

e -TENDER NOTIFICATION NO: C1/437(13)/2023-OPD(M&C) Dt:09.06.2024

TENDER ID - 516598

# TELANGANA STATE ROAD TRANSPORT CORPORATION

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**E-TENDER DOCUMENT FOR APPOINTMENT OF  
OUTLET WISE SERVICE PROVIDER FOR  
DISPENSING FUEL, OTHER ALLIED PRODUCTS  
SALES AND OTHER RELATED ACTIVITIES  
INCLUDING DAY TO DAY OPERATION AND  
MAINTENANCE OF FUEL OUTLET OF TGSRTC**

**O/o THE CHIEF TRAFFIC MANAGER (M&C) & BUSINESS HEAD,  
BUS BHAVAN,  
RTC X ROADS, MUSHEERABAD, HYDERABAD-500624**

**Website: <http://www.tgsrtc.telangana.gov.in>**

**CHECKLIST OF DOCUMENTS**

S.NO.	DOCUMENT NAME	WHETHER	
		HARD COPY ENCLOSED?	SOFT COPY UPLOADED?
1	DULY FILLED IN ALL PAPERS OF TENDER DOCUMENT WITH SIGNATURE ON ALL PAGES		
2	DD TOWARDS TENDER DOCUMENT FEE		
3	DD TOWARDS EMD		
4	TECHNICAL ELIGIBILITY:		
5	AUDITED BALANCE SHEET CERTIFIED BY C A/ AUDITOR'S CERTIFICATE FOR ANY TWO FIN.YEARS OF 2020-21, 2021-22, 2022-23 & 2023-24 ALONGWITH P&L STATEMENTS (AUDITED & CERTIFIED)		
6	INCOME TAX RETURNS FILED FOR ANY TWO ASSESMENT YEARS OF 2021-22, 2022-23, 2023-24 & 2024-25		

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## **DISCLAIMER**

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Telangana State Road Transport Corporation (TGSRTC) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for TGSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by TGSRTC in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TGSRTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TGSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in anyway in this Tender Stage.

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**e- TENDER DETAILS**

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE VC&amp;MD, OPD(M&amp;C) WING, BUS BHAVAN</b>
3.	Tender Number	<b>No. C1/437(13)/2023-OPD(M&amp;C) Dt:09.06.2024</b>
4.	Tender Subject	Appointment of outlet wise service providers for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of fuel outlet/s of TGSRTC.
5.	Period Of Contract	<b>FIVE</b> years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	<p>Bidders should submit the <b>EMD of Rs. 5 Lakhs</b> for each Outlet except Kangti, Chegunta and Regode. For Regode, Chegunta and Kangti outlets, bidders should submit EMD of Rs.2 lakhs for each outlet.</p> <p>*Note: The tenderer shall not make the payment through e-portal but shall submit a scanned copy of the EMD DD while submitting the tender document online. After online submission of tender, the tenderer shall physically submit the EMD by way of Demand Draft only payable to TGSRTC on the specified date as per tender document.</p>
9.	Tender document Processing Fee (DD)	<b>Rs 5900/-</b>
10.	Tender document Processing Fee Payable To	TELANGANA STATE ROAD TRANSPORT CORPORATION
11.	Online Bid submission starting date and time	<b>09.06.2024</b> at 10.30 AM
12.	Online Bid submission closing date and time	<b>24.06.2024</b> at 05.00 PM
13.	Hard copies submission date and time	<b>25.06.2024</b> from 11.00 am to 02.00pm
14.	Submission of separate DDs towards EMD	Scanned copy should be uploaded while bidding and hard copy should be submitted well before the stipulated time mentioned in the tender document
15.	Technical Bids Opening Date	<b>25.06.2024</b> at 03.00 PM
16.	Commercial Bids Opening Date and Time	<b>27.06.2024</b> at 12.00 PM
17.	Place Of Tender Opening	C T M (M&C) & BUSINESS HEAD, 2 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	Chief Traffic Manager (M&C) & BUSINESS HEAD, TGSRTC
19.	Contact Person	Chief Traffic Manager (M&C) & BUSINESS HEAD
20.	Address/E-mail id	C T M(M&C) & BUSINESS HEAD, 2 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad.

		<a href="mailto:ctmmnc@tgsrtc.telangana.gov.in">ctmmnc@tgsrtc.telangana.gov.in</a>
21.	Contact Details: Telephone, Fax	9100998224      Fax:040-27616078
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a> by following the procedure given below. The Bidders would be required to register on the e-procurement market place <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a> and submit their bids online. Offline bids will not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e-Procurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p><b>1. Registration with e-Procurement platform:</b> For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited, or <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a></p> <p><b>2. Digital Certificate Authentication:</b> The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p><b>3. Submission of Hard Copies:</b> After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Processing fee to the Tender Inviting Authority and other uploaded documents before opening of the bids. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority before opening of bids either personally or through courier or by post and submission of the same within the stipulated time shall be the responsibility of Bidders. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bids will be rejected and the EMD will be forfeited. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.</p> <p><b>4. Payment Of Transaction Fee:</b> It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to the service provider through "Payment</p>

		<p>Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A GST of 18% + Bank Charges on the transaction amount payable shall be applicable.</p> <p><b>5. Tender Document:</b> The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p><b>6. Bid Submission Acknowledgement:</b> The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS and M/s TSTS are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

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## **HOW TO APPLY**

- Click at [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) e-Procurement notification
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- Signed Tender form, terms & conditions, scanned DDs or other relevant documents should be uploaded in a "zip" format.

For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Technologies Limited over phone or in person or their helpdesk at:

**e-Procurement Help Desk**  
**Vupadhi Technologies Limited**  
**1<sup>ST</sup> Floor, Ramky Grandiose, Sy, No.136/2 & 4,**  
**Gachibowli**  
**Hyderabad-500032**  
**Telangana State, India**  
**Ph: +91-40-39999700/ 701/ 704**  
**7337445545, 6309339690**  
**E-Mail: [contact@vupadhi.com](mailto:contact@vupadhi.com)**

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**Details of e- Tender Notification No. C1/437(13)/2023-OPD(M&C) Dt:  
09.06.2024**

1. The tender is for appointment of outlet wise service providers for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of 11 fuel outlets of TGSRTC for a period of **Five years** mentioned at Annexure-I.
2. Before submission of the tender through online, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
3. No of Outlets and Outlet wise details with regard to projected volumes are mentioned at Annexure-I
4. Tender documents can also be down loaded from the web site **[www.tgsrtc.telangana.gov.in](http://www.tgsrtc.telangana.gov.in)**
5. Tender document processing fee @ **Rs 5900/- each (single processing fee is enough for all Outlets)** shall be paid in the form of Demand Draft obtained in favor of **TELANGANA STATE ROAD TRANSPORT CORPORATION** and the same shall be scanned and uploaded at the time of bid submission through online. The original shall be enclosed (submitted), at the time of submission of hard copies.
6. Earnest Money Deposit @ **Rs. 5 Lakhs each (separately for each of the Outlet)** shall be paid in the form of DD obtained in favour of **TELANGANA STATE ROAD TRANSPORT CORPORATION** and the same shall be scanned and uploaded at the time of bid submission through online. The original shall be enclosed (submitted), at the time of submission of hard copies.
7. In the event of the date, specified for receipt and opening of tender, being declared as a holiday for TGSRTC's office, the due date for submission of hardcopies of the documents, original DD for EMD & tender processing fee and opening of tenders will be the following working day.
8. TGSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

**CHIEF TRAFFIC MANAGER (M&C)&  
BUSINESS HEAD**

SIGNATURE OF THE TENDERER

## TERMS AND CONDITIONS OF THE e-TENDER

### General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Marketing & Commercial Department/TGSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to 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 a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. **The Tender must be submitted in the prescribed Tender Form along with requisite EMD and Tender document processing fee. Single tender document is enough for one / more than one / all the Outlets. However, the tenderer has to pay EMD amount for the stipulated amount separately for each of the outlet.**
4. The tender form must be signed by the Tenderer only (either individual or representing a firm).
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders - for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. Incomplete Tenders, Tenders not accompanied by Demand Draft for requisite EMD and DD for Tender document processing fee will be rejected. Cheques in lieu of Demand Drafts will not be accepted.
7. **Any person/agency/organization, who/which was an Agent to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agent who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender.**

### **Earnest Money Deposit & Tender Document Processing Fee**

8. Tender Form shall be accompanied by a Demand Draft obtained from any Nationalized Bank / Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organization/SSIs etc. The Demand Draft should be obtained in favour of **TELANGANA STATE ROAD TRANSPORT CORPORATION**, MUSHIRABAD, HYDERABAD. EMD in any other form other than Demand Draft will not be accepted.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers /disqualified tenderers / cancelled tenders will be refunded only after finalization of Tenders.
10. 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.

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11. The tenderer shall also submit DD for the stipulated amount towards tender document processing fee, for each outlet separately.

12. The EMD of the tenderer will be forfeited under the following circumstances.

- (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.
- (f) When the tender form is submitted by 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.
- (g) When the Tender form is submitted by the person as stated vide clause 7 above.
- (h) When the tender is rejected as per Clauses 6 and 7 as stated above
- (i) When the successful tenderer fails to pay the Security Deposit within 30 days and / or fails to furnish Bank Guarantee within 30 days from the date of issue of allotment letter for the contract.
- (j) When the successful tenderer backs out from taking up of the contract, within the stipulated period, for whatsoever reason.
- (k) 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 contract.
- (l) Non enclosure of requisite documents

### **Eligibility Criteria**

13. Only those tenderers who possess the following eligibility criteria shall apply. Tenderers shall submit documentary proof of eligibility criteria. Tenders which are not meeting the eligibility criteria will be summarily rejected.

The eligible tenderer can be an Individual/ Partnership firm/ Company/Corporation and shall fulfill the following criteria

- a) **Average Annual Turnover:** The intending bidder except Regode, Chegunta and Kangti must have average annual turnover in any of two Financial years 2020-21, 2021-22, 2022-23 & 2023-24 of more than Rs. 1 Cr. From business. For the outlets at Regode, Chegunta and Kangti Bus stations, the average annual turnover in any of two Financial years 2020-21, 2021-22, 2022-23 & 2023-24 of more than Rs. 50 Lakhs from business.

Proof of which shall be submitted by way of Audited Balance Sheet certified by authorized Chartered Accountant or Auditor's Certificate along with Profit & Loss Statements.

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- b) **Income tax:** The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns filed for any of the two **Assessment years** FYs 2021-22, 2022-23, 2023-24 & 2024-25.

**Submission of Tender:**

14. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility/qualification criteria and terms and conditions, so that no ambiguity arises at a later date in this respect.
15. If the tenderer finds discrepancies in tender document 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.
16. 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 name. Also proof of authorization shall be enclosed.
17. If the tender is submitted on behalf of a firm, all documental evidences to be submitted in technical bid such as annual turnover, experience in the relevant field etc, shall be furnished only in the name of the firm with which the tender is submitted.
18. The tender shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted on the **due date and time**. Offers received after due date and time, shall not be accepted.
19. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
20. Tenderer shall submit the tender **online**. The Tenderer shall submit their eligibility, qualification details, Technical bid, Financial (Commercial) bid etc., in the online standard formats displayed in e-Procurement web site. The Tenderer shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e Procurement web site. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.
21. After online submission of bid, the Hard copy of the documents must be submitted to C T M(M&C) & BH, TGSRTC, Mushirabad, Hyderabad -500 624, between **11.00 AM to 2.00 PM on 25.06.2024** or any Amendments issued thereon. The Tenderer shall submit
  - a) Original Demand draft for **Rs.5900/-** towards tender document processing fee **(single processing fee is enough for all Outlets)**.
  - b) Original DD for **Rs. 5 lakh towards the EMD (separately for each Outlet if participated for more than one Outlet)**
  - c) Technical Bid cum Application form duly filled and signed as at **Annexure II**.
  - d) All supporting documents for eligibility **(i.e. Annual average turnover, Income tax proof)** as prescribed in the tender document.
  - e) All the papers of tender document with Terms and Conditions duly signed by the Tenderer on each page as a token of acceptance of all the Terms and Conditions.

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- f) Self Attested copies of Tenderer's partnership deed / proprietorship deed / Registration Documents, as applicable.
- g) Self Attested copy of PAN, TAN card, GST Registration of the Tenderer.
- h) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
- i) Any other document required as per the tender conditions

## 22. TENDERER'S RESPONSIBILITY:

The following due diligence/deliberation is the sole responsibility of the Tenderer:

- i. The Tenderer may assess the expenses/potential of the outlets. Tenderer shall carry out his/her own study/assessment of the volumes and accordingly quote the service charges. No claims of whatsoever are permissible on account of volume realisation.
- ii. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of e-Tender Document will be at the Tenderer own risk.
- iii. It would be deemed that prior to the submission of Tender, the Tenderer has:
  - a. Made a complete and careful examination of requirements, and other information set forth in this e-Tender Document
  - b. Made a complete and careful examination of the various aspects of the agreement of this e-Tender Document.
- iv. Corporation shall not be liable for any mistake or error or neglect by the Tenderer in respect of the above.

23. The Commercial Bid must be unconditional. Conditional offers will be summarily rejected. The Commercial Bid shall be quoted by the Tenderer entirely in Indian Rupees.

### **Opening and Evaluation of Technical Bid:**

24. The Tenders will be evaluated online in the Corporate Office, TGSRTC, Mushirabad, Hyderabad, at 3.00 P.M., on **25.06.2024** for technical evaluation and Price bids (Commercial bids) will be evaluated online on **27.06.2024**, at 12.00 PM.

25. The following procedure will be adopted for evaluating of the tenders.

- i. **Technical Bid** will be evaluated to verify its contents and the supporting documents to ascertain the eligibility of the tenderers. The Technical bids will be scrutinized on the basis of basic eligibility criteria.

If the documents are incomplete or not in the prescribed formats or substantially insufficient to evaluate the eligibility criteria for short listing the Tenderer on the basis of the information contained in it may render the tender invalid and the tenderer will be disqualified for commercial bids.

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- ii. **Commercial Bid** will be evaluated of only those Tenderers, who have fulfilled the requirements stipulated for the Technical Bid.

**Note:** Even though the tenderers meet the above eligibility criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. Which are found to be false even at a later date.

### **Evaluation of Commercial Bid.**

26. **Criteria for Selection:** The tenderer who quotes **the lowest service charges expected** to be paid by the Corporation on the current margin per liter in HSD, MS and MS Power will be awarded the contract. If more than one qualified Service Provider quotes equal amounts, the tender committee will take a revised bid in sealed covers on the same day and based on the lowest quote make recommendations for the allotment to the competent authority.

### **Tender Evaluation Committee**

27. The Tender Evaluation Committee constituted by the TGSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
28. Any approach from the tenderers representative or his/her 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:**

29. At any time prior to the deadline for submission of proposals, TGSRTC 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.

Any Addendum thus issued shall become a part of the Tender Document and will be posted on the website [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) or [www.tgsrtc.telangana.gov.in](http://www.tgsrtc.telangana.gov.in)

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.

SIGNATURE OF THE TENDERER

**Allotment of contract**

30. As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement within 30 days from the date of issue of letter of allotment of the Contract duly paying Security Deposit and furnishing Bank Guarantee for the stipulated amounts.

**Termination of tender process**

31. TGSRTC may terminate the tender process at any time and without assigning any reason. TGSRTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

**CHIEF TRAFFIC MANAGER (M&C)&  
BUSINESS HEAD**

SIGNATURE OF THE TENDERER

## GENERAL AGREEMENT CONDITIONS OF THE CONTRACT

### 1. Nature of Contract

To provide services for dispensing **FUEL, OTHER ALLIED PRODUCTS SALES** and other related activities including day to day operation and maintenance of Outlet of TGSRTC (at specified locations in Annexure-I).

### 2. Period of Contract

The period of contract is 5 (Five) Years extendable by 2 years with a lock in period of 1(one) year.

### 3. Evaluation of contract:

- a. The tenderer shall quote the service charges expected to be paid by the Corporation per liter of HSD, MS and MSP (separately) indented and for operation and maintenance of Fuel Outlet keeping in view the current margin that is given by Oil Companies.

The Proforma of the Financial Bid (commercial template) is given at Annexure-III. The tenderer shall upload the scanned copy of the Financial Bid (commercial template) as mentioned at Annexure-III through e-procurement website. No other format/proforma shall be accepted (Hard copy of the financial bid shall not be submitted in the office while submitting other hard copies as specified).

- b. The tenderer shall assess the expenses/potential of the outlets. The volumes mentioned against each outlet(Annexure-I) are estimated quantities and the actual volumes can vary. Tenderer shall carry out his/her own study/assessment of the volumes and accordingly quote the service charges. No claims of whatsoever are permissible on account of volume realization.
- c. The illustration for evaluation of successful bidder is given hereunder: (L – Least Quote)

<b>ILLUSTRATION -I</b>										
Tenderer	Projected Volumes				Quoted Amount (in Rs.)					REMARKS
	MS	HSD	MSP	TOTAL	MS	HSD	MSP	TOTAL	Weigheted Avg.	
A	45	80	25	150	1.9	0.55	1.1	3.55	1.05	L2
B	45	80	25	150	1.2	1.1	1.1	3.4	1.13	L3
<b>C</b>	<b>45</b>	<b>80</b>	<b>25</b>	<b>150</b>	<b>1.5</b>	<b>0.6</b>	<b>1.00</b>	<b>3.1</b>	<b>0.94</b>	<b>L1</b>

**Signature of the tenderer.**



<b>ILLUSTRATION -II</b>										
Tenderer	Projected Volumes				Quoted Amount (in Rs.)					REMARKS
	MS	HSD	MSP	TOTAL	MS	HSD	MSP	TOTAL	Weigheted Avg.	
A	80	45	25	150	1.9	0.55	1.1	3.55	1.36	L3
<b>B</b>	<b>80</b>	<b>45</b>	<b>25</b>	150	<b>1.2</b>	<b>1.1</b>	<b>1.1</b>	<b>3.4</b>	1.15	<b>L1</b>
C	80	45	25	150	1.5	0.9	1.00	3.1	1.24	L2

- d. **Total least Quote on weighted average will be L1** and L1 will be asked to match the least quote for all products.
- e. In Illustration-I, tenderer C is L1. Negotiations to be done with Tenderer C to match the rate of MS with that of B and to match the rate of HSD with that of A.
- f. In Illustration-II, Tenderer B is L1. Negotiations to be done with Tenderer B to match the rate of HSD with that of A and to match the rate of MSP with that of C.
- g. The agreed service charges will remain unchanged for total tenure of the agreement.

#### **4. Providing Services / Support**

- a. (i) To effect physical delivery of the Petroleum products for sale dispensed through the said Retail Outlet at the rates fixed by the Oil Companies from time to time.  
(ii) To procure all the office equipment/ Registers/ Quality control equipment etc., required for operation of Fuel Outlets.
- b. The Service Provider shall be responsible for payment and procurement of fuel for operation of the fuel outlet.
- c. The Service Provider shall operate and maintain the Fuel Outlets duly engaging the required Manpower. The Service Provider shall provide adequate manpower to cover all activities (should not provide less manpower).
- d. The Service Provider shall be responsible for payment to staff engaged by them for carrying out the operation and maintenance of the outlet. The Service Provider would 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 service Provider.

**Signature of the tenderer.**

- e. The Successful tenderer shall commence the operation of fuel outlets within **30** days of allotment of each outlet by TGSRTC. Beyond 30 days a penalty of Rs.10000/- (Ten thousand) per day will be levied for a period of 7 days and after that the Allotment order will be cancelled. In case the successful tenderer fails to commission the outlet/s, the EMD will be forfeited and CORPORATION reserves the right to get the work done through alternate sources.
- f. Corporation shall have the right to operate or not to operate any fuel outlet depending upon its exigencies. The Service provider shall not have any right or objection in this regard. The Service provider shall not claim any charges for loss of his/her business on the account of such non operation.
- g. The Service Provider shall be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed manpower at Corporation premises. All equipment shall be used only for the purpose of carrying out legitimate business of Corporation and will not be put into any other use. For any established damage, the extent of damage as decided by CORPORATION will be final and binding on the Service Provider and it will be adjusted, from its receivables like Security deposit and Bank Guarantee.
- h. Staff deployed by the Service Provider shall be courteous, polite and cooperative. The Service Provider shall verify the character antecedents before deploying any person at the Fuel Outlets. The service provider and his/her staff shall follow all Service standards as prescribed by the Oil Company and the Corporation.
- i. The Service Provider shall ensure observance of all the Quality and Quantity Control norms as per Marketing Discipline Guidelines, issued by Ministry Of Petroleum, (Annexure IV) from time to time and any subsequent guidelines. The Service Provider shall not contravene State Petroleum Products (Licensing and Regulations of Supplies ) Order,1980 or any other order relating to Petroleum Products issued , under the Essential Commodities Act,1955 (central Act 10 of 1955). The Service Provider shall abide by the provisions of the Petroleum Act, 1934 and the Explosives Act, 1884 and any statutory re-enactment or modification thereof for the time being in force and the rules and regulations framed there under as also any other laws, rules or regulations either of the Central/State Government. The Service Provider shall also abide by the instructions issued by the Oil Company from time to time.

**Signature of the tenderer.**

- j. The Service Provider shall ensure that all the employees engaged at Retail Outlets are paid their monthly salary as per minimum wages of Central Sphere (applicable for road construction workers) or minimum wages applicable for the State, whichever is higher, through e-payment (RTGS/NEFT etc.) only.**
- k. If any employee engaged at the Retail Outlet (allotted) does not have Bank account, the same may please be opened invariably.**
- l. The Service Provider shall submit the following information regarding payment towards salary made to all the FSMs/employees engaged at Retail outlet, so that the same are readily available for verification by the officials of the Corporation:**

									<b>MONTH:</b>
SL.NO.	NAME OF THE EMPLOYEE	AMOUNT OF SALARY PAID	NAME OF THE BANK	ACCOUNT NO.	DATE ON WHICH SALARY PAID	AADHAR No.	Mobile No.	PHOTO SELF ATTESTED BY SERVICE PROVIDER AT FRONT SIDE AND EMPLOYEE AT BACK SIDE	SIGN. OF THE EMPLOYEE

The above documents to be submitted by the Service Provider to TGSRTC and update the same from time to time.

- m. The Service Provider shall be responsible for proper upkeep, cleanliness and house-keeping of the outlet.**
- n. The Service Provider shall ensure Projected sales (as per the Annexure I) within three months of operation of fuel outlet.**

The Corporation shall pay the following volume based incentive on achieving the percentage of projected volumes product wise.

**Signature of the tenderer.**

SL No.	Projected Volume Per Month	Incentive Rate	Incentive Payable on
1	Upto 70%		NIL
2	Beyond 70% and ≤100%	Rs 80/- per KL	Rs 80/- per KL on volume above 70%
3	Beyond 100% and ≤125%	Rs 90/- per KL	Rs90/- per KL on volume above 70%
4	Beyond 125%	Rs 100/- per KL	Rs 100/- per KL on volume above 70%

Incentive payable has to be calculated on the quantity arrived at over the above quantity to the achieved quantity. Ex. Projected volumes is 100 KL. Achieved is 80% of projected volumes i.e., 80KL. The incentive eligible quantity is  $80 - 70 = 10\text{KL}$ .

- o. The Service Provider shall operate the outlet only in the name of the Corporation and shall not operate the same under his/her name and style or under any other name. Service Provider should not claim ownership on the product or other equipment
- p. The Service Provider shall be granted permission to enter upon the site only for conducting the business at the retail outlet in the name of the Corporation and for no other purpose.
- q. The premises of the retail outlet shall be in the possession of the Corporation and one or more representative of the Corporation shall always have the right to be in the premises of the outlet.
- r. The Service Provider is solely responsible for the safety of the persons engaged by him/her for operation and maintenance of Fuel Outlets.
- s. Electricity, Water, maintenance of all tools, High resolution CC Cameras having storage capacity of 6 months and equipment and other expenses for running the retail outlet shall be borne by Service Provider.
- t. The Service Provider shall follow the instructions issued from time to time by the Oil Marketing Company in connection with safe practices and Decanting procedure of the Petroleum Products. If any shortages arise before or after decanting, the same shall be written on the Invoice and the Service provider shall follow up with the Oil company for reimbursement of the same. All necessary safety precautions like proper earthing etc, decantation of respective product from the tank truck to the respective product underground tank etc should be taken while decanting / delivering the petroleum products and any loss arising out of such operations should be borne by the Service Provider. The record of the density on a daily basis should be promptly maintained in the prescribed mandatory records.

**Signature of the tenderer.**

- u. To maintain proper & correct accounts of the transactions carried out at the outlet each day as specified in the Marketing Discipline Guidelines issued by Ministry Of Petroleum,(Annexure IV)
- v. To coordinate with the Weights & Measures department for initial stamping and thereafter yearly/periodical stamping of dispensing units. One designated employee of the Corporation shall oversee the stamping activity. The actual expenses will be reimbursed by the Corporation, on production of the original bills.
- w. To arrange for effective operation of air/water and other customer oriented facilities (24 x 7).
- x. To check the dispensing pumps to ensure delivery of correct quantity of MS, MSP & HSD on daily basis before start of sales and, in addition, if a complaint is received at any time of the day. In case of variation in delivery of product, the sales from such pumps should be stopped immediately and inform the Corporation and the concerned oil company in writing. Totaliser seals and Weights & Measures seals should be inspected everyday and in case damage is observed, sales should be stopped immediately from such dispensing pumps and status to be conveyed to the Corporation and the concerned oil company in writing.
- y. The Service Provider is responsible for handling the lubricants and allied products at the outlet. Wherever required the operator shall deploy additional manpower for sale of Lubricants. TGSRTC will decide the quantum of margin on sale of these lubricants, from time to time. At any point of time, the service provider shall only sell products pertaining to the Oil company which the outlet belongs to and not of any other Oil Company.
- z. Quality control equipment i.e., Hydrometer, Thermometer and Measuring Jar as well as quantity measuring equipment like 5 liter measure jar should always be maintained in good condition duly calibrated and stamped by Weights & Measures.
- aa. To provide adequate security for the said Retail Outlet and ensure that there is no unauthorized occupancy or encroachment of outlet premises. The Service Provider is solely responsible for the safety of the Retail outlet premises in all respects especially while handling receipt and dispensing of petroleum product (as per norms) and protect the interests of the Corporation and the motoring public. Any loss arising out of such operations shall be borne by the Service Provider
- bb. To maintain the quality of MS (Petrol), HSD (Diesel) and MSP (High Speed Petrol) as specified by the concerned Oil Companies.

**Signature of the tenderer.**

## 5. Procedure for placing indent to the oil company

- i) For further requirement of oil, indent for the fuel for the outlet shall be placed by the Service Provider on behalf of the Corporation and send a copy of the same to the designated employee of the Corporation. Further, the Service Provider shall deposit the advance amount through RTGS / DD as the case may be for the full value of the invoice to the **designated account of the Corporation**, which is at RSP for MS, HSD and MSP along with the indent placed through mail on the same day. Corporation inturn will make payment to the Oil Company for the required indents.
- ii) The Concerned Supervisor of the Corporation will transfer the amount to the Oil Company for the supply of the Petroleum Products. The certified invoice for the stock received along with the underground oil stock shall be mailed to the concerned supervisor on day-to-day basis.
- iii) Any delay in transfer of Amount to the Corporation Account is the responsibility of the Service Provider. Any penalties or additional charges imposed by Oil Company for delay of payment shall be borne by the Service Provider.
- iv) **The Service Provider shall ensure that the outlet should not go dry for want of placement of indent. There has to be smooth operation of the Fuel Outlet.**
- v) In order to ensure smooth flow of data and handling of various activities, a software package may be developed by Corporation to enable centralized handling. The service provider need to familiarize with the same and ensure that all required data sharing happens online as per the requirements of the Corporation.
- vi) The Service Provider shall operate POS machines and QR Code at the outlets for the cashless transactions.

## 6. Payment of Security Deposit, Bank Guarantee and entering into Agreement:

- a. **Security Deposit:** The EMD of the successful tenderer will be adjusted towards Security Deposit payable to the Corporation.
- b. **Bank Guarantee:** The Service Provider shall have to offer Bank Guarantee as per the value notified in the tender, within 30 days from the date of issue of letter of allotment with a validity for Sixty One months of the contract period. On successful completion of 5 years if the contract is extended a fresh Bank Guarantee shall be submitted within a month with 25 months validity failing which the extension will be cancelled.

**Signature of the tenderer.**

- c. Release of Bank guarantee: The Corporation will return the Bank Guarantee after one month of successful completion of license period and settlement of dues, if any.
- d. The Corporation shall have the right to invoke the Bank Guarantee at any time and to adjust the realized amount towards the due amounts payable to the Corporation, if the Service Provider defaults for breach of any terms and conditions of the agreement.
- e. The Service Provider shall execute an Agreement as stipulated by the Corporation on Bond Paper of Rs.100/- within 30 days from the date of issue of letter of allotment. He shall abide by, observe and fulfil all the obligations as imposed under the Agreement.
- f. In case the successful Service Provider fails to furnish Bank Guarantee within 30 days, from the date of issue of letter of allotment and/or fails to enter into an agreement with the Corporation within 30 days from the date of issue of letter of initial allotment, Corporation shall have the right to forfeit the EMD and/or Bank Guarantee amount in favour of the Corporation and cancelled the allotment.

#### **7. Minimum Period of Doing Business**

The minimum period of doing business by the Service Provider shall be **One year** from the date of commencement of agreement period. If the Service Provider fails to do the business for a minimum period of one year, the Security Deposit is liable to be forfeited and the Bank Guarantee will be invoked and the realized amount will be forfeited.

#### **8. Payment terms:**

- a. The Corporation shall pay the Service charges per liter to the Tenderer (as finalised) on the volumes indented.
- b. The Service Provider shall submit the service charges bill in triplicate separately along with incentive claims if any, in respect of a particular month by 5th of the next month. The payment will be released by 10th of the month subject to Pre Audit on production of documentary evidence i.e., Invoice no/Quantity /Date/Amount.
- c. All payments to Service Provider will be made subject to deduction of Income Tax (Tax deduction at Source) as per the Income- Tax Act, 1961, and other taxes if any as per Government of India Acts and rules.

#### **9. General Conditions:**

- a. The selected Service Provider shall not outsource the work to any other associate/ franchisee / third party under any circumstances. If it so happens then CORPORATION will impose sanctions which will include: invocation of Bank Guarantees and even termination of the Contract for default.

**Signature of the tenderer.**

- b. The personnel appointed by the Service Provider should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any 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 Service Provider.
- c. The Service Provider shall not engage Child labour.
- d. The Service Provider has to provide Photo Identity Cards and Uniform to the persons employed by him/her for carrying out the work.
- e. The persons engaged by the Service Provider shall be the employee of the Service Provider and it shall be the duty of the Service Provider to pay their salary every month and to provide weekly offs. The Service Provider will be wholly and exclusively responsible for payment of wages to the persons engaged by them in compliance of all the statutory obligations under all related legislations as applicable to them from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and Corporation shall not incur any liability for any expenditure whatsoever on the persons employed by the Service Provider on account of any obligation. The Service Provider shall comply with all statutory provisions.
- f. The Service Provider shall comply with all the rules and regulations under Weights and Measures Act, shall cooperate with the authorities to provide samples and also be liable to any action in case of short comings in the provisions of the act noticed by the appropriate authorities.
- g. The Service Provider shall ensure compliance of all fire safety measures and comply with all the safety provisions. He/she shall ensure training of personnel in fire safety measures. He shall keep the Fire Extinguisher equipment always in working condition.
- h. The Service Provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from Corporation shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Corporation in fulfillment of the contract from time to time.
- i. 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 Service Provider.

**Signature of the tenderer.**



- j. That the Service Provider on their part and through their own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by them. If the Corporation suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider 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 Service Provider, the liability that will arise out of the accident shall be borne by the Service Provider. The responsibility will remain with Service Provider and Corporation will no way be responsible for it or any other clause mentioned above.
- k. The Service Provider shall comply at all times with all statutory and other requirements for ensuring the health, safety and welfare of the persons deployed.
- l. The Service Provider shall pay all local and other taxes, rates and other levies in respect of Service Provider, to the Govt. or any local authority.
- m. The Service Provider shall indemnify and keep the corporation indemnified against any loss, damages, fines, premium, levies, costs, charges and expenses that the Corporation may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority or breach of any term or covenant of the contract.
- n. That if any amount is found payable by the Service Provider towards, wages, allowances and statutory dues in respect of personnel or any loss to the Corporation property, the same shall be adjusted from the Security Deposit, from the amount payable towards service charges by the Corporation and invocation of Bank Guarantee of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- o. The Service Provider shall take care of the outfit and of the building and structures on the premises. The Service Provider shall be responsible for all loss or damage to the outfit, containers and premises. All disputes as to liability hereunder shall be decided by the Corporation and the Service Provider shall pay to the corporation within a week of receipt of a notice in writing requiring him to do so the amount determined as being due on account of any such loss or damage.

**Signature of the tenderer.**

- p. The Service Provider is the sole custodian of all the equipment in the Outlet including the Fuel delivery Units and he shall be solely responsible for any tampering of the equipment by any one.
- q. No repairs to the outfit shall be done by the Service Provider unless previously authorized by the corporation in writing. The Service Provider shall not interfere with or attempt to adjust the outfit or any part thereof but shall notify the corporation immediately of necessity of any repairs of adjustment and thereby ensure that the outfit is in proper working order and delivering full and proper measure at all times, Service Provider shall not operate the outfit while it is out of order.
- r. All repairs to the outfit, other than those, which are rendered necessary or caused by the negligence or fault of the Service Provider, shall be done by the corporation at its own cost. Repairs which are rendered necessary or caused by the negligence or fault of the Service Provider will also be done by the corporation and the cost thereof shall be repaid by the Service Provider to the corporation on demand. Failing which corporation may treat such amount as being an arrear or a bill preferred by the corporation in terms of the agreement provided always that the corporation may call upon the Service Provider in writing to carry out any repairs and in such event the Service Provider shall be bound to carry out such repairs as directed by the corporation and the corporation shall reimburse to the Service Provider the cost thereof except when such repairs are necessitated by the negligence or fault of the Service Provider in which case they shall be carried out at the cost of the Service Provider.
- s. The Service Provider shall at all times keep and maintain clean intact of the said premises and outfit, all trademarks and other signs and marks of identification of the Corporation placed thereon by the corporation or forming part thereof.
- t. The Service Provider shall not add to or alter the premises layout or outfit in any manner whatsoever or place in or attach to any part of the said premises or the outfit any signboards pictures, handbills advertisements or things of a similar nature, except with the prior written approval of the corporation.
- u. The Service Provider shall display or exhibit at or near the premises, such signs and other publicity materials as the corporation may provide and/or required to be displayed or exhibited. All displays / exhibits shall be with the permission of the corporation only.

**Signature of the tenderer.**

- v. The Service Provider shall be responsible for all loss, contamination, leakages, excess delivery/short delivery, damage or shortage or to the products whether partial or entire, and no claim will be entertained by the corporation therefore under any circumstances. The Service Provider shall take every possible precaution against contamination the Petroleum products by water, dirt or other things injurious to their quality and shall not in any way directly or indirectly alter the specifications of the said products as delivered. The Corporation shall have the right to exercise at its discretion at any time and from time to time quality control measures for products with the Service Provider, as to whether any product has been contaminated. The officials of the Corporation, have right to remove the contaminated product and to destroy or otherwise deal with the same without making any payment to the Service Provider and without prejudice to the corporation's right to terminate this agreement forthwith.
- w. The Service Provider shall not purchase from any person, firm or company other than the Specified Oil Company any petroleum or allied products used, stocked or sold at the said premises. The Service Provider shall not during the currency of this agreement sell or be in any way be concerned in selling the petroleum products of any other oil company other than specified through the outfit or at the premises.
- x. The Service Provider shall not sell the products at higher rates or prices than those, which the Corporation/ Oil Company or the competent central/state Government shall from time to time prescribed. In default, the corporation, may without prejudice to any other right or remedy, terminate this agreement with immediate effect.
- y. The Service Provider shall ensure working condition of the inflation point and operate 24 x 7.
- z. The Corporation is not responsible for the Non-functioning of fuel outlets in view of non-supply of power or non-functioning of dispensing pumps.
- aa. The Corporation will be entitled at all times to enter into and inspect the retail outlet in all respects and the Service Provider shall be bound to render all assistance and give all information to the corporation and its duly authorized representatives in that behalf.
- bb. The Service Provider shall keep and maintain such records of sales etc as may be prescribed by the corporation/Oil Company and submit the same for inspection on demand by officials of the corporation/government.

**Signature of the tenderer.**

- cc. The Service Provider shall not carry on from the said premises any business other than that of the sale of the products supplied by the corporation and except and only to the extent if any, to which the Service Provider may be permitted in writing by the Corporation at its sole discretion to carry on such other business at or from the said premises.
- dd. The Corporation will obtain in its name a storage licence from the controller of explosives for the storage of petroleum products at the said premises and the Service Provider shall faithfully observe and perform all terms and conditions of such licence(s).
- ee. The Service Provider shall at his/her own cost maintain an adequate and competent staff to attend to the work of the filling the products into the customers' vehicles and for providing certain free service Air filling etc., to the consumers in accordance with the general instructions given or laid down by the corporation from time to time.
- ff. The Service Provider shall not at any time whether during the period of this agreement or after its termination divulge or make known any confidential information concerning the accounts secret processes or any other particulars in any relating to the business of the corporation
- gg. Insurance during the Operations Period: The Service Provider shall ensure the Fire insurance of the Petroleum Products stored in the outlet, outlet and persons.

## **10. Termination for default**

1. The contract is liable to be terminated by the Corporation with 15 days notice for any of the following defaults committed by the service provider.
  - a. If the Service Provider fails to deliver any or all of the services at the outlet within the time period specified in the allotment order.
  - b. If the Service Provider fails to perform any other obligation(s) under the contract.
  - c. If the service Provider fails to commence the fuel outlet on allotment.
  - d. Commits any breach of terms and conditions of the contract.
  - e. If the Service Provider performs any unauthorized business.
  - f. If the Service Provider is found doing or resorting to any unethical activities or indulging in illegal activities
  - g. If the Service Provider does not adhere to the instructions issued from time to time by the corporation in connection with safe practices to be followed by them in the supply / storage of the corporation's products or otherwise.

**Signature of the tenderer.**

2. The contract is liable to be terminated without any notice if the Service Provider resorts to the following critical irregularities.
  - i. Adulteration of MS/HSD/MSP at any outlet/s.
  - ii. Seals of the metering unit found tampered in the dispensing pumps at any outlet/s.
  - iii. Totalizer seal of dispensing unit tampered or deliberately making the totalizer non functional or not reporting to the company if totalizer is not working.
  - iv. Additional/Unauthorized fittings and gears inside the dispensing units/tampering with dispensing units.
  - v. Unauthorized storage facilities
  - vi. Unauthorized purchase / sales of products.
3. After the termination of the contract, the Corporation shall have the right to forfeit the Security Deposit and invoke Bank Guarantee in respect of that outlet, and to adjust the amount towards due amounts payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of the amount
4. Officials of the Corporation/concerned OIL Company will carry monthly surprise checks at the fuel outlets to crosscheck the deliveries and adulteration.

**11. PENALTIES FOR CHARGING EXCESSIVE RATES:**

- a. If the Service Provider is found charging excessive rates than prescribed, Corporation can levy penalties up to a maximum amount of Rs.10,000/- on each occasion.
- b. In case if the Outlet goes dry due to the fault of the Service Provider like failure of place indent in advance or failure to transfer the amount equivalent to the indented volumes as per RSP to the TGSRTC
- c. Complaints on quality of service, if the above instances are repeated and found correct, the corporation is at liberty to levy penalties, up to a maximum of Rs.10,000/- on one or two occasions.

**Signature of the tenderer.**

- d. Even after imposition of fines, if complaints are still received and found correct for more than three (3) times in a calendar year, the license will be terminated by giving One month advance notice, duly forfeiting the Security Deposit and invoking the Bank Guarantee and forfeiting the amount realized. In addition to the above penalties, the Service Provider is liable to pay penalties as per the Marketing Discipline Guidelines, for the irregularities observed.

## **12. Termination of Contract:**

The contract can be terminated by either party by giving three months notice in advance. If the Service Provider fails to give three months notice in writing for termination of the Agreement then, any amount due to the Service Provider from the Corporation shall be forfeited. However, the Service Provider is permitted to exercise this option only on completion of minimum stipulated period of one year.

Corporation reserves the right to terminate the contract any time during the contract period, by giving 3 months advance notice to the Service Provider within one year if there is breach of terms and conditions. The contract will come to an end at the expiry of notice period or contract period automatically. Corporation shall not be liable to pay any damages that the Service Provider may suffer on account of such termination.

That on the expiry of the agreement as mentioned above, the Service Provider shall withdraw all their personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.

## **13. Conclusion of Agreement Period**

- a. On the expiry of the period of the Contract or on revocation of the license under the terms and conditions thereof the Service Provider shall handover the possession of the premises, along with the furniture and fixtures intact to the Corporation.
- b. In the event of the Service Provider failing to deliver possession to the Corporation, the Corporation shall have right to take possession of the premises.
- c. Failure to deliver possession by the Service Provider to the Corporation, shall entitle the Corporation to forfeit the BG Amount.
- d. On the expiry of the period of the contract, the Service Provider shall not enter any portion of the area for carrying out any activities.

**Signature of the tenderer.**

- e. The Service Provider while handing over back the premises, it is expected to hand over the same in a good condition. If for any reason, there are damages to the premises, or property to the Corporation, the cost of damages assessed by the Corporation shall be paid by the Service Provider failing which the Corporation shall have right to recover the said amount by invoking the Bank Guarantee.

#### **14. Indemnity**

- i. The Service Provider shall indemnify CORPORATION of all legal obligations of their outsourced personnel deployed for the Fuel outlets.
- ii. CORPORATION will not take any liability on account of death or injury sustained by the Service Provider/their staff during the performance of the Contract.

#### **15. Applicable law**

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 commercial dealings /processing.

- 16.** The VC & MD 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 Service Provider has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the Corporation at their cost.

The VC & MD of the Corporation, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The Service Provider 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 VC & MD of the Corporation, shall be final and binding on both the parties.

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

**Signature of the tenderer.**

## 17. Disclaimer

- a. The volumes shown are only projections and that the Tender has to make his/her own assessment about the potential of the outlet. No claims of whatsoever will be entertained on non materialization of volumes.
- b. Without prejudice to any express provision contained in the Agreement, the Service Provider acknowledges that prior to the execution of the Agreement, the Service Provider has after a complete and careful examination made an independent evaluation of the potential of the business and all the information provided by Corporation, and has determined to the Tenderer's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations.
- c. 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 above condition will summarily rejected.**

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**Signature of the tenderer.**



## Annexure -I

S.No.	Region	Depot	Name of the Location	Name of the Company	Projected Volumes (in KL)				EMD	Bank Guarantee	Status
					MS	HSD	MSP	Total			
1	MDK	NKD	Regode	IOCL	17	16	3	36	2 Lacs	3 Lacs	Commissioned
2	MDK	NKD	Kangti	HPCL	32	17	6	55	2 Lacs	3 Lacs	Commissioned
3	MDK	MDK	Chegunta	IOCL	21	18	4	43	2 Lacs	3 Lacs	Commissioned
4	NZB	KMR	Lingampet	IOCL	27	35	5	67	5 Lacs	10 Lacs	Commissioned
5	NLG	YGT	Ramannapet	HPCL	40	30	8	78	5 Lacs	10 Lacs	Commissioned
6	MDK	MDK	Narsapur	HPCL	43	29	9	81	5 Lacs	10 Lacs	Commissioned
7	NLG	NLG	Chandampet B/s	BPCL	57	75	11	143	5 Lacs	10 lacs	NOC received - Lease agreement is awaiting
8	ADB	ADB	Indravelli B/S	BPCL	54	70	11	135	5 Lacs	10 lacs	
9	MBNR	MBNR	Narayanpet	IOCL	50	75	10	135	5 Lacs	10 lacs	
10	KMM	KMM	Cherla	HPCL	50	70	10	130	5 Lacs	10 lacs	
11	KRMR	HSNB	Husnabad	IOCL	50	70	10	130	5 Lacs	10 lacs	

**Signature of the tenderer.**

**TELANGANA STATE ROAD TRANSPORT CORPORATION**

To  
The C T M (M&C) & BUSINESS HEAD,  
T.G.S.R.T.C, Bus Bhavan,  
Mushirabad,  
Hyderabad-624,  
Telangana.

Affix latest  
pass port  
size photo  
with Self  
Attestation

Sir,

Sub: **e-tenders**: Submission of Tender for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of \_\_\_\_\_ fuel outlet of TGSRTC – Reg.

Ref: e-tender Notification **C1/437(13)/2023-OPD(M&C) Dt:09.06.2024.**

-oOo-

I hereby submit Tender for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of \_\_\_\_\_ fuel outlet of TGSRTC, after carefully going through the terms and conditions and other rules stipulated by the Corporation, which are made available to me, along with the Tender Form.

I also abide by the Terms and Conditions of the tender schedule and participating in the tenders.

Encl: Tender form

Place:

Date:

Yours Sincerely,

(SIGNATURE OF THE TENDERER)  
Address:

**Annexure-II**

**Tender Application Form**

To  
The C T M (M&C) & BUSINESS HEAD,  
T. G. S. R. T. C., Mushirabad,  
H Y D E R A B A D.

**Affix latest  
passport  
size photo  
with self-  
attestation**

Sir,

Sub: Submission of Tender Application form for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of \_\_\_\_\_ fuel outlet/s of TGSRTC – Reg.

- 1) Name of the Tenderer :  
(In capital letters)
- 2) Status (Sole proprietorship/registered Firm :  
Partnership Firm/ registered Cooperative  
Society/Company incorporated under  
Companies Act) with details and proof  
thereof
- 3) Address for correspondence :

Telephone No.

- 4) Permanent residential :  
address

Telephone No. :

- 5) Email/Website address :

- 6) PAN No: :

(copy to be enclosed)

7) TAN No: \_\_\_\_\_ :  
(copy to be enclosed)

8) Earnest Money Deposit \_\_\_\_\_ :

9) VAT Registration : \_\_\_\_\_

10) GST Registration: \_\_\_\_\_

11) Annual Turnover in Crores: \_\_\_\_\_

12) IT Returns for last 2 assessment years:

13) I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.

14) I/we have carefully read and understood the terms and conditions of the tender and I/We confirm my/our acceptance to the Terms and Conditions stipulated.

a. It is hereby confirm that I/We are entitled to act on behalf of our company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

b. I/we hereby agree to be appointed as Service Provider for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of \_\_\_\_\_ fuel outlet/s of TGSRTC for a period of five years.

c. I/We have perused the terms and conditions of the tender for appointment of Service Provider for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of \_\_\_\_\_ fuel outlet of TGSRTC for a period of five years and hereby agree to abide by the said conditions.

d. 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.

Date:

(Signature of the tenderer)  
along with seal/stamp

**Annexure-III****FINANCIAL BID**

The Tenderer shall fill all the required columns of Financial Bid online on e-procurement platform as follows:

S.No.	Name of the Outlet	Expected Service Charges per Liter from TGSRTC					
		MS (Petrol)(in Rs.)		HSD (Diesel)(in Rs.)		MSP MS Power (in Rs.)	
		in figures	in words	in figures	in words	in figures	in words
1							
2							

**Note:-**

- i. The bidder should quote the Service Charges in figures and words.
- ii. In case of discrepancies between words and figures, the quote which is least of the two versions will be taken into consideration.

**Signature of the tenderer.**

**Note: Marketing Disciplinary Guidelines are attached separately as Annexure IV for reference.**