

(DOWNLOADED)

APPLICATION FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF
SWEEPING, CLEANING & MOPPING OF BUSES CONTRACT
(PIECE -RATE CONTRACT FOR MOFUSSIL DEPOTS)
At MADHIRA DEPOT

Passport
Size
Photograph
of
the
Tenderer

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

Sir/Madam,

Sub:-TENDERS-Tenders invited for allotment of contract work for Sweeping & Cleaning
And Mopping of Buses at **MADHIRA** Depot in TGSRTC, KHAMMAM Region on
“payment of monthly remuneration through Piece Rate by the Corporation” - Tender Form -
Submitted - Reg.

Ref:- Tender Notfn. No.**M1/725(25)/2024-RM:KMM Dt.24-07-2024.**

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I /we have gone through the terms and conditions/ ANNEXURE supplied along with the
Tender Form carefully for taking -up the contract work of Sweeping & Cleaning and Mopping of
buses at MADHIRA Depot in TGSRTC, KHAMMAM Region on “payment of monthly remuneration by
the Corporation on piece rate”.

I / we hereby further agree to abide by the rules and conditions laid down in the Terms and
Conditions, ANNEXURE and Agreement also such rules as farmed by the Corporation from time to
time.

Yours faithfully,

(Signature of Tenderer).

Date:

Station:

Full address of the Tenderer
(in block letters)

CELL NO. _____

PROFORMA OF APPLICATION FORM TO BE FILLED BY THE TENDERER FOR
ALLOTMENT OF SWEEPING, CLEANING & MOPPING OF BUSES CONTRACT
(PIECE -RATE CONTRACT FOR MOFUSSIL DEPOTS)

At **MADHIRA DEPOT**

(to be filled by the Unit Officer)

Passport
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the
Tenderer

No. of Buses held at the Depot (Type-wise)

Pallevelugu/City Ordinary/Mini Buses : 0

Express /Metro Express/ Semi Low Floor: 0

Deluxe/ Metro Deluxe : 0

Super Luxury : 0

Rajadhani / Metro Luxury (City Volvo) : 0

Garuda Plus/Garuda/ Rajadhani& Lahari:0

Total Fleet :38

No. of Parking Drivers required (@ 25 vehicles) :02

Total number of G.I. type buses available for a day for Cleaning :

No. of Activities for G.I. buses per month:

- **Mopping**(Daily Cleaning Activity) :
- **Weekly Cleaning Activity (MWP):**

Total number of A.L. type buses available for a day for Cleaning :

No. of Activities for A.L. buses per month:

- Daily Cleaning Activity:
 - **Sweeping** : _____
 - **Washing** : _____
- **Weekly Cleaning Activity (MWP):**

No. of Washing Plants available at the Depot Automatic: Manual:

Minimum No. of persons to be engaged per day:E-05 Un-skilled and E-01Semi-Skilled,E-02 Skilled (PARKING DRIVERS)

Tender contract value:Rs.1,37,441/-

Total Contract Value:_____

Note:-1) The total contract value as per the quoted rates by the tenderer should not be less than the above mentioned tender value for qualifying.

2) For calculation of no. of various activities in a month, 30 days and 4 weeks in a month is considered.

3) The skilled wages shall be paid to the Parking drivers based on the attendance.

(To be filled in by the Tenderer)

1. Name of the Tender(in block letters) : _____

2. Father's Name : _____

3. AADHAR No. : _____

4. a)PAN No. : _____

b) GST No : _____

5. Full Address of the Tenderer: _____

6. Nature of Work : *Sweeping, Cleaning and Washing of Buses, Removing of Dust on the Seats, Cleaning of Shutters and Windscreen glasses. The details of the works to be carried out (daily and weekly) for various category of vehicles is enclosed to the tender form.*

(Signature of Tenderer).

7. Rates Offered/quoted:

Note:- Rate to be quoted per bus in Rupees & Paise and **should not be less than the base rate prescribed for the activity by the Corporation.**

I. For Garuda plus, Rajadhani AC, Super Luxury etc., (Vehicles with GI body)

S. No	Type	Mopping (Bucket Washing Daily Cleaning Activity)		Weekly Cleaning Activity	
		Base Rate	Rate to be quoted for (in Rs.)	Base Rate	Rate to be quoted for (in Rs.)
1	Garuda plus AC Buses	Rs.115		Rs.175	
2	Rajadhani AC Buses	Rs.100		Rs.125	
3	Mini AC buses	Rs.75		Rs.115	
4	Super Luxury, JnNURM SLF buses	Rs.75		Rs.115	

II. For Deluxe, Express, Pallevelugu/City ordinary buses (Vehicles with Aluminum Bus Body):

a) **With Automatic washing plant:**

Daily Cleaning Activity				Weekly Cleaning Activity	
Sweeping		Washing		Base Rate	Rate to be quoted for (in Rs.)
Base Rate	Rate to be quoted for (in Rs.)	Base Rate	Rate to be quoted for (in Rs.)		
Rs.15		Rs.18		Rs.43	

b) **With Conventional Washing Plant:**

Daily Cleaning Activity				Weekly Cleaning Activity	
Sweeping		Washing		Base Rate	Rate to be quoted for (in Rs.)
Base Rate	Rate to be quoted for (in Rs.)	Base Rate	Rate to be quoted for (in Rs.)		
Rs.15		Rs.24		Rs.56	

C) Profit Margin Expected (Not More Than 10%): _____

8. Labour License No. & Validity (if any) _____

9. Details of PF Code No. & ESI Code No. _____

10. Previous experience (if any) _____

11. Details of Earnest Money Deposit “drawn in favour of Dy.Chief Accounts Officer/ Accounts Officer, TGSRTC _____ Region.”

a. Amount paid towards EMD Rs. _____

b. Demand Draft / Banker’s Cheque No. & Date _____

c. Name of the Bank _____

12. **Registration fee Amount (downloaded form) : Rs. _____**

Registration fee details

a. DD/BC.No. & Dt. _____

b. Amount for Rs. _____

c. Name of the Bank _____

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

S.No.	Name of the Surety Sureties With full address	Occupation	Signature of the for the execution of the Agreement (Deed of License)
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1.

SIGNATURE OF THE TENDERER

TECHNICAL QUALIFICATION CRITERIA FOR SWEEPING AND WASHING TENDERS

1. **PAST EXPERIENCE (30 Marks maximum):** Past experience will be treated in two ways one in the Corporation 2nd in any other industry. For every year experience in the Corporation **five marks** per year experience will be granted and a maximum of 30 marks will be granted for an experience of six years and above.

- If the contractor has experience in sweeping and cleaning contracts in any other transport industry four marks per year experience will be granted and a maximum of **24 marks** will be given for experience of six years and above.
- If the contractor has experience in sweeping and cleaning contracts other than transport industry he will be granted **three** marks per year experience and a maximum of **18 marks** for experience of six years and above. The relevant experience certificates have to be submitted as part of the technical bid.

2. **VALUE OF CONTRACTS (25 Marks maximum):** Value of contract per month of sweeping and cleaning contracts executed during one year in previous 5 years period accounted for granting marks as follows.

Sl.No.	Value of contracts	Marks
1	Up to Rs.40,000/-	10
2	Rs.40,000/- to Rs.80,000/-	15
3	Rs.80,000/- to Rs.1,20,000/-	20
4	Rs.1,20,000/- and above	25

The relevant contract agreements have to be submitted as part of technical bid.

3. **STAFF STRENGTH (25 Marks maximum):** Based on staff strength of the contractor the following marks will be awarded.

Sl.No.	Staff strength	Marks
01	Up to 5 members	10
02	5 to 10 members	15
03	10 to 15 members	20
04	15 members and above	25

The PF statements of the previous year has to be submitted as proof of strength of staff. The list of personnel on hand and proposed for the said contract is also to be submitted.

4. **LABOUR LICENSE (5 Marks):** If the contractor has a labour license he will be awarded 5 marks maximum. A Xerox copy of the labour license has to be submitted.

5. **CLIENT CREDENTIALS (15 Marks):** The contractor has to submit client credentials or user certificate stating that his performance as cleaning and sweeping contractor is satisfactory for which he will be awarded 15 marks.

To qualify in the technical bid the contractor has to get an aggregate mark of **60 out of 100 marks**.

(Signature of Tenderer).

TENDER CONDITIONS

Tenderer is required to carefully read the contents of this document and examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all information required as per the tender document or submission of tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender.

NATURE OF WORK:

- 1) The successful bidder has to undertake the job of Sweeping, Mopping and Complete Washing of buses as specified in the tender notification on piece rate basis for Mofussil Depots and on manpower basis for City Depots of GHZ.

SUBMISSION OF TENDERS:

- 2) The tender must be submitted in the prescribed tender form along with requisite EMD.
- 3) The tender form is not transferable. The tender form must be signed by the tenderer only.
- 4) The tender once submitted shall not be permitted to be withdrawn. The Corporation will not be responsible for the delay in finalizing the tenders- for administrative reasons or for the reasons beyond its control viz., court directive etc.
- 5) Incomplete tender form or tender form received after the stipulated time and date, tender form not accompanied by Demand Draft for requisite EMD will be rejected. Cheques/FDRs in lieu of Demand Drafts will not be accepted.
- 6) Before submission of tender, tenderers are required to make themselves fully conversant with the eligibility criteria and terms & conditions, so that no ambiguity arises at a later date in this respect.
- 7) If the tenderer finds discrepancies in tender documents and its conditions or if he is in doubt as to their meaning, he should at once intimate and obtain clarification prior to submission of the tender.
- 8) The interested parties may inspect the premises of work contract before submitting the tender form.
- 9) In case of Firms/Companies/Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
- 10) The tender shall be filled in all respects and shall be signed by the tenderer. Tenders received after due date and time, shall not be accepted.

Signature of the Tenderer

11) The Tender form in sealed cover will be placed in a tender box kept in the office of the Regional Manager, Old Bus station, Khammam from 10.30 hrs to 14.00 hrs on dt.18-09-2024. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 hrs the same day by the tender committee at New Bus Station, Khammam.

12) Tenderer shall submit the tender in sealed envelope as below:

The envelope marked on top as “TENDER FOR ENGAGEMENT OF CONTRACTOR FOR SWEEPING, MOPPING AND WASHING OF BUSES AT MADHIRA DEPOT OF KHAMMAM REGION”, duly furnishing the name of the tenderer along with telephone/mobile number on the left hand bottom side and it shall contain.

- a) Requisite DD towards the EMD. Rs. 2,10,000/-
- b) Proof of experience in the similar field.
- c) All the papers of tender document with terms and conditions duly signed by the tenderer on each page as a token of acceptance.
- d) Self attested copies of tenderer’s partnership deed/proprietorship deed/registration documents, as applicable.
- e) Self attested copy of Pan Card and GST Number of the tenderer.
- f) Power of attorney/Authority Letter to sign the Tender Document as applicable.
- g) Any other document required as per the tender conditions.

13) Quoting of Rates:

- a) The tenderer shall quote the rates of Sweeping/Mopping/Washing activities per bus as mentioned in Annexure-1 for Pallevelugu, Express, Deluxe, etc. (irrespective of model) with aluminum body and Garuda, Garuda Plus, Rajadhani, Super Luxury etc. with MS/GI body, not less than the base rates specified by the Corporation in Annexure-2A for Mofussil Depots.
- b) For City Depots of GHZ, the tenderer shall quote the rates per month based on the number of men to be deployed.

14) The tenderer shall quote the above rates in figures as well as in words. There shall not be any alterations in the amount quoted by the tenderer. In case of difference in the amount recorded in figures and words, the amount recorded in words will be taken into consideration.

Signature of the Tenderer

- 15) The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the tenderer entirely in Indian rupees.
- 16) Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

17) ELIGIBILITY CRITERIA:

- a. The eligible tenderer can be an individual/partnership firm/firm company/corporation.
- b. The tenderer should have the past experience of executing sweeping & Cleaning contracts in APSRTC/TGSRTC/any other Transport Industry/any other Industry.
- c. The tenderer shall submit necessary proof of experience along with tender documents.
- d. The technical evaluation is furnished at Annexure-3. To qualify in technical bid, the tenderer has to get the aggregate marks of 60 out of 100.

EARNEST MONEY DEPOSIT:

- 18) The EMD as specified in the tender notification is **Rs.2,10,000/-**. Each tender form shall be accompanied by a Demand Draft from any Nationalized Bank/Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organizations/SSIs etc. The Demand Draft should be obtained in favour of Accounts Officer, TGSRTC, Khammam Region. EMD in any other form other than the Demand Draft will not be accepted.
- 19) The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of tenders. The corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing tenders i.e. Administrative reasons/Court directive etc. The EMD of the successful tenderer will be adjusted towards Security Deposit payable to the corporation.

OPENING AND EVALUATION OF TENDERS:

- 20) The tenders will be opened in the Regional Manager's Office, Khammam New Bus Station, Khammam at 15.00 PM on 18-09-2024. The tenderer or any of his/her authorized representative holding authorization letter, who wish to be present at the time of opening of tenders, shall attend the tenders.
- 21) In the event of the date specified for receipt and opening of tender being declared as a holiday for RM's office, due date for submission of tenders and opening of tenders will be the following working day.

22) The following procedure will be adopted for opening and evaluation of the tenders.

- a) Sealed envelope will be opened to verify its contents and if the documents are incomplete or not in the prescribed formats or substantially insufficient to evaluate the tender on the basis of the information contained in it may render the tender invalid.
- b) The quotes of the tenderers shall be read out to all the tenderers or their representatives present at the time of opening.
- c) **“The contract will be awarded to the tenderer who quotes the lowest amount subject to securing minimum of 60 marks in technical evaluation”.**

NOTE: Even though the tenderers meet the requirements, they are subject to be disqualified at any stage if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.

23) The Tender Committee reserves the right to alter/modify the period of work contract mentioned in the Tender Notice at the time of finalization of Tenders.

24) The rates agreed upon and fixed at the time of tender are valid and binding for a period of three years from the date of agreement. The rates are exclusive of applicable GST.

25) The Corporation is not responsible, if the tenders are held up due to litigation in Hon'ble Courts OR for any other administrative reasons.

26) Tenders in the name of the minor or on behalf of the minors will be rejected. Tenders once submitted will not be permitted to withdraw.

27) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.

TENDER EVALUATION COMMITTEE:

28) The tender evaluation committee constituted by the corporation shall evaluate the tenders. The decision of the tender evaluation committee in the evaluation of the tenders shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.

Signature of the Tenderer

- 29) Any approach from the tenderer, representative/agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

AMENDMENT OF TENDER DOCUMENT:

- 30) At any time prior to the deadline for submission of proposals, corporation may for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer modify the tender document by issuing an addendum.
- 31) Any addendum thus issued shall become a part of the tender document and will be communicated in writing through post/facts/email to all purchasers of the tender document and will also be posted on the website of the corporation.
- 32) To provide reasonable time to the prospective tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the tendering authority, if required.

TERMINATION OF TENDER PROCESS:

- 33) Corporation may terminate the tender process at any time and without assigning any reasons thereof. TSRTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 34) The Corporation reserves right to reject any or all tenders without assigning any reason. The Corporation also reserves the right to allot the work contract to any person of its choice through negotiations with the tenderers after justifying their ability.

ALLOTMENT OF CONTRACT:

- 35) As per the recommendations of the tender committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into an agreement within 15 days from the date of issue of allotment letter for the contract.

FORFEITURE OF EMD:

- 36) The EMD of the tenderer will be forfeited under the following circumstances.

Signature of the Tenderer

- i) When the tender form submitted by the tenderer is invalid.

The tender form is liable to be treated as invalid:

- a) When the EMD is not paid or less than what is stipulated in the tender.
- b) When the EMD is paid through other means i.e. in a manner other than what is stipulated in the tender notification.
- c) When tender form with pre-conditions or additional conditions is submitted.
- d) When the tender is submitted in an unconcerned tender form.
- e) When the tender is submitted for the business other than that notified in the tender notification.
- ii) When the successful tenderer fails to pay the security deposit within 30 days from the date of issue of allotment letter to carry out the work contract.
- iii) When the successful tenderer backs out from the contract within the stipulated period for what-so-ever reason.
- iv) When the successful tenderer fails to enter into an agreement with the corporation within 30 days from the date of issue of allotment letter for the work contract.

CONTRACT PERIOD:

- 37) The contract period is three years from the date of agreement and extendable for 2 more years on the same terms and conditions subject to satisfactory performance.

SECURITY DEPOSIT:

- 38) The successful tenderer has to pay Security Deposit equivalent to one month work contract amount payable to the contractor (worked out on number of buses to be swept/mopped/washed in a month), in cash 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.
- 39) The contractor shall have to furnish security deposit in the form of DD for one month remuneration.

Signature of the Tenderer

- 40) The Security Deposit is refundable on the expiry of the period of work contract without interest and subject to the satisfactory performance and fulfillment of agreement conditions.
- 41) The Security Deposit paid by the contractor is liable to be forfeited in the event of non-commencement of work contract within the stipulated time or breach of any of the terms and conditions besides cancellation of allotment.
- 42) The security deposit submitted by the contractor will be refunded only after one month from the date of completion of the contract period after adjusting all the dues, if any, payable by the contractor to the corporation.

OPERATION OF CONTRACT:

- 43) As per the tender notification, the successful bidder has to engage sufficient number of workers to carry out all the specified works efficiently. If the work is not satisfactory, the Depot Manager/Garage-in-charge has powers to insist on the contractor to replace the incompetent workers with skilful workers.
- 44) The contractor shall carry out the work contract on all days.
- 45) In case the contractor intends to stop the work contract on any day/fraction of a day for any reason, he has to inform and obtain prior permission from Depot Manager/Garage In-charge at least three days in advance.
- 46) The Tools & Plants like Trolleys/Benches, Buckets, Ladders and required materials like cleaning cloth, soap liquid, brushes & brooms etc., shall be provided to the contractor by the corporation in adequate quantities. No equipment shall be brought into the corporation premises from outside agencies without prior permission of the corporation.
- 47) The corporation officials/supervisors are empowered to check the work spot, labour/supervisors at any point of time for any number of times.
- 48) The shift supervisor shall allot the buses for sweeping, mopping and washing of buses in his shift and submit a summary sheet of work carried out during the shift to the Mechanical In-charge on daily basis.
- 49) The contractor shall be available at the work spot daily and monitor the work of work contract labour engaged by him. Alternatively, the contractor has to authorize two representatives from his staff to acknowledge and receive material and communications on his behalf and also to handover any communication to corporation on his behalf. One of such two authorized representatives shall always be available at the work spot invariably. Their contact numbers and residential addresses shall also be furnished to the Depot Manager/Garage In-charge.

Signature of the Tenderer

- 50) The contractor shall ensure that the workers engaged by him shall not drive the buses inside or outside the garage premises even though they are in possession of valid driving license. He shall be responsible for any consequences arising in this regard.
- 51) Workers found with rude behavior/arrogance or not following guidance/instructions issued by the supervisor or physically not suitable or found in drunken condition at work spot or involved in any kind of indiscipline or involved in theft cases, shall be dispensed with immediately by the contractor and fresh workers shall be engaged. In such cases penalties shall also be imposed.
- 52) On the expiry of the period of work contract or on its termination, whatever the case may be, the contractor shall handover the equipments supplied by corporation, if any, to the Unit Officer concerned.

STATUTORY:

- 53) The contractor is liable for all statutory or any other obligations arising out of his work contract in respect of labour engaged by him.
- 54) The contractor has to obtain license from the Licensing Officer under “Work contract Labour (R&A) Act, 1970,” to carry out the work contract in question in the work contract area and submit a copy of the same to the Depot Manager concerned before commencement of the contract.
- 55) 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 of the authorities concerned.
- 56) The contractor shall pay all the taxes including GST under the Central and State Acts/Rules made there under, applicable to his 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.
- 57) The contractor has to register his Firm under GST. The Contractor shall submit GST invoice(s) in the GST format along with the bills every month. All the GST invoice(s) shall be submitted. On submission of GST invoice(s) by the Contractor, Corporation shall release the payment of GST amount.
- 58) In the event of any statutory authority imposes any punishment like fines etc, and if the Corporation is made a party in such penal action, the Corporation has got the authority to keep such amount due to contractor like work contract amount / 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.

Signature of the Tenderer

- 59) The contractor should adhere to all Acts and Laws applicable to his work contract and for any violation, the sole responsibility lies with the contractor.
- 60) The contractor shall insure the lives of the Labour engaged by him for any eventual risks that might crop up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims/compensation for disability or loss of life of the labour and damage to the equipment pertaining to TGSRTC if any.
- 61) 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 work contract area or outside of the corporation's premises. The contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the corporation with regard to the arrangements made by him to fulfill his obligations arising out of this clause by way of an insurance policy.
- 62) Income Tax as per the provisions of I.T. Act and other taxes if any will be recovered from the monthly payment and the contractor has to obtain the PAN Number from the Income Tax Department and the same has to be produced to the corporation.
- 63) Since the work contract is awarded on piece rate basis, it is the responsibility of the contractor to pay PF and ESI contributions in respect of the workers engaged by him to carry out the work contract. The corporation has no liability in this regard.

PAYMENTS:

- 64) For Moffusil Depots, Payment shall be done on piece rate basis i.e. based on the number of buses swept / mopped / washed only and not on the attendance of manpower deployed. For City Depots, payment shall be done on the attendance of manpower deployed.
- 65) The contractor shall maintain attendance register to all the persons engaged by him, record their attendance every day and obtain signature of supervisor authorized by corporation every day.
- 66) At Mofussil Depots, the contractor has to submit details of number of buses swept/ mopped/washed, type-wise on daily and monthly basis to the Depot Manager concerned with the certification of Mechanical in-charge of the Depot. By verifying the daily and monthly reports, the payment shall be arranged to the contractor on monthly basis through RTGS/NEFT on submission of proper claim with certification of concerned officer/supervisor regarding the work performed.

Signature of the Tenderer

- 67) At City depots of GHZ, the contractor has to submit details of daily attendance of the number of men deployed for claiming the bill to the Depot Manager concerned with the certification of Mechanical and Security in-charges of the Depot.
- 68) The Contractor has to submit his claims every month by 2nd of succeeding month with the certification of Mechanical and Security in-charges concerned for payment of monthly bill which will normally be arranged by 11th of succeeding month.
- 69) If the contractor fails to submit the claims in time without any valid reasons and does not make timely payments to the manpower deployed by him, this shall also be treated as breach of contract terms and conditions.
- 70) It is mandatory for the contractor to claim any arrears of work contract amount within three months before expiry of agreement.

PENALTIES:

- 71) The contractor is liable to execute the work contract to the satisfaction of the Corporation. If the contractor fails to comply with the terms and conditions of the contract, the Depot Manager concerned and also higher officials shall have the right to inspect and impose penalties and take necessary action. The details of the penalty are as follows:
- a) For unsatisfactory work or breach of any condition including submission of claims in time, a penalty of Rs.1000/- for first occurrence, Rs.2,000/- for second occurrence and Rs.5,000/- for third occurrence shall be imposed.
 - b) If the above lapses occur more than 3 times in a year, the contractor shall be issued a show cause notice for termination of work contract and forfeiture of security deposit. If the contractor still fails to comply with the terms and conditions of contract, the work contract will be terminated with the approval of Regional Manager duly blacklisting the contractor.
 - c) In case, the penalty amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the work contract is liable for termination duly forfeiting the Security Deposit. This clause does not stand as a bar for implementing the clause of "termination of work contract for improper maintenance". Penalties to be levied by the authority who enters the agreement (i.e., RM/DM/Unit Officer).

Signature of the Tenderer

72) The contractor is liable to pay the damages, if any, caused to the premises or movable and immovable property of the Corporation, by him or by his agents or representatives as determined by the Corporation. The Corporation shall have the right to recover such amounts towards the damages caused from the monthly work contract amount 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.

TERMINATION OF CONTRACT:

73) The Contractor shall undertake work contract for a minimum period of one year from the date of agreement. If he desires to discontinue the work contract for whatsoever reasons, before completion of the minimum period of one year, he/she shall forfeit the Security Deposit in favour of the Corporation.

74) If the contractor desires to discontinue the work contract whatsoever reasons after completion of minimum period of one year, he/she has to give one month advance notice.

75) The Corporation reserves the right to terminate the work contract with one month's notice any time during the work contract period for unsatisfactory performance or for breach of any terms and conditions of the agreement, besides forfeiting the security deposit. The work contract is also liable for termination without assigning any reason thereof, by giving one month's notice. The decision of the corporation is final in this regard.

76) In case of misbehavior, assault on employees of the TSRTC by the contractor or his representatives/workers will lead to imposition of penalty or termination of work contract duly forfeiting the Security Deposit, besides legal action by lodging police complaint and filing case before Court of Law.

GENERAL:

77) The contractor should engage only male persons between 18 years and 60 years of age for the work. Child labour should never be engaged for the contracted work.

78) The contractor shall not engage any persons whose character and credentials and integrity are doubtful in nature and those who are on the record of police with criminal back ground. If any such persons are engaged, the contractor of solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his work contract.

79) The contractor is not permitted to sub-let the work contract to any other sub-contractor, benami or proxy.

- 80) The allotment of work contract shall be NON-EXCLUSIVE i.e. the Corporation shall have the right to grant permission to any number of contractors to perform similar type of work contract in the same premises. The contractor has no right to question whatsoever.
- 81) The contractor is liable for any obligation arising out of his work contract in respect of labour engaged by him.
- 82) The contractor and his workers should furnish their AADHAR details and sign in the incoming/outgoing register maintained at security branch of the depot on daily basis.
- 83) In the event of death of Contractor, the work contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the work contract on the same terms and conditions for the remaining period of work contract on execution of fresh deed of agreement by such legal heir.
- 84) All the above terms and conditions will form part of the agreement of work contract and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
- 85) The Rights given under the work contract are not transferable.
- 86) The workers/supervisors or any other persons employed by the contractor or contractor himself shall not have any right or claim whatsoever for employment in the Telangana State Road Transport Corporation at a future date.
- 87) Even after entering into agreement between Corporation and contractor, any number of clauses in the agreement are subject to modification/deletion. Addition of new clauses will also be made in the corporation's interest during operation of contract. At the same time, care will be taken to protect interest of the contractor also.
- 88) In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this work contract or otherwise, the decision of the Managing Director, TSRTC shall be final.
- 89) The jurisdiction for any legal proceedings shall be within Hyderabad.

Signature of the Tenderer