out of the accident shall be borne by the contractor. The responsibility will remain with contractor and Corporation will in no way be responsible for it or any other clause mentioned above.

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- p. The Contractor shall comply at all times with all statutory and other requirements for ensuring the health, safety and welfare of the persons deployed by him. 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.
- q. The Contractor shall be liable for all the claims that may arise under the provisions of Workmen Compensation Act and Labor legislation. In all disputes, and doubts or interpretation of the clauses or conditions applicable to the contractor or otherwise, the decision of the Licensor shall be final.
- r. That if any amount is found payable by the Contractor towards Wages, Allowances and Statutory dues in respect of personnel or any loss to the Corporation's Property, then the same shall be adjusted by the Corporation from the Security Deposit to the extent of the amount so determined duly reserving the right to recover the deficit amount through other modes of recovery permissible as per law.
- s. In the event of any statutory authority imposing any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation has got the authority to keep 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.

12. Termination of Contract:

- a. The entire contract can be terminated by either party by giving Two (02) Months' Notice in advance without assigning any reason. If the Contractor fails to give Two (02) Months' Notice in writing for Termination of the Agreement of Contract, then the Security Deposit of the Contractor shall be forfeited. However, the Contractor is permitted to exercise this option only on completion of minimum stipulated period of ONE YEAR.
- b. The contract will come to an end with the expiry of the Notice Period or on completion of the Agreement Period. Corporation shall not be liable to pay any damages that the Contractor may suffer on account of such termination.
- c. On the expiry of the Agreement as mentioned above, the Contractor shall withdraw all the personnel deployed and clear their accounts by paying them all their legal dues. It shall be the responsibility of the Contractor to pay and settle the legal dues in case any dispute arises on account of the termination of Employment of the personnel who are/were employed by the contractor while the contract was subsisting.

13. Indemnity:

- a. The Contractor shall indemnify the CORPORATION of all legal obligations towards the Outsourced Personnel deployed by the Contractor.
 - b. The Corporation will not take any liability on account of death or injury sustained by the Contractor/their staff during the discharge of the duties as per the Contract.
14. a. The Vice Chairman & Managing Director of the Corporation reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The contractor has to abide by the conditions modified/incorporated and has to enter into a fresh agreement at their cost with the Corporation.

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- b. The Vice Chairman & Managing Director of the Corporation, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The contractor shall have no cause of action or claim against the Corporation for rejection of his/her tender.
 - c. In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the Vice Chairman & Managing Director of the Corporation shall be final and binding on both the parties.
 - d. If any dispute arises between the contractor and the Telangana State Road Transport Corporation, the Courts at Hyderabad shall have jurisdiction.
15. 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.

TERMS AND CONDITIONS

I. GENERAL:

1. The sealed cover should be placed in the sealed tender box, kept in the Office of the Regional Manger, Secunderabad Region, J B S, Picket, Secunderabad upto 14:00 Hrs. on 23.08.2024, 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.
2. Tenders in the name of minor or on behalf of minors will be rejected. Tenders once made shall not be permitted to be withdrawn.
3. In case of Firms/Companies/Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
4. Tender forms not accompanied by the demand draft in original towards the requisite EMD, incompletely filled in tender forms, not having signature on each and every page including the enclosed terms and conditions, will be rejected. Also the successful tenderer has to submit a solvency certificate issued by the competent authority.
5. Tender forms with any pre-conditions or additional conditions other than those prescribed by TSRTC will summarily be rejected.
6. 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.**
7. a) **No Contractor can quote value less than the minimum value of work** specified in the Tender Notification for allotment of contract activity of Maintenance of Free Toilets (facility) in the Bus Stations under the jurisdiction of the Depots of Secunderabad Region by engaging unskilled labour. 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 plus PF, EDLIF, ESI, Administration and Inspection Charges etc., wherever applicable in addition to the minimum profit margin of 7%.

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c) The Contractor should quote clearly the rate per month for providing number of persons/labour for the above work as stipulated in the Annexure.

(i) **Minimum value of work (minimum cost) means sum total of**

(a) Minimum wages and statutory contribution towards PF, ESI, EDLIF Administration and Inspection Charges and

(b) 7% profit on minimum wages and statutory contribution.

(c) Incidental Expenditure

(ii) In case, any area falls within ESI exempted zone the same will not be included in the minimum value. Minimum value of work (minimum cost) is rounded off to the nearest rupee.

(iii) Minimum Value of work with statutory provision & 7% profit margin per person would be Rs.19,872/- per month per person for contractor with PF code No.

8. 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.
9. Management reserves the right to reject/cancel any or all tenders without assigning any reason. The Management decision is final in this matter. 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.,
10. 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.
11. The Corporation is not responsible if the tenders are held up due to litigations in Courts or for any other administrative reasons.
12. Any clarification required regarding the terms and conditions shall be obtained from the office of the Regional Manager, Secunderabad Region, before submission of the tender form. Later no clarification will be entertained.
13. In all disputes, in case of doubts or interpretation of clauses, conditions and applications of this contract or otherwise, the decision of the Managing Director, TSRTC shall be final.
14. a) The Contractor is not permitted to sub-lease the contract work to any other Sub-contractor.
b) The allotment of contract shall be on Non-exclusive basis.
c) 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.
15. The right given under this contract is not transferable.
16. The Corporation reserves its right to reduce/increase the manpower requirement by giving one month notice to the Contractor/Agency as and when needed.
17. Interested parties may inspect the premises of contract before submitting the tender form.

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18. The Contractor and the persons engaged by him for the work are subjected to security check both at the time of entry into and exit out of the premises.
19. The Corporation reserves the right to modify condition/conditions of the Agreement during the period of agreement and the successful tenderer has to abide the conditions of the Corporation and has to enter into a fresh agreement with the Corporation at his own cost.
20. Tenders shall be invariably 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) Required Xerox copies are not enclosed with the Tender Form.

II. CONTRACTORS OBLIGATIONS:

1. The Contractor has to obtain license from the Licensing Officer under Contract Labour (Regulation & Abolition) Act, 1970 to carry-out the work contract in question in the contract area and submit a copy of the same to the Licensor and to the Unit Officer/Depot Manager concerned before commencement of the contract.
2. The Contractor 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 by the Inspecting Officials.
3. The Contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
4. The Contractor has to supply uniform and identity badges to the workers. No worker shall be allowed to work without identity badges. The workers should contact the supervisor on duty at Bus Station before and after the spell of their duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager.
5. The contractor should adhere to all acts and laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the licensee.
6. On expiry of the period of licence or on its termination, as the case may be, the contractor shall hand over equipments, if any, to the Depot Manager concerned and obtain a certificate to that affect.
7. The Contractor shall pay all the taxes 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 licence and vacation of premises.

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8. Income Tax as per the provisions of Income Tax Act and other applicable taxes will be recovered from the monthly payment and the contractor has to submit PAN Number allotted by the Income Tax Department.
9. 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, simultaneously enclosing for records.
10. 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.
11. In case of injury/death caused to any person within the premises of contract area by the labour engaged by the contractor, the contractor shall be liable to pay the compensation as levied by the statutory bodies/authorities concerned. The Corporation shall not be responsible for any such compensation. In case the contractor fails to pay such compensation, then the Corporation shall have the right to recover the same from the Security Deposit and monthly remuneration payable to the Contractor, apart from termination of contract.
12. 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, both by the Contractor/Agency as well as reported family members of the Contractor individually.
13. The Contractor has to comply with all the provisions of the Acts of Government relating to labour Rules and Regulations made there under from time to time like Contract Labour (R&A) Act 1970, Payment of Minimum Wages, Provident Fund, EDLIF, ESI etc. as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation on all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
14. No Compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the TELANGANA STATE ROAD TRANSPORT CORPORATION for the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
15. The Contractor has to pay the wages to the persons engaged by him before 10th of every month 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 Department or the workers on any payments to be made to the workers and on any penalties levied by the Government.

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16. The Contractor is liable to pay the damages, if any, caused to the premises or movable/immovable property of the Corporation by him or by his Agents or representatives as determined by the Licensor. The Corporation shall have right to recover such amounts towards 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.

III. CRITERIA FOR ALLOTMENT OF TENDERS:

1. 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.
2. The rate quoted shall include minimum wages payable for unskilled labour contribution towards PF, EDLIF, ESI, Administrative and Inspection Charges, 7% profit margin and Incidental Expenditure by 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 shall be given preference.
 - b) The Tenderer who holds a valid labour licence under contract Labour(R & A Act 1970) will be given preference.
 - c) The Tenderer with registration of the firm/similar nature of work with manpower supply with the appropriate authority will be given preference.
4. Other things being equal, if more than one Tenderer quotes the lowest minimum amount and is found suitable by the Tender Committee, on all other criteria specified above, the Contract shall be allotted to one of them on the basis of Lottery.
5. Finalization of Tender 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. The successful bidder has to undertake the contract and carryout the work as per the job description.
8. In case of contractor supplying 20 or more persons to TGSRTC in any category who is not in possession of PF & ESI code shall compulsorily submit the same, otherwise his tenders shall be liable for cancellation duly forfeiting the EMD.

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IV) EMD:

1. Earnest Money Deposit is to be paid as specified in Tender Notification/Tender Terms and conditions at Annexure.
2. a) The EMD prescribed should be paid through crossed Demand Draft drawn for ₹48,000/- in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region, payable at any Nationalized Bank, only and in case of failure to enclose the Demand Draft, as specified above in original to form/Application 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 EMD amount should be enclosed along with terms and conditions duly signed on each page. Amount quoted by Tenderer should be written both in 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
3. EMD is not exempted to any Society/Voluntary Organization/Institution/Communities, etc.
4. 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.
5. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
6. If the successful tenderer fails to take up the work and provide labour with prescribed experience/qualification within the period specified, the EMD will be forfeited.
7. The tenders once submitted are not permitted to be withdrawn at any stage of process, any such withdrawal of tender would result in forfeiture of EMD.
8. If the successful tenderer fails to pay Security Deposit within 10 days from the date of communication, the EMD will be forfeited.

V. SECURITY DEPOSIT:

1. The successful bidder to whom the contract will be allotted shall have to undertake the contract for a period of Two (02) Years from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the Corporation.

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2. The successful tenderer (allottee) has to pay Security Deposit which is equivalent to **Three (03) Month** remuneration through DD in favour of Dy.Chief Accounts Officer, Secunderabad Region within stipulated time and enter into an agreement with the Corporation, 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. In case of increase in Statutory Wages during the period of contract, proportionately additional Security Deposit has to be paid.
3. The Security Deposit is refundable on the expiry of the period of licence without interest and subject to the satisfactory performance and fulfillment of agreement conditions duly collecting recoveries or damages or any.
4. 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 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 License after payment of the Security Deposit amount, within the stipulated time.
 - c) The Contractor failing to execute the contract for the period agreed to under the contract.
 - d) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of **One (01) 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 contract, the Security Deposit will be forfeited in favour of the Corporation.
5. The security deposit will be forfeited duly giving one month advance termination notice:
 - a) When penalties are imposed for improper maintenance or complaints etc. for more than 3 times in a calendar year.
 - b) If the Contractor commits breach of any terms and conditions of the agreement during the subsistence of the period of agreement.

VI. TERMINATION:

1. 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 or when there is no further need of the contract and its decision in this regard shall be final.
2. The contract shall be terminable with One (01) Month's advance notice by either party.
3. 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 90 days which shall also carry necessary penalties and forfeiture of Security Deposit.

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4. 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.
5. Mis-behaviour 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 termination of contract duly forfeiting the Security Deposit.
6. In the event of any statutory authority imposed any punishment like fines etc. and if the Corporation is made a party in such penal action, the Corporation will retain/recover such amount from the amount due to the contractor from monthly bills/security deposit etc., until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions will also result in termination of contract.

VII: BILL CLAIM & P.F., ESI:

1. The remuneration will be paid to the successful bidder on monthly basis by the Corporation. Bill should be submitted by the Contractor in the proper proforma supported by all necessary accompaniments not later than 28th of every month in order to arrange payment by 10th of the succeeding month. The cycle for payment for the month would be 26th of previous month to 25th of current month.
2. Payment of monthly remuneration will be made only on submission of proper claim duly certified by the Station Manager.
3. The bill/claim by contractor shall be numbered with date. It should indicate number of persons, Quantum of work, rate applicable and amount of the bill. The bill should have the name and address of the contractor accompanied with relevant papers viz., Attendance, Acquaintances, PF/ESI Challan copies, performance details by the Unit Officer.
4. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of PF and ESI amounts from the wages of the persons engaged by the Contractor 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 from the persons engaged by the licensee at the rates prescribed from time to time and its remittance to the concerned authorities with details of the persons for whom it is remitted.
5. 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 administrative and inspection charges at the rates prescribed by the Government from time to time and remit to the Secretary, TGSRTC PF (Trust), Hyderabad. If the contractor is in possession of Code Number allotted by Regional Provident Fund Commissioner (RPFC), 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). Preference will be given to the tenderer processing licence obtained from Labour Department and Code number allotted by RPFC & ESI.

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6. In case of the Contractor who is in possession of individual PF/ESI Code Number 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 & 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.
7. The Contractor shall claim 12% Employer's contribution from Govt. of India under PMRPY Scheme in respect of new employees registered with EPFO w.e.f.01.04.2016 and upto 31.03.2019 and engaged by them to work in TSRTC. The Corporation will not reimburse the same to the contractor.
8. The Contractor has to produce a certificate about his performance every month on or before 28th current month from the concerned authority on the satisfactory performance of the work to the Depot Manager/Unit Officer concerned for arranging payment of monthly remuneration which will normally be arranged on or before 10th of succeeding month.
9. The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contribution towards PF, EDLIF and ESI and no enhancement of profit margin will be allowed on the corresponding increase in minimum wages, as and when the minimum wages are enhanced during the contract period.
10. Whenever the minimum wages payable to the contract labour or workers are enhanced in the middle of the contract period, the contractor should pay difference of Security deposit towards the revised monthly remuneration or license fee.

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