

**TENDER FORM FOR SWEEPINGS, CLEANING OF BUS STATION PREMISES, YARD AND PLAT  
FORMS / MAINTENANCE OF FREE TOILETS AT THE BUS STATIONS ON PAYMENT OF MONTHLY  
REMUNERATION BY THE CORPORATION OF "C" CLASS BUS STATIONS(KALLURU,CHARLA  
&VENKATAPURAM)**

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Affix passport  
size photo  
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To  
The Dy.Regional Manager(O),  
T.S.R.T.C., Khammam.

Sir/Madam,

**SUB :CONTRACTS** : Tender for Sweeping and Cleaning of bus station yard, Platforms,  
Bus Station premises , Watering of plants/ Maintenance of Free toilets on "payment of  
monthly remuneration by the Corporation" – Submission of Tender Form – Reg.  
REF : Tender Notification. No. **M1/725(01)/2024-RM:KMM Dt.13-03-2024**

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I hereby submit my tender in the prescribed form. I/We read thoroughly the job description.  
Terms and conditions supplied together with the tender form and understood 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 operation of the contract on awarding the same.

Yours faithfully,

SIGNATURE OF THE TENDERER

Date:

Station:

Full address of the Tenderer  
(in block letters)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CELL NO. \_\_\_\_\_

**TELANGANA STATE ROAD TRANSPORT CORPORATION**

**TENDER FORM**

***(SWEEPING & CLEANING OF BUS STATIONS / MAINTENANCE OF FREE TOILETS)***

1. NAME OF THE TENDERER : \_\_\_\_\_  
(In capital letters)  
OR NAME OF THE ORGANISATION : \_\_\_\_\_  
(SSO/NGO/NPMO/VO/LOCAL SAFAI  
KARMACHARI) (Copy of Registration : \_\_\_\_\_  
Certificate enclosed)

2. ADDRESS OF THE TENDERER/ORGANISATION : \_\_\_\_\_  
: \_\_\_\_\_

3. **NAME OF THE BUS STATION** : \_\_\_\_\_

4. TENDER OFFERED FOR THE WORK : \_\_\_\_\_  
(The Tender has to tick A & B)

**A. Sweeping & Cleaning of Bus Station yard, Platforms and watering of Plants**

**B. Maintenance of Free Toilets**

5. PREVIOUS EXPERIENCE IF ANY : \_\_\_\_\_  
(enclose certificates) : \_\_\_\_\_

6. **E.M.D. Amount** : Rs. \_\_\_\_\_

**E.M.D. Details**

- a. DD/BC.No. & Dt. \_\_\_\_\_
- b. Amount for Rs. \_\_\_\_\_
- c. Name of the Bank \_\_\_\_\_

**Registration fee Amount (downloaded form) : Rs. \_\_\_\_\_**

**Registration fee details**

- a. DD/BC.No. & Dt. \_\_\_\_\_
- b. Amount for Rs. \_\_\_\_\_
- c. Name of the Bank \_\_\_\_\_

7. REMUNERATION EXPECTED FROM THE CORPORATION TO CARRYOUT THE WORK THROUGH **E-01 SAFAI KARMCHARIS** : Rs. \_\_\_\_\_

(Per Month Including Payment of Minimum Wages ,PF, (In words)  
EDLIF, ESI to the worker and 7% Profit margin

**8. Residence proof**

**: Enclosed / Not enclosed**

**TERMS AND CONDITIONS FOR SWEEPING, CLEANING OF BUS STATION PREMISES, YARD,  
PLAT FORMS AND WATERING OF PLANTS etc. AND MAINTENANCE OF FREE TOILETS AT  
TSRTC BUS STATIONS OF KHAMMAM REGION**

1 Tenders shall be called for **Cleaning, sweeping of the bus station premises, yard and platforms for Maintenance of Free Toilets at "C" Class the Bus stations.**

2. The Tender Committee shall be constituted with the Dy.RM concerned, Depot Manager of the Head Quarter depot and Dy.CAO/AO of the Region. If there is two depots in the Regional Head Quarters, the Depot Manager under whose control the Head Quarters bus station lies, shall be the member of the Tender Committee.

3. Any one (Individual/ Firm/ Company/ SSO/ NGO/ VO/ NPMO etc.) has to undertake the job of Sweeping & Cleaning of Bus Station yard, Platforms and watering of Plants/ Maintenance of free toilets specified in the tender Notice on a monthly remuneration payable by the corporation.

4. The minimum wages payable per month to the workers required to be deployed for the work.

5. The statutory employers contribution payable in respect of the workers i.e. PF, EDLIF and ESI etc., along with the administrative and inspection charges wherever applicable.

6. A profit margin of 7% over and above the value of the aforesaid components.

7. **EARNEAST MONEY DEPOSIT::**

a. EMD is not exempted to any society, voluntary Organizations, Institutions, Communities etc..

b. The EMD/Registration fee prescribed at Tender Notification should be paid through demand draft drawn in favor of "**ACCOUNTS OFFICER, TSRTC, Khammam** Region/ as notified in notification. The EMD amount shall not carry any interest. Tender forms received without enclosing DD towards EMD, will be rejected.

c. In case EMD paid by the tenderer/ Firm is less than what is stipulated in the tender notification or the EMD paid through other means, i.e., in a manner other than stipulated in terms and conditions. The tender will be rejected besides forfeiting the earnest money deposit.

d. The EMD amount of unsuccessful Bidders will be refunded after finalization of tenders without any interest.

e. If the successful tender/ Organization fails to take-up the work with in the period specified, the EMD will be forfeited.

f. The Corporation is not responsible if the tenders are held up due to litigation in Hon'ble courts 'or' for any other administrative reasons.

8. **SECURITY DEPOSIT**

The Contractor shall pay a sum equivalent to three (3) months remuneration payable to him towards security deposit to the corporation 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.

9. Finalization of tenders, tender that preference will be given to the contractors who reside within the District in which the bus station is located. The Contractor should enclose the proof of residence while submitting the bid document. The decision of the tender committee in that regard shall be final.

10. The tender committee shall examine the quotes of the bidders. If the 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 shall 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 shall 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 shall be awarded to the lowest bidder who resides with in the State. If there is more than one bidder residing within the State, the contract shall be allotted through lottery.

11. If the eligible contractor does not possess the PF and ESI codes, he/she shall be given reasonable to obtain the same

12. The contractor shall compulsorily submit the GST identification number for award the contract.

13. The Contractor shall submit 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 HSN code. On submission of GST invoice/s by the contractor, Corporation shall release the payment of GST amount.

14. The proceedings of the tender committee shall be approved by the Regional Manager concerned based on merits. In other words, the Regional Manager is at liberty to accept or reject the proceedings.

15. LICENCE PERIOD::

The license period for the contract of Cleaning, sweeping of bus stations and Maintenance of free toilets shall be (2) two years initially, which can be extended for one year subject to satisfactory performance of the contractor

The extension of the contract beyond the stipulated period, i.e, 2 years shall have to be recommended by the Regional Tender committee and to be approved by the Regional Manager concerned.

On the expiry of the period of the license 'or' on its termination as the case may be the contractor shall handover the equipments if any to the Depot Manager.

16 a. The contractor shall provide the material required for maintenance of the Bus Stations, i.e., brooms, phenol, acid etc. at his/her own cost.

b. It is the responsibility of the Contractor to arrange to clear the garbage accumulation on cleaning and sweeping of the bus station, yard and premises and also from the stalls/ shops at the bus station. He shall arrange to shift the garbage with in the bus station premises to the location where the municipal Authorities/ local body suggest.

**c. No user charges are to be collected from the passengers on use of toilets. The Licensor shall has the right to impose fines as specified on each occasion if find collecting Toilet charges.**

d. If any complaints are received from the passengers on improper maintenance of contract area, misbehaviors of the labor engaged by him with the passengers or with the employees of the corporation, for breach of terms and conditions of the agreement and any irregularity detected at the time of inspection by the officials of the Corporation, the firm is liable for payment of penalty as furnished hereunder.

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Sl.no	Type of Bus station	Amount of penalty to be imposed
1.	Major / A class	Rs.1000/- on each occasion up to 3 times
2.	B-Class	Rs. 500/- on each occasion up to 3 times.
3.	C- Class	Rs. 200/- on each occasion up to 3 times.

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e. The Individual/SSOs/NGOs/ VOs/ NPMOs shall maintain "Complaints and suggestions book and it should be made available to the users on demand to record their complaints/ suggestions on maintenance of bus station premises etc.

f. It is the responsibility of the successful tenderer/ SSOs/NGOs/ VOs/ NPMOs to pay the requisite stamp duty while entering into an agreement with the licensor as per amendment made to the Indian stamp duty act, 1899 on the prescribed terms and conditions. The stamp duty payable by the successful tenderer shall be @ 2% on the average annual fee/ remuneration.

g. The security deposit will be forfeited duly giving one (one) month advance termination notice under the following circumstances:

i) when penalties are imposed for improper maintenance 'or' passenger compliant etc. for more than three 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 statutory contributions to the persons employed in execution of the contract.

g. Minimum period of doing business:

The contractor shall carryout the allotted work as specified in the agreement for a minimum period of one (1) year from the date of commencement of the contract.

In the event of the contractor seeking premature termination of contract within the stipulated one (1) year period, the Corporation has the right to forfeit the security deposit paid by the contractor.

h. The contract can be terminated by either party by giving 2 months advance notice. However, the contractors may seek such premature termination, only after completion of 1 year minimum period of business.

The Corporation reserves the right to terminate the contract with two months advance notice without assigning any reasons(s) any time during the subsistence of contract period.

#### 17. MINIMUM WAGES::

a) The contractor has to pay the minimum wages as fixed by the commissioner of labor to the persons engaged by him, he/ firm is responsible for any objections, disputes raised either by labor department or the workers on any payment to be made to the workers and on any penalties levied by the government.

b) The contractor shall ensure deduction of PF contributions from the wages of the persons engaged by him together with Matching contributions of the employer ( contractor) along with administrative and inspection charges at the rates prescribed by the govt. from time to time and remit to the secretary, TSRTC PF (trust) , HYD. If the tenderer is in possession of code NO. allotted by the regional provident fund commissioner, he shall remit the PF deductions to the respective RPFC under intimation to the licensor and he need not remit the PF deductions to TSRTC PF (Trust), preference will be given to the tenderer possessing license obtained from labor department and code No. allotted by RPFC.

c) The contractor must deploy the number of workers prescribed against each shift irrespective of his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangement, the workmen have to strictly follow the shift timings allotted to them by the station manager/ unit officer is authorized to change their shift duties based on the day-to-day requirement.

d) The successful contractor has to furnish the passport size photographs of the workers to be deployed by him for the contracted work to the unit officer concerned within 15 days of awarding contract with details of name, qualification, experience, age. Fathers name, residential address of each worker etc. the contractor shall not change the workmen specified without prior approval of station manager/ unit officer.

18. The contractor has to undertake the job of sweeping and cleaning of Bus Station yard, platforms, Bus station premises and watering of plants in the contract area specified in the tender notice.

19. The Contractor should be present at the work spot regularly.

20.The Contractor has to keep Contract area clean and tidy at all times, He has to arrange for the sweeping and cleaning of all office rooms, waiting halls, places, plat forms. Staircases, ramps, pits, open and covered yard surrounding the contract area for every one hour and remove the dust and debris.

21.The Contractor has to arrange to mop the passengers waiting hall, managers, supervisor office rooms, with phenol and wet cloth twice a day.

22.The Contractor has to keep the walls, pillars and ceiling of the Contract area clean and tidy.

23.The contractor has to implement the instructions issued by the Corporation officials and any other inspecting officials on cleanliness and attraction of the contract area.

24.The Contractor has to arrange to clean inside the buses and also wherever there is urgent and as directed by the Supervisors of Corporation.

25.The Contractor shall also be responsible for the safety of the tools and plants and other like electrical fittings, furniture and other property of the corporation with in the contract area.

26.The Contractor shall deploy the persons in each shift as per the Tender Notifications and shall furnish the names of the persons engaged on his behalf for the contract work.

27.He/ She has to arrange to removal of cobwebs, fungus, bird, nests, bushes, small stones, pebbles and such other dirty material with in the contract area every fortnight.

28. It is also the responsibility of the contractor to nominate a responsible Supervisor/ in charge among the persons to be deployed to oversee the work of persons engaged by him for smooth and effective maintenance of Bus Station.

29. The Contractor 'or' the labor engaged by him shall bring to the notice of the Station manager/ Depot manager/ police immediatly about any suspicious person loitering in the bus station 'or' about any unclaimed objects, things, boxes etc. lying in the Bus station.

Tenders in the name of the minor or on behalf of the minors will be rejected. Tenders once made shall not be permitted to withdraw.

30.The Tender form is not transferable i.e., the person who purchases the tender form shall only participate in the tenders. If the names of the purchaser of the tender form and the participant differ, the tender will be treated as invalid and rejected apart from forfeiture of EMD.

In case of organization/ Companies/ Corporations etc. the authorized representatives can submit the tender application along with authorization letter.

The interested parties may inspect the premises of contract area well before submitting the tender form.

31. The Contractor shall pay all the taxes under the central and state government rules made there under, applicable to the contract. The Corporation is not liable for the penalties in view of non-payment of taxes or default there on. Any default, non – payment of taxes to statutory authorities will cause termination of license.

32.The tender form duly filled in along with the demand draft in original towards the EMD amount should be enclosed together with the terms and conditions duly signed on each page. Amount quoted by the tenders and words clearly and other supporting certificates shall be kept in cover and sealed. In case of any corrections on the monthly license fee quoted 'or' any other corrections in the tender form, they should be attested by the tenderer, otherwise the tender will be rejected. On the sealed cover, the nature of business, name, address and mobile/ telephone number of the tenderer shall be indicated.

**33. 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. 03-04-2024. 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.**

34. Tender forms not accompanied by the demand draft in original towards the requisite EMD/ registration fee, incomplete filled in tender forms, failure to sign and failure to enclose terms and conditions will be rejected. Also the successful tenderer has to submit a solvency certificate issued by the competent authority.

35. Tender forms with any pre-conditions "or" additional conditions other than the conditions prescribed by TSRTC, will summarily be rejected.

36. The successful Tender shall enter into an agreement for undertaking the work on prescribed terms and conditions.

37. The security deposit, is refundable on satisfactory performance of contract and is liable for forfeiture for breach of contract.

a. The security deposit is refundable on expiry of the period of license without interest subject to due performance and fulfillment of agreement conditions and adjustment of dues towards cost of damages, fines imposed, taxes etc. if any.

b. Any violation of 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.

c. The security deposit paid by the contractor is liable to be forfeited in the event of non-commencement of maintenance work within the stipulated time after depositing security deposit as per the allotment order or breach of any of the terms and conditions of the tender form besides termination of contract.

d.) The security deposit is liable to be forfeited in the event of non-submission of deed of license after payment of security deposit amount and non-commencement of contract.

e. In the event of the contractor continuously defaulting and not supplying sufficient No. of specified men regularly, the licensor, on the recommendations of the depot manager can terminate the contract with a month's notice duly forfeiting the security deposit.

f. The EMD will be converted into Security Deposit and if required more amount the amount may be collected through DD.

38. In the event of death of contractor, the contract shall come to an end. However, the licensor may permit the legal heir of the contractor to run the contract on the same terms and conditions for the remaining period of license on execution of fresh deed of agreement by such legal heir.

38. The contractor shall not engage the persons below the age of 18 years and above 60 years of age to work.

39. The contractor has to supply khaki uniform in respect of male workers and a green uniform in respect of female workers engaged by him and identity plates also to the workers. No worker be allowed without identity plate and uniform. The workers should contact the supervisor on duty at office/ depot/ bus station before and after spell of his/ her duty and furnish the position form time to time.

40. The contractor is liable for any obligation arising out of his contract in respect of labor engaged by him.

41. a) No compensation shall be paid by the corporation for any injury of death of the workers engaged by the contractor with in the premises of the contract area. The contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the TSRTC the arrangements made by him to fulfill his obligation arising out of this clauses by way on an insurance policy.

b) The contractor shall insure the lives of the labor 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/ loss of life.

c) Damage to vehicles / property of the corporation if any caused by the workers shall be recovered from the monthly remuneration/ security deposit.

#### 42. MONTHLY REMUNERATION:

a) The monthly remuneration will be paid to the successful bidder every month by the corporation .

b) There will be no enhancement in the monthly remuneration payable by the corporation to the contractor during the subsistence of the license period.

c) Monthly remuneration will be paid to the contractor by depot manager / unit officer by way of "ACCOUNT payee cheque" not negotiable basing on certification given by station manager.

d) The monthly bill of the contract amount shall be paid to the contractor only after deduction of the PF amounts from the wages of the persons engaged by him and recovering the matching contribution (employers share) together with administrative and inspection charges EDLIF, ESI and any other recoveries from the contractor on the rates prescribed, from to time, as per the instructions issued in the matter,.

e) The contractor shall arrange salaries to the workers engaged by him through "account payee cheque " or through " cash" where bank facility is not available.

f) The contractor shall remit the PF/ EDLIF/ ESI amounts in respect of the persons engaged by him to the regional provident fund commissioner on the code number obtained by him and produce proof of the same every month to the unit officer to arrange payment of the monthly remuneration.

#### 43.ADHERING TO LABOUR LAWS AND ACTS:

a) The contractor shall adhere to all labor acts and laws in force applicable to the contract work and for nay violation of such laws the sole responsibility lies with the licensee.

b) 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 inspecting officials.

c) 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 the contractor like remuneration, deposit etc. with it until it is proved to the satisfaction of the corporation that such penal action are ceased. Such actions may also reason for termination of contract duly forfeiting security deposit.

d) 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 background, if any such persons are engaged. The contractor is solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his contract.

e) The contractor has to obtain the license from the licensing authority under contract labor (Regulation and abolition ) act, 1970 to carryout the work of sweeping & cleaning of Bus station yard, platforms, Bus station premises and watering of plants 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.



f) The contractor has to comply with all the provisions of the acts of Government relating to labor and rules regulation 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 manger concerned for payment. He has to indemnify the corporation all the claims, damages for compensation under the provisions of all laws and acts pertaining to the labor.

44. The rights given under the contract are not transferable.

45. In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or other wise. The decision of the Managing Director, TSRTC shall be final.

46. The workers employed by the contractor shall not have any right or claim whatsoever for employment in the TSRTC at future date.

47. a) The management reserves the right to reject any or all tenders without assigning any reason. The management also reserves the right to allot the contract to any person of its choice through negotiations with the tenderers after justifying their ability to comply with the labor laws viz. payment of minimum wages, recovery and remittance of contributions towards PF/ EDLIF/ ESI etc.

b) The tender committee at the time of finalization of tender, reserves the right to alter/ modify the period of contract mentioned in the tender notice.

c) During the agreement period, the licensor is at liberty to alter / modify/ add/ delete any of the conditions(s) of the agreement in the interest of the corporation.

48. The contractor shall change the workers, found incompetent by the supervisor / unit officer concerned and engage fresh workers with the prior approval of depot manager.

49. The contractor shall not be permitted to transfer/ sub-let the contract work to any sub-contractor.

50. The corporation reserves the right either to increase or decrease the number of persons to be deployed by the contractor from time to time.

51. 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 daily wage labor from the market and complete the work.

52. A monitoring committee will be appointed at the central level and at the unit level to review the maintenance work from time to time. The committee will inspect the bus station complex periodically and meet at least once in three months to make suggestions for implemented by the contractor. The committee at unit level comprising Regional Manager, Khammam, Divisional Manager and Depot Manager concerned and maintenance in charge of the contractor will inspect the complex periodically. The decision of the Regional Manager shall be final on any dispute arising at this level .

53. 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 bus station premises/ toilets, the corporation 'or' its authorized representative is authorized to levy penalty on each occasion as stipulated.

54. The licensor shall have the right to terminate the license If in its opinion the contractor is doing any business detrimental to the interest of the corporation.

55. The contractor shall not exhibit, 'or' permit any advertisement in case of misbehavior 'or' assault on passengers/ employees of TSRTC any act or comment, tarnishing the image of the corporation by the contractor or his / her representatives/ workers will lead to imposition of fine or termination of contract.

56. 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 other wise. The decision of the licensor shall be final.

57. On expiry of the period of the contract or on its termination, as the case may be the contractor shall deliver vacant possession of the premises intact to the licensor at 17-00 hours on the last day of the contract.

In the event of the contractor failing to deliver vacant possession to the licensor, the licensor shall have the right to take possession of the premises by putting his own lock and key to the said premises. The articles if any left by the contractor will be kept in public auction on the next day of taking over the premises by the licensor.

In the event of any damages caused to the premises or property of the licensor by the contractor or his representatives, agents / servants during the substance period of the contract, the contractor shall make good to the licensor such laws that may be determined by the licensor and the licensor shall have the right to recover the said amount from the security deposit of the contractor.

58. The licensor shall not take responsibility for any bunds / strikes by the state/ central government/ TSRTC employees etc. and the contractor shall have no right to claim any compensation or reimbursement of loss etc.,

59. Any matter not covered in the above terms and conditions will be mutually settled by the parties in the memorandum of understanding. The MOU will be made between the representatives of the contractor/ his authorized representatives and licensor.

60. Any dispute amongst the parties arising out of the MOU shall be referred to vice chairman and managing director of the corporation whose decision shall be final and binding to both the parties.

61. The Contractor shall confine himself to the contract area. Encroachments if any shall be removed without notice and licence is liable for termination. Any modifications / changes / alterations / repairs required shall not be undertaken by him without the prior permission of the RM/DVM/DM/Bus Station Incharge.

62. The Goods and Service Tax applicable, if any shall be borne only by the contractor at the rate as communicated by Govt. from time to time. (at present the Goods and service tax is applicable is @ 18% on rent). The tenderer has to enclose a copy of his/her GST registration.

63. All the above terms and conditions will form part of the agreement of the license and the contractor will be bound by the conditions in addition to any other conditions prescribed by the corporation from time to time.