

# TELANGANA STATE ROAD TRANSPORT CORPORATION

## TENDER FORM

To  
The Regional Manager,  
TGSRTC,  
Secunderabad Region.

Madam,

PASSPORT  
SIZE PHOTO OF  
TENDERER

**Sub:-CONTRACTS** – Awarding of contract relating to **Outsourcing activity of Sweeping, Cleaning, Washing & Wet Mopping of Buses at \_\_\_\_\_ Depot of Secunderabad Region** - Submission of Tender Form – Reg.

Ref :- Tender Notification No.E5/122(94)/2025-SR, Dt.22.11.2025.

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I/we 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 the full contents.

Further, I/We hereby submit my / our tender in the prescribed tender form.

I/We hereby further agree to abide by the Terms and Conditions stipulated by the corporation from time to time during the operation of the contract on awarding the same.

Yours faithfully

Encl.: As above.

### SIGNATURE OF THE TENDERER

Date: \_\_\_\_\_

Full Address of the Tenderer  
(in BLOCK LETTERS) : \_\_\_\_\_

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Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

**PROFORMA OF APPLICATION FORM TO BE FILLED BY THE TENDERER FOR  
ALLOTMENT OF SWEEPING, CLEANING & WASHING OF BUSES CONTRACT  
(MANPOWER CONTRACT FOR CITY DEPOTS)**

1. Name of the Tender : \_\_\_\_\_
2. Father's Name : \_\_\_\_\_
3. Aadhar No. : \_\_\_\_\_
4. PAN No. : \_\_\_\_\_
5. Full Address of the Tenderer: \_\_\_\_\_  
With Mobile No. \_\_\_\_\_  
\_\_\_\_\_
6. Nature of Work: Should supply the man power for carrying out the activities viz., Sweeping, Cleaning and Washing of Buses, Removing of Dust on the Seats, Cleaning of Shutters and Windscreen glasses in \_\_\_\_\_ Depot. The details of the works to be carried out (daily and weekly) for various category of vehicles is enclosed to the tender form.
7. Rates offered/quoted:
  - ❖ Rate to be quoted(for month) in Rupees & Paise for the men to be deployed including one supervisor: Rs.\_\_\_\_\_
8. Minimum No. of persons to be Deployed for the above work: \_\_\_\_\_ Unskilled, & \_\_\_\_\_ Semi-skilled
9. Minimum value of the work with PF code ₹ \_\_\_\_\_ per month.  
(Including PF &ESI Statutory and 7% profit margin)
10. Labour License No. &Validity: \_\_\_\_\_  
(Xerox copy to be enclosed)
11. Details of PF Code No. & ESI Code No.: \_\_\_\_\_  
(Xerox copy to be enclosed)
12. Previous experience (if any): \_\_\_\_\_
13. GST Registration Number & Date: \_\_\_\_\_  
(Xerox copy to be enclosed)
14. Details of Earnest Money Deposit "drawn in favour of Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region.
  - a) Amount paid towards EMD ₹ \_\_\_\_\_
  - b) Demand Draft/Banker's cheque No. & date \_\_\_\_\_
  - c) Name of the Bank \_\_\_\_\_

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

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

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

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Sl.No.	Name of the Surety With full address	Occupation	Signature of the Sureties for the execution of the Agreement (Deep of Licence)
1.			
2.			
3.			

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SIGNATURE OF THE TENDERER

## **TENDER CONDITIONS**

- 1) The successful bidder has to undertake the job of providing of manpower for the activity of **Sweeping, Cleaning, Washing & Wet Mopping of Buses** at \_\_\_\_\_ Depot specified in the tender application.
- 2) The successful bidder has to deploy \_\_\_\_\_ (**Unskilled & Semi-skilled**) Male persons only and One Semi-skilled Supervisor daily at the work spot to undertake the above said work contract. These specified numbers of workmen have to be deployed by the successful bidder at the work-spot daily, irrespective of his liability to extend weekly rest to his workmen, which he has to meet on his own arrangement.
- 3) The period of Contract is **Three (03) Years** from the date of agreement and extendable for Two (01) more years on the satisfactory of performance on similar terms & conditions.
- 4) The tender must be submitted in the prescribed tender form along with requisite EMD. The Earnest Money Deposit is **Rs.\_\_\_\_\_/-** and the cost of tender form is **Rs.1,180/-**.
- 5) The EMD & the cost of tender form **Rs.1,180/-** prescribed should be paid through crossed Demand Draft separately drawn in favour of **Dy. Chief Accounts Officer, TGSRTC, Secunderabad Region** payable at JBS, in case of failure to enclose the Demand Draft, as the case may be, in original to the Tender Form/Application submitted, the Tender form/Application will be rejected. The EMD amount shall not carry any interest.
- 6) Incomplete tender form or tender form received after the stipulated time and date, tender form not accompanied by Demand Draft for requisite EMD will be rejected. Cheques/FDRs in lieu of Demand Drafts will not be accepted. EMD is not exempted to any Society/Voluntary Organizations/Institutions/Communities, etc. In complete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
- 7) In case Earnest Money Deposit paid by the Tenderer is less than what is stipulated in the tender notification or the EMD paid through other means i.e. in a manner other than the stipulated terms and conditions, the tender will be rejected besides forfeiting the Earnest Money Deposit.
- 8) 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.
- 9) The tender form is not transferable. The tender form must be signed by the tenderer only. Tenders received after due date and time, shall not be accepted. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
- 10) All the papers of tender document with terms and conditions duly signed by the tenderer on each page as a token of acceptance. 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.
- 11) In case of Firms / Companies / Corporations etc., the authorized representatives can submit the tender application along with authorization letter.
- 12) The sealed cover should be placed in a tender box, kept in the office of the Regional Manager, Secunderabad Region **up to 14.00 Hrs. on 10.02.2026**. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened **at 15.00 hrs.** on the same day by the Tender Committee.
- 13) The tenderer or any of his/her authorized representative holding authorization letter, who wish to be present at the time of opening of tenders, shall attend the tenders.

- 14) The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for **Rs.\_\_\_\_\_** and the cost of tender form **Rs.1,180/-** should be enclosed together along with the terms and conditions duly signed on each page. Amount quoted by tenderer towards monthly remuneration should be written in both figures and words clearly and other supporting certificates shall be kept in a sealed cover. In case of any corrections on the monthly remuneration it should be written in both figures and words clearly. In case of any corrections on the monthly remuneration 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, name and address of the tenderer shall be indicated.
- 15) The persons who are black-listed or who have bad track record with the Corporation or against whom business complaints are pending will not be considered for allotment of the contract even if they fulfill all other conditions.
- 16) Tender Forms not accompanied by the Demand Draft in original towards the requisite EMD; incomplete filled tender forms, Tender form without signature and without Terms & Conditions with signature on each page will be rejected.
- 17) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by TGSRTC will summarily be rejected.

**18) The Criteria for awarding the contract shall be:**

- a) Other things being equal, the tenderer who is holding Labour licence, PF & ESI Code Nos. issued by Competent Authorities concerned shall be given preference.
- b) Other Things being equal, if more than one tenderer quote same rate and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTERY.
- c) If the tenderer quotes less than the above specified value, such a quotation will automatically be disqualified.
- 19) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- 20) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 21) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of Two Years from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the Corporation.
- 22) The successful tenderer (allottee) has to pay Security Deposit which is equivalent to ONE MONTH's remuneration, in cash and enter into an agreement with the Corporation (RM), failing which allotment is liable for cancellation and the EMD paid by him shall be forfeited to the Corporation without any further notice / intimation. Security Deposit will not carry any interest.

**Details of Work and Terms and Conditions**

1. The contractor must deploy the above mentioned number of people to attend the above mentioned works regularly at the work spot, despite his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangements.
2. The contractor has to keep the contract area clean and tidy at all times.
3. The contractor has to arrange for sweeping and cleaning inside of all the buses.

4. The contractor shall arrange for:

- (i) Sweeping and cleaning inside of all the buses at the place shown by the licensor.
- (ii) Sweeping of all the buses during the regular maintenance at Depot Garage as well as during the change over at Depot premises.
- (iii) External washing of buses (excluding under chassis washing) irrespective of type of coach with conventional washing plant/with automatic washing plant.
- (iv) Full washing (minimum washing program) of the buses which includes exterior, interior under chassis washing, cleaning of shutter glasses and frames.

**Minimum Washing Program means:**

1. Washing of saloon interior including roof thoroughly.
2. Cleaning of window glasses and saloon glasses, cabin glasses with detergent solution to remove the oil mud.
3. Brush washing of roof top and housing down the accumulated mud between roof and luggage carrier.
4. Under chassis washing to remove all accumulated mud from the under chassis and body.
5. Exterior body washing by wet brushing and housing of all identified buses every day.
6. Cleaning all the seats, Glasses of all buses with dry cloth after washing.
7. Cleaning of front windscreen glasses with wet paper for clear vision.
8. Cleaning of all glasses of the buses with dry cloth after washing.
9. The contractor and the persons engaged by him for the work will be subjected to security check while coming into and going out of the garage premises.
10. The contractor has to attend minor repairs to pipe lines such as avoiding leakage of water, in order to ensure continuous water supply.
11. The contractor shall also be responsible for the safety of the tools and plants and other items like electrical fittings, furniture and other property of the Corporation within the contract area.
12. All the tools, material etc. required to carry out the above works are to be brought and minor repairs if any are to be attended by the contractor himself.

**I. Cleaning, Sweeping, Washing & Mopping of Super Luxury, Vajra Buses Metro Deluxe, Metro Express with MS Bus Body structures:**

- a) The external washing of these buses shall be done through mopping with soapy wet cloth & water bucket followed by cleaning with dry cloth every day.
- b) These buses shall not be washed with conventional high pressure car washers/automatic washing plants.
- c) All Vajra buses shall be provided with floor mats compulsorily. The dust accumulated in the floor mat shall be cleaned by removing the mats everyday and replacing them after de-dusting. Before re-laying the floor mat, the floor shall be cleaned with soft broom or brush and mopped with phenyl water.
- d) For other buses, the floor cleaning shall be done with soft broom/brush.

- e) The seats shall be wiped with cloth. The dust accumulated beneath the seats, in the parcel racks and cabin shall be cleaned every day.
- f) Under chassis washing shall be done on weekly basis with high pressure hose.
- g) The equipment like trolleys, buckets, cleaning materials, brushes, brooms etc., required for this purpose shall be provided by the Corporation as Standard equipment at depots.
- h) While calling for tenders to identify the agencies for cleaning, sweeping and mopping of Garuda, Super Luxury and Low Floor buses with MS bus body structures, the committee shall evaluate technical bids as per the criteria and marks given.

## **II. Cleaning, Sweeping & Washing of City Ordinary buses with Aluminum body structures:**

- a) The conventional system of washing with Car washer/Automatic washing plant shall continue for external, under chassis & roof washing.
- b) For internal cleaning, the sweeping shall be done with Brushes/brooms, dusting of seats with cloth and mopping of side panels, roof panels with wet soapy cloth every day.
- c) Minimum washing programme shall be carried out on weekly basis.

### **TERMS AND CONDITIONS**

1. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
2. **Minimum wage for Un-Skilled is Rs.12,732/- and for Semi-skilled Supervisor is Rs.15,042/- as communicated by the Govt. of TS (As per Circular No.PD-17/2025, Dt.09.07.2025).**
  - i. **Minimum value of work (minimum cost) means the sum total of**
    - (a) Minimum wages and statutory contribution towards PF, ESI, EDLIF, Administration and Inspection Charges and
    - (b) 10% profit on minimum wages and statutory contribution
  - ii. In case, any area falls within ESI exempted zone the same will not be included in the minimum value. Minimum value of work (minimum cost) is rounded off to the nearest rupee.
  - iii. Minimum value of work with statutory provision & 10% profit margin per person would be **Rs.16,281/- per month per Unskilled person and Rs.19,229/- per month per Semi-skilled person for contractor with PF Code No.**
3. Management reserves the right to reject/cancel any or all tenders without assigning any reason. The Management decision is final in this matter. Management also reserves the right to allot the contract to any person of its choice through negotiations with the Tenderers after justifying their ability to comply with the Labour Laws viz., Payment of Minimum wages, recovery and remittance of contributions towards PF/EDLIF/ESI/GST etc.,
4. The Corporation reserves the right to alter/modify the period of contract mentioned in the Tender Notification at the time of finalization of Tender.
5. The corporation is not responsible if the tenders are held up due to litigations in Courts or for any other administrative reasons.
6. In all disputes, in case of doubts or interpretation of clauses, conditions and applications of this contract or otherwise, the decision of the Managing Director, TGSRTC shall be final.

7. **The Corporation reserves its right to reduce/increase the man power requirement by giving one month notice to the Contractor/Agency as and when needed.**
8. The contractor and the persons engaged by him for the work are subjected to security check both at the time of entry into and exit out of the premises.
9. The Corporation reserves the right to modify condition/conditions of the Agreement during the period of agreement and the successful tenderer has to abide the conditions of the Corporation and has to enter into a fresh agreement with the Corporation at his own cost.

## **I. CONTRACTORS OBLIGATIONS:**

1. The contractor has to obtain license from the Licensing Officer under Contract Labour (Regulation & Abolition) Act, 1970 to carry-out the work contract in question in the contract area and submit a copy of the same to the Licenser and to the Unit Officer/Depot Manager concerned before commencement of the contract.
2. The contractor has to contact the Labour Department and to maintain the registers as required under law and as required by the Corporation and the same have to be produced for verification by the Inspecting Officials.
3. The Contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
4. The contractor has to supply Uniform and identity badges to the workers. No worker shall be allowed to work without identity badges. The workers should contact the supervisor on duty at Depot before and after the spell of their duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager.
5. The contractor should adhere to all acts and laws in force applicable to his business and for any violation of such laws the sole responsibility lies with the licensee.
6. The contractor shall be responsible for the safety of the tools & plant and other items like electrical fittings, furniture & other property of the Corporation within the contract area.
7. The contractor shall pay all the taxes under the Central and State Acts/Rules made there under, applicable to the business as paid like PF & ESI every month. The Corporation is not liable for the penalties in view of nonpayment of taxes or default therein. Any default, nonpayment of taxes to statutory authorities will cause termination of licence and vacation of premises.
8. Income Tax as per the provisions of IT Act and other applicable taxes will be recovered from the monthly payment and the contractor has to submit PAN Number allotted by the Income Tax Department and the same has to be produced to the Corporation.
9. The contractor shall insure the lives of the labour engaged by him for any eventual risks that might crop up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims i.e. PF & ESI only) compensation for disability or loss of life of the labour and damage to the equipments pertaining to TGSRTC, if any.
10. The contractor shall pay the remuneration by way of cheque or by crediting to the Bank account of the respective personnel engaged by him, simultaneously enclosing copies as proof for records.

**SIGNATURE OF THE TENDERER**

11. In case the Contractor/Agency deploys any of his family members who are covered under the term “Family Members” as defined under Sub-Section 3 of Section 26 of the Minimum Wages Act, 1948, an Affidavit explaining the relationship and dependency shall be submitted, both by the Contractor/Agency as well as reported family members of the Contractor individually.
12. The Contractor has to comply with all the provisions of the Acts of Government relating to labour Rules and Regulations made there under from time to time like Contract Labour (R&A) Act 1970. Payment of Minimum Wages, Provident Fund, EDLIF, ESI etc. as prescribed by the Government from time to time to be submitted with proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation on all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
13. No Compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the TELANGANA STATE ROAD TRANSPORT CORPORATION the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
14. The contractor has to pay the wages to the persons engaged by him before 10<sup>th</sup> of every month at the rates not less than the “minimum wages” as fixed by the Commissioner of Labour from time to time. He is responsible for any objections or disputes rose either by the Labour Department or the workers on any payments to be made to the workers and on any penalties levied by the Government subject to pass the bill 100% monthly remuneration.

## **II. LABOUR SPECIFICATIONS:**

1. The candidate must be experienced in the relevant field.
2. The workmen deployed by the contractor have to strictly follow the shift timings allotted to them by the maintenance Incharge. The maintenance Incharge at any time can change their shift duties based on the day to day requirement.
3. The man power thus engaged shall be deployed as per shift requirements of Depot, as instructed by Garage in charge and his Supervisor.
4. The successful Contractor/Agency has to furnish the passport size photographs of the workers to be deployed by him for the contracted work, within 15 days of awarding contract containing the Name, Qualification, experience, age, Father’s name, residential address of each worker along with Tender Application. The contractor shall not change the work men specified without approval of Depot Manager/Maintenance Incharge.
5. The workers employed by the contractor shall not have any right or claim whatsoever for employment in TGSRTC at a future date.

## **III. CONTRACT PERIOD:** The contract period of is **Three (03) Years** from the date of agreement and extendable for Two (02) more years on the same terms & conditions subject to satisfactory performance of the Contractor.

## **IV. SECURITY DEPOSIT:**

1. The successful tenderer has to pay Security Deposit equivalent to one month work contract amount payable to the contractor 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.

2. The contractor shall have to furnish security deposit in the form of DD for one month remuneration.
3. The Security Deposit is refundable on the expiry of the period of work contract without interest and subject to the satisfactory performance and fulfillment of agreement conditions.
4. The Security Deposit paid by the contractor is liable to be forfeited in the event of non-commencement of work contract within the stipulated time or breach of any of the terms and conditions besides cancellation of allotment.
5. The security deposit submitted by the contractor will be refunded only after one month from the date of completion of the contract period after adjusting all the dues, if any, payable by the contractor to the corporation.
6. The contractor failing to execute the contract for the period agreed to under the contract.

#### **V. OPERATION OF CONTRACT:**

1. As per the tender notification, the successful bidder has to engage sufficient number of workers to carry out all the specified works efficiently. If the work is not satisfactory, the Depot Manager/Garage-in-charge has powers to insist on the contractor to replace the incompetent workers with skilful workers.
2. The contractor shall carryout the work contract on all days.
3. In case the contractor intends to stop the work contract on any day/fraction of a day for any reason, he has to inform and obtain prior permission from Depot Manager/Garage In-charge at least three days in advance.
4. The Tools & Plants like Trolleys/Benches, Buckets, Ladders and required materials like cleaning cloth, soap liquid, brushes & brooms etc., shall be provided to the contractor by the corporation in adequate quantities. No equipment shall be brought into the corporation premises from outside agencies without prior permission of the corporation.
5. The corporation officials/supervisors are empowered to check the work spot, labour/supervisors at any point of time for any number of times.
6. The shift supervisor shall allot the buses for sweeping, mopping and washing of buses in his shift and submit a summary sheet of work carried out during the shift to the Mechanical In-charge on daily basis.
7. The contractor shall be available at the work spot daily and monitor the work of work contract labour engaged by him. Alternatively, the contractor has to authorize two representatives from his staff to acknowledge and receive material and communications on his behalf and also to handover any communication to corporation on his behalf. One of such two authorized representatives shall always be available at the work spot invariably. Their contact numbers and residential addresses shall also be furnished to the Depot Manager/Garage In-charge.
8. The contractor shall ensure that the workers engaged by him shall not drive the buses inside or outside the garage premises even though they are in possession of valid driving license. He shall be responsible for any consequences arising in this regard.
9. Workers found with rude behavior/arrogance or not following guidance/instructions issued by the supervisor or physically not suitable or found in drunken condition at work spot or involved in any kind of indiscipline or involved in theft cases, shall be dispensed with immediately by the contractor and fresh workers shall be engaged. In such cases penalties shall also be imposed.

10. On the expiry of the period of work contract or on its termination, whatever the case may be, the contractor shall handover the equipments supplied by corporation, if any, to the Unit Officer concerned.

## **VI. TERMINATION:**

1. The contractor shall under take work contract for a minimum period of Two Years from the date of agreement. If he desires to discontinue the work contract for whatsoever reasons, before completion of the minimum period of One year, he/she shall forfeit the Security Deposit in favour of the Corporation.
2. The contractor desires to discontinue the work contract whatsoever reasons after completion of minimum period of One year, he/she has to give one month advance notice.
3. The Corporation reserves the right to terminate the work contract with one month's notice any time during the work contract period for unsatisfactory performance or for breach of any terms and conditions of the agreement or when there is no further need of contract, besides forfeiting the security deposit. The work contract is also liable for termination without assigning any reason thereof, by giving one month's notice. The decision of the corporation is final in this regard.
4. The contract is liable for termination in the event of contractor failing to do the contract for which the licence is granted for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of Security Deposit.
5. Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract area shall render the contract liable to be terminated duly forfeiting the Security Deposit.
6. In case of misbehavior, assault on employees of the Telangana State Road Transport Corporation by the contractor or his representatives/workers will lead to imposition of penalty or termination of work contract duly forfeiting the Security Deposit, besides legal action by lodging police complaint and filing case before court of law.

## **GENERAL TERMS AND CONDITIONS**

1. The contractor should engage only male persons between 18 years and 60 years of age for the work. Child labour should never be engaged for the contracted work.
2. The contractor shall not engage any persons whose character and credentials and integrity are doubtful in nature and those who are on the record of police with criminal back ground. If any such persons are engaged, the contractor is solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his work contract.
3. The contractor is not permitted to sub-let the work contract to any other sub-contractor, benami or proxy.
4. The allotment of work contract shall be Non-exclusive i.e. the Corporation shall have the right to grant permission to any number of contractors to perform similar type of work contract in the same premises. The contractor has no right to question whatsoever.
5. The contractor is liable for any obligation arising out of his work contract in respect of labour engaged by him.
6. The contractor and his workers should furnish their AADHAR details and sign in the incoming/outgoing register maintained at security branch of the depot on daily basis.

7. In the event of death of Contractor, the work contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the work contract on the same terms and conditions for the remaining period of work contract on execution of fresh deed of agreement by such legal heir.
8. All the above terms and conditions will form part of the agreement of work contract and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
9. The Rights given under the work contract are not transferable.
10. The workers/supervisors or any other persons employed by the contractor or contractor himself shall not have any right or claim whatsoever for employment in the Telangana State Road Transport Corporation at a future date.
11. Even after entering into agreement between Corporation and contractor, any number of clauses in the agreement is subject to modification/deletion. Addition of new clauses will also be made in the corporation's interest during operation of contract. At the same time, care will be taken to protect interest of the contractor also.
12. In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this work contract or otherwise, the decision of the Managing Director, TGSRTC shall be final.
13. The jurisdiction for any legal proceedings shall be within Hyderabad.

#### **VII: PENALTY CLAUSE:**

1. **Attendance:**
  - a. If any worker of Contractor absents on a particular day, and no substitute is provided in his place the corresponding wage amount has to be deducted from the contractor.
  - b. The Contractor should fulfill the minimum guaranteed attendance (as decided by Tender Committee) of the labour engaged every month. Poor attendance / attendance lower than the minimum guaranteed attendance shall render the contractor liable for imposition of penalties apart from deduction of wage.
2. In the event of any statutory authority imposed any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation will retain/recover such amount from the amount due to the contractor monthly/security deposit etc., with in until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions will also result in termination of contract.
3. The contractor is liable to execute the work contract to the satisfaction of the Corporation. If the contractor fails to comply with the terms and conditions of the contract, the Depot Manager concerned and also higher officials shall have the right to inspect and impose penalties and take necessary action. The details of the penalty are as follows:
  - a. For unsatisfactory work or breach of any condition including submission of claims in time, a penalty of Rs.1000/- for first occurrence, Rs.2,000/- for second occurrence and Rs.5,000/- for third occurrence shall be imposed.
  - b. If the above lapses occur more than 3 times in a year, the contractor shall be issued a show cause notice for termination of work contract and forfeiture of security deposit. If the contractor still fails to comply with the terms and conditions of contract, the work contract will be terminated with the approval of Regional Manager duly blacklisting the contractor.

- c. In case, the penalty amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the work contract is liable for termination duly forfeiting the Security Deposit. This clause does not stand as a bar for implementing the clause of "termination of work contract for improper maintenance". Penalties to be levied by the authority that enters the agreement (i.e., RM/DM/Unit Officer).
- 4. The contractor is liable to pay the damages, if any, caused to the premises or movable and immovable property of the Corporation, by him or by his agents or representatives as determined by the Corporation. The Corporation shall have the right to recover such amounts towards the damages caused from the monthly work contract amount or Security Deposit of the contractor. In case the amount is recovered from the Security Deposit, the contractor is liable to recoup the same immediately.

### **VIII. BILL CLAIM, PF, ESI & GST:**

- 1. The Contractor has to submit his claims every month by 2nd of succeeding month with the certification of Mechanical and Security in-charges concerned for payment of monthly bill which will normally be arranged by 11<sup>th</sup> of succeeding month.
- 2. If the contractor fails to submit the claims in time without any valid reasons and does not make timely payments to the manpower deployed by him, this shall also be treated as breach of contract terms and conditions.
- 3. It is mandatory for the contractor to claim any arrears of work contract amount within three months before expiry of agreement.
- 4. The bill/claim by contractor shall be numbered with date. It should indicate number of persons, Quantum of work, rate applicable and amount of the bill. The bill should have the name and address of the contractor accompanied with relevant papers viz., Attendance, Acquaintances, PF/ESI Challan copies, performance details by the Unit Officer.
- 5. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF and ESI amounts from the wages of the persons engaged by Contractor and recovering the matching contribution (employer's share) together with administrative and inspection charges, EDLIF, ESI and any other recoveries that are to be made from the persons engaged by the licensee at the rates prescribed from time to time and its remittance to the concerned authorities with details of the persons for whom it is remitted and every month previous month PF/ESI submitted to current month remuneration realized.
- 6. In case the contractor, who is not in possession of PF code Nos., the monthly bill of contract amount shall be paid to him only after deduction of the PF amounts from the wages of the persons engaged by him and recovering the matching contribution (Employer's Share), together with administrative and Inspection charges, EDLIF, ESI & any other recoveries that are to be made either from the persons engaged by him or from the contractor at the rates prescribed from time to time as per the instructions issued in this matter. Contractor shall submit the details of the persons to whom the PF is to be remitted in the proforma prescribed by PF Trust, TGSRTC for the current month.

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7. During the contract period no enhancement will be allowed on the finalized tender rates except increase in the minimum wages as communicated by Government from time to time. "The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contributions towards PF, EDLIF and ESI and **no enhancement of profit margin will be allowed on the corresponding increase in minimum wages, as and when the minimum wages are enhanced during the contract period**". Whenever the minimum wages payable to the contract labour/workers are enhanced in the middle of the contract period, the contractor should pay the difference of security deposit towards the revised monthly remuneration/license fee.
8. The Contractor shall pay all the taxes including Goods Service Tax under the central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of non-payment of taxes or default therein. Any default, non- payment of taxes to statutory authorities will cause termination of licence and vacation of premises.
9. The Goods and Service Tax at the applicable rate shall be paid to the contractor subject to submission of proof of the bill in proper format.
10. The contractor is liable for all statutory or any other obligations arising out of his work contract in respect of labour engaged by him.
11. The contractor shall pay all the taxes including GST under the Central and State Acts/Rules made there under, applicable to his work contract. The Corporation is not liable for the penalties in view of non-payment of taxes. or default thereon. Any non-payment of taxes or default to statutory authorities is liable for termination of work contract.
12. The contractor has to register his Firm under GST. The Contractor shall submit GST invoice(s) in the GST format along with the bills every month. All the GST invoice(s) shall be submitted. On submission of GST invoice(s) by the Contractor, Corporation shall release the payment of GST amount.
13. The Government implemented GST as applicable w.e.f. 01.07.2017 and decided to collect the same in lieu of VAT and Service Tax earlier applicable. Therefore it is requested to arrange to get the PAN, GSTIN with category of GST i.e., SGST, CGST, IGST and Composition Tax with HSN Code of all the suppliers including other contractors dealing with the units of TGSRTC and forward the same to the unit for taking necessary action to get the set off facility.
14. The contractor should adhere to all Acts and Laws applicable to his work contract and for any violation, the sole responsibility lies with the contractor.

All the above terms and conditions will form part of the agreement of the license and contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation during subsisting period of contractor. The Corporation is right to incorporate any fresh clauses or delete any existing clauses in the agreement.

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