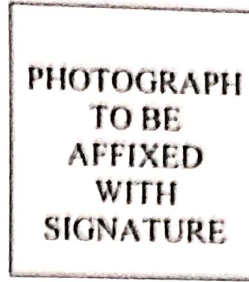


**TELANGANA STATE ROAD TRANSPORT CORPORATION NALGONDA REGION**

To  
The Regional Manager,  
T.S.R.T.C.,  
Nalgonda 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 Nalgonda Region – Submission of Tender Form – Reg.

Ref:- Tender Notification No.O2/122(31)/2024-RM.NLG, Dt.11.03.2024.

\*\*\*

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)



SIGNATURE OF THE TENDERER



TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF CONTRACT ACTIVITY OF MAINTENANCE OF FREE TOILETS (FACILITY) ON OUTSOURCING BASIS IN

\_\_\_\_\_ BUS STATION UNDER THE JURISDICTION OF \_\_\_\_\_ DEPOT  
OF NALGONDA REGION

1. Name of the Tenderer \_\_\_\_\_ (In capital letters)

2. Father's name \_\_\_\_\_

3. Full Address of the Tenderer with \_\_\_\_\_  
Mobile Number \_\_\_\_\_

4. Date of Birth & Age of the Tenderer: \_\_\_\_\_

5. If Firm/Agency mention full address  
& details : \_\_\_\_\_  
\_\_\_\_\_

6. Nature of the Work : Contract Activity of :

a. For Major, A & B Class Bus stations: Maintenance of Free Toilets (Facility) on outsourcing basis in \_\_\_\_\_ Bus Station under the jurisdiction of \_\_\_\_\_ depot of Nalgonda Region.

b. For C Class Bus stations: Sweeping & Cleaning of Bus stations Yard, Plat forms and watering of plants & Maintenance of Free Toilets on outsourcing basis in \_\_\_\_\_ Bus Station under the jurisdiction of \_\_\_\_\_ depot of Nalgonda Region.

7. Name of the Depot : \_\_\_\_\_

8. a. Minimum No. of persons to be  
Deployed for the above work :

b. Minimum value of the work with PF code ₹ \_\_\_\_\_ per month.  
(Including PF, ESI Statutory, 7% profit margin and Incidental Exp.)

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) :



SIGNATURE OF THE TENDERER

- 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 :  
(Xerox copy to be enclosed)
- e. GST Registration Number & Date :  
(Xerox copy to be enclosed)
- f. Previous experience (if any) :  
(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 Accounts Officer, TSRTC, Nalgonda Region.

- a) Amount paid towards EMD ₹ \_\_\_\_\_
- b) Demand Draft / Banker's cheque No. & date \_\_\_\_\_
- c) Name of the Bank \_\_\_\_\_

12. Details of Processing fee "drawn in favour of Accounts Officer, TSRTC, Nalgonda Region.

- d) Amount paid towards ₹ \_\_\_\_\_
- e) Demand Draft / Banker's cheque No. & date \_\_\_\_\_
- f) 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 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.



SIGNATURE OF THE TENDERER

## TERMS AND CONDITIONS FOR APPOINTMENT OF CONTRACTOR FOR MAINTENANCE OF TOILETS AT BUS STATIONS

### GENERAL

1. The prescribed Tender Form and terms and conditions may be downloaded from TSRTC website [http://tsrtc.telangana.gov.in\(tenders\)](http://tsrtc.telangana.gov.in(tenders)) from **15.03.2024 onwards and enclose tender form processing fee DD along with tender form.**

S.No	Name of the Depots	Sale price of each Tender form
01.	(Nalgonda, Narketpally, Devarakonda, Miryalaguda, Suryapet, Kodad, Yadagirigutta)	Rs.1000.00 + 18% GST = Rs.1180.00

2. Tender document can be obtained from the concerned Depot Managers Offices of Nalgonda Region on payment of Rs.1000/- + 180/- GST = Rs.1180/- .

### 3. EARNEST MONEY DEPOSIT

- a) The EMD amount shall be as under:

For MGBS & JBS:	Rs.2,00,000/-
For other Major Bus stations:	Rs.1,00,000/-.
For 'A' Class Bus stations:	Rs.50,000/-.
For 'B' Class Bus stations:	Rs.25,000/-.
For 'C' Class Bus stations:	Rs.12,500

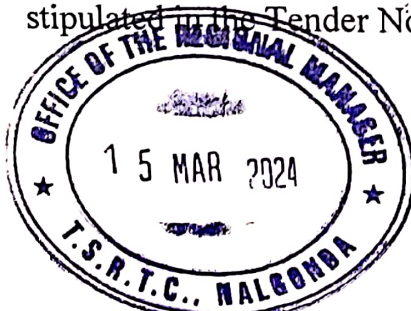
- b) EMD is not exempted to any individual or Organizations.

- c) The tenderer shall submit the Earnest Money Deposit in the form of DD obtained in favour of **ACCOUNTS OFFICER TSRTC., NALGONDA** Region. Tender form submitted without EMD will be rejected as being non responsive. The EMD is not exempted to any category like Society / Voluntary Organization / Institution / Communities etc.

- d) The EMD of the unsuccessful tenderers will be returned only after finalization of Tenders. The EMD amount will not carry any interest. 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.

- e) The EMD of the tenderer will be forfeited under the following circumstances:

- i. When the EMD is less paid than what is stipulated in the Tender.
- ii. When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.



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- iii. When Tender form with pre-conditions or additional conditions is submitted.
  - iv. When the tender is submitted in an unconcerned tender form.
  - v. When the tender is submitted for the business other than that notified in the tender Notification.
  - vi. When the tender form is submitted by a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted failing which tender will be rejected and EMD forfeited.
  - vii. When the Tender form is submitted by the person as stated vide clause 10 & 11 above.
  - viii. When the successful tenderer fails to furnish Security Deposit within 30 days from the date of issue of letter of allotment of the contract.
  - ix. When the successful tenderer backs out from taking up of the contract within the stipulated period, for whatsoever reason.
  - x. When the successful tenderer fails to enter into agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.
  - xi. Non enclosure of requisite documents.
4. The tender form must be submitted in the name of the person whoever actually purchases the tender form. In other words the tender form has to be purchased by the person who actually signs the tender form and participates in the tenders. Violation of this condition entails rejection of the tender.
  5. The tenderer has to enclose a copy of his PAN CARD & Aadhar Card.
  6. Tenderer is advised to study the contents of this document carefully, understand the same and then fill all the forms duly complying with the instructions and the terms & conditions mentioned therein.
  7. The tender form shall be complete in all respects and the information required therein shall be authentic. The tender form shall be substantially responsive to the tender documents in every respect. Any deviation will render the tender invalid.
  8. The Tender must be submitted in the prescribed Tender Form duly enclosing all the required documents and the requisite EMD only in the form of DD/ Bankers cheque.
  9. The Tender once submitted will 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 such as Court directive, Bundhs, Strikes etc.



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10. Any person/Agency/Organization, who/which was a licensee to the Corporation in the past and was terminated due to non performance of agreement or for any other reason is not eligible to participate in this Tender.

11. The tender form shall be filled in all respects and the tenderer shall sign on each and every page of the Tender Document while submitting the Tender.

#### SUBMISSION OF TENDER:

12. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.

13. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.

Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected.

14. Documents required for submission:

a. A Demand Draft for Rs. \_\_\_\_\_ towards EMD.

b. Application form duly filled and signed as indicated at **Annexure** —

c. All the papers of tender document with terms & conditions duly signed by the Tenderer on each page as a token of acceptance of all the terms & conditions.

d. Photograph in case bidder is an individual

e. Self Attested copy of PAN/TAN/Aadhar card, labour License, PF code, ESI Code and GST registration of the Tenderer/ Firm.

f. Bye laws and certificates for registration (in case of registered societies), relevant Registration Certificates/ Deeds(in case of individuals/Proprietorship).

g. Power of Attorney/Authority Letter to sign the Tender Document as applicable.

h. Any other document required as per the tender conditions

15. The tender must be unconditional. Conditional offers will be summarily rejected.

16. The filled in Tender form in all respects addressed to Regional Manager, **Nalgonda** duly sealed shall be dropped in the Tender box in the Office of the Regional Manager, TSRTC, Nalgonda between 10.30 hrs and 14.00 hrs on 04.04.2024 and **the box will be opened at 15.00 Hrs** on the same day in the presence of the tenderers or their authorized representatives. **The name of the work contract and the location of the Bus Station opted shall invariably be mentioned on the cover.**



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17. The remuneration for providing Safai Karmacharis and Unskilled workers with PF, EDLIF, ESI (wherever applicable) and 7% profit margin along with GST & incidental charges for regular cleaning of Toilets (Rs.3000/- in case of Major & A, Rs.1500/- in case of B & C class) are included in the tender Notification. If the rate quoted is less than the rates mentioned in the Annexure- \_ , the tender will not be accepted and the tender form will be treated as invalid and rejected.
18. The tenderer must offer the quote at the S.No. specified for remuneration offered per month in the application form. The tenderer should quote the remuneration in figures and words. In case of discrepancy between words and figures, the quote which is least of the two versions will be taken into consideration. In case of any corrections in the monthly remuneration quoted or any other corrections in the tender form, the same should be attested by the tenderer, otherwise the tender will be rejected.
19. Period of Contract: The Contract will be allotted for a period of Two Years extendable by one year subject to satisfactory performance with minimum lock in period of One Year from the day of commencement of work. If He/she desires to discontinue the contract for whatsoever reason, before completion of the minimum period of contract, the Corporation shall forfeit the Security Deposit.
20. **CRITERIA FOR SELECTION:**
- Any individual/ firm/ company/ SSO/ NGO/ VO/ NPMO/ Local Safai karmacharis etccan participate in the Contract.
  - The minimum cost of the contract amount is notified in the Tender Notification in respect of each Bus Station with a condition that no contractor can quote less than that value and if any contractor quotes less than the minimum cost of contract, such a quote will be automatically disqualified since the value of the Contract amount includes the Minimum Wages, PF, ESI (wherever applicable), incidental charges and profit Margin.
  - Preference would be given to the contractors who reside within the District in which the Bus Station is located. The Contractors should enclose the proof of residence while submitting the bid document.
  - The tender committee will examine the quotes of the bidders. Other things being equal, If a bidder who is residing within the District in which the Bus Station is located, quotes lowest amount i.e., minimum cost of the Contract, the contract will be awarded to him. If there is more than one such bidder, who quote lowest amount and residing within the District in which the Bus Station is located, the contract will be awarded through lottery. If there are no bidders who quote lowest and residing within the District in which the Bus Station is located, the contract will be awarded to the lowest bidder who resides within the State. If there is more than one bidder residing within the State, the Contract shall be allotted through lottery.



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21. The application form and other supporting documents/certificates shall be kept in a sealed cover.

**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 the form of proof of the requirements / qualification.

#### TENDER COMMITTEE

22. The Tender Committee constituted by the Corporation shall evaluate the tenders. The decision of the Tender Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
23. The committee has the authority to review and take decision for finalisation of the Contract allotment, in case of previous default history in such business by the participating tenderer.
24. Any approach from the tenderer's representative or his Contractor, 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:

25. At any time prior to the deadline for submission of tenders, the Corporation may for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender Document by issuing an addendum. Any Addendum issued by the Corporation will be published in the newspapers duly providing reasonable time to the prospective Tenderers to take the addendum into account while preparing their proposals. The deadline for submission of proposals may be extended as per the discretion of the authority which has issued the tender notification, if required.

#### ALLOTMENT OF CONTRACT

26. 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 with the Corporation within 30 days from the date of issue of letter of allotment of the contract. Original certificate of registration under PF & ESI, Labour License (wherever applicable) shall be produced at the time of signing the agreement for verification.



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## TERMINATION OF TENDER PROCESS

27. The Corporation may terminate the tender process at any time and without assigning any reason. Corporation makes no commitments, express or implied, that this process will result in a business transaction with anyone.
28. Corporation reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the Tenderers. **The Tender not fulfilling any of the terms and conditions will summarily be rejected.**

**UNDERTAKING:** I/we have gone through the tender Document and having accepted all the terms and conditions of the same and bind myself/ourselves to the conditions specified in the said document. I/we also bind myself/ourselves to the scope of work in case my/our tender is accepted.

That I/we agree that any tender may be rejected if the competent authority feels that the response to the tender is not qualified enough for the selected bidder to execute the work.

**VERIFIED AND ACCEPTED.**

## GENERAL AGREEMENT CONDITIONS OF THE CONTRACT

### 1. NATURE OF CONTRACT

- a) 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 Bus stations and 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.
- b) The remuneration quoted shall not be less than the specified work value mentioned against each bus station to these terms and conditions.
- c) If any tenderer quotes less than the specified work value (i.e., less than the minimum work value including PF,EDLIF, ESI , profit margin of 7%, GST and incidental charges per month as shown in the Tender Notification of these terms and conditions, such a quotations will automatically be disqualified.

### 2. PERIOD OF CONTRACT

- a) The period of contract is for 2 (Two) Years extendable by one more year based on satisfactory performance beyond the stipulated period of two years subject to 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.

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### 3. SECURITY DEPOSIT AND ENTERING INTO AGREEMENT.

- a) The Successful tenderer shall pay Security deposit which is equivalent to Three months remuneration payable to him towards Security Deposit, only in the form of Demand Draft/ Bankers cheque in favour of ACCOUNTS OFFICER TSRTC., Nalgonda Region, within 30 days from the date of issue of letter of allotment. 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 has 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 and 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) For all Bus Stations, it is the responsibility of the successful tenderer 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 fulfil all the obligations as imposed under the Agreement. On successful completion of 2 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 1 year minimum period of contract, the contractor can seek termination of the contract by issuing 2 months notice.
- d. The Corporation reserves the right to terminate the contract with two months advance notice without assigning any reason(s) any time during the subsistence of contract period.



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- e. At any stage , Corporation at its discretion can terminate the contract by giving one(1) Month notice under the following circumstances:
- i. When penalties are imposed for improper maintenance of toilets 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.

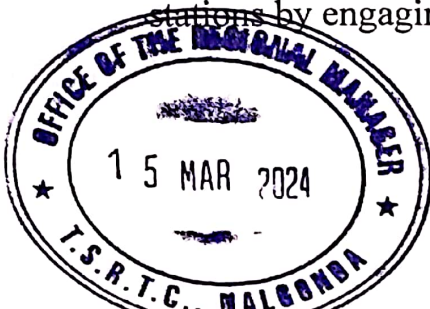
## 5. PAYMENT TERMS

- i. The monthly Remuneration quoted by the tenderer will be paid every month by the Corporation.
- ii. 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.
- iii. The contractor shall submit GST invoice/s along with the bills by 5<sup>th</sup> 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.
- iv. 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.
- v. 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.

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- 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.
- d. The personnel deployed by the contractor shall be courteous, polite, cordial and cooperative. The contractor shall verify the character antecedents before deploying any person. The contractor and his 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. 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 and other property of the Corporation within the contract area.
- j. The contractor has to arrange wet moping 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.

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- 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 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 deceases.
- 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 DM/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 Karmachari from the market and complete the work.



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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 labor 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:

Sl. No.	Complaint received	Major and 'A' Class	B & C Class
1	First time	Rs 10,000/-	Rs.5,000/-
2	Second time	Rs 15000/-	Rs.10000/-
3	Third time	Termination of contract	

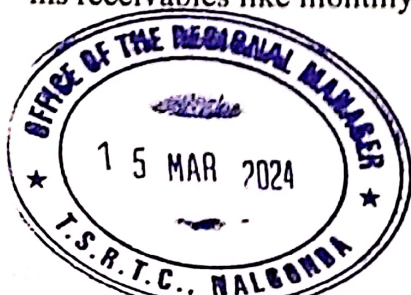
9. The contractor shall maintain "Complaints & Suggestions Book" and it should be made available to the users on demand to record their complaints/suggestions on maintenance of Toilets & Bus station premises etc., (For C Class Bus Stations).
10. **For C Class Bus stations,** it is the responsibility of the contractor to arrange to clear the garbage accumulates on cleaning and sweeping of the Bus Station, Yard and premises. He shall arrange to shift the garbage within the Bus Station premises to the location where the Municipal authorities/local bodies suggest.



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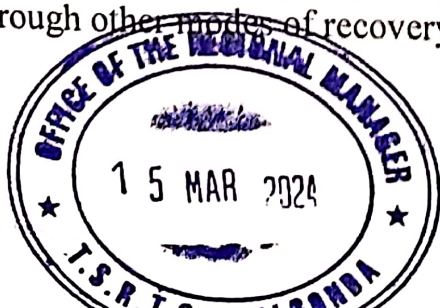
## 11. ADHERING TO LABOUR LAWS AND ACTS:

- i. 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).
- ii. The contract will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such dealings
- iii. The contractor has to obtain the Licence 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.
- iv. 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.
- v. The contractor shall ensure compliance of all the Labour 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. 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.
- vi. 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.
- vii. 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.
- viii. 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.



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- ix. The contractor is responsible for any objections or disputes raised either by the Labour Dept., or the workers on any payments to be made to the workers and on any penalties levied by the Government.
- x. The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
- xi. The contractor is solely responsible for the safety of the persons engaged by him.
- xii. The contractor shall not engage Child labour.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. The contractor shall be liable for all the claims that may arise under the provisions of Workmen Compensation Act and Labour 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
- xviii. 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 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.



SIGNATURE OF THE TENDERER





- xix. 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:

The entire contract can be terminated by either party by giving two months notice in advance without assigning any reason. If the contractor fails to give two months notice in writing for termination of the Agreement of contract, 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.

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.

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

- i. The contractor shall indemnify the CORPORATION of all legal obligations towards the outsourced personnel deployed by the contractor.
  - ii. 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. "The employees of TSRTC and their family members as defined in TSRTC Employees (Conduct) Regulations are not entitled to participate in Tenders for allotment of Canteens, Pucca Stalls, DOT Stalls, Open Spaces, Dormitories & Two Wheeler Parking, Advertisement Contracts etc.,".



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15. 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.

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.

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.

If any dispute arises between the contractor and the Telangana State Road Transport Corporation, the Courts at Hyderabad shall have jurisdiction.

16. 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.



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## ANNEXURE

## I. MAINTENANCE FREE TOILETS AT MIRYALAGUDA BUS STATION.

Sl. No.	Depot	Bus Station	Classification of Bus Station	EMD RS.	No.of the Persons to be provide	Wages per each person per month (in Rs.)in cluding GST18%	Incident al Exp. (in Rs.)	Total Expendit ure per month (in Rs.)	Remakrs
1	MLG	Miryalaguda	A	50000	E.04 Safai Karam Chary	75320/- (Rs.18830/-)	3000/-	78320/-	To be completed on 25.04.2024

**Note:** If the rate quoted is more/less than the above minimum value of contract will not be accepted in the tenders.



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