

**SWEEPING OF OLD BUS STAION ,KHAMMAM**

**TENDER FORM FOR SWEPING, CLEANING OF BUS STATION PREMISES, YARD AND PLAT FORMS IN KHAMMAM OLD BUS STATION OF KHAMMAM\_DEPOT ON PAYMENT OF MONTHLY REMUNERATION BY THE CORPORATION**

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AFFIX P.P.SIZE  
PHOTO  
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To  
The Dy.Regional Manager (O),  
T.S.R.T.C., KHAMMAM.

Sir/Madam,

Sub:-TENDERS--Tenders invited for allotment of contract work for Sweeping & Cleaning of Bus Station yard, Platforms, Bus Station premises and watering of plants at Old Bus Station Khammam Bus Stations in TSRTC, KHAMMAM Region on "payment of monthly remuneration by the Corporation" – Tender Form – Submitted – Reg.

Ref:- Tender Notfn. No.M1/725(01)/2024-RM:KMM Dt.13-03-2024.

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I /we have gone through the terms and conditions/ ANNEXURE supplied along with the Tender Form carefully for taking –up the contract work of Sweeping & Cleaning of Old Bus Station yard, platforms, Bus Station premises and watering of plants, Khammam Bus Stations in TSRTC, KHAMMAM Region on "payment of monthly remuneration by the Corporation".

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

Yours faithfully,

(Signature of Tenderer).

Date:

Station:

Full address of the Tenderer  
(in block letters)

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

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

**APPLICATION FORM TO BE FILLED BY THE TENDERER**

1. Name of the Tenderer .. \_\_\_\_\_  
(In capital letters)
2. Father's Name .. \_\_\_\_\_
3. Name of the Agency .. \_\_\_\_\_
4. Agency Registration No.and Validity. .. \_\_\_\_\_
5. PF Code No.& Validity .. \_\_\_\_\_
6. ESI Code No.& Validity .. \_\_\_\_\_
7. GST No. No.& Validity .. \_\_\_\_\_
8. PAN No. No.& Validity .. \_\_\_\_\_
9. ADHAR No. No.& Validity .. \_\_\_\_\_
10. Mail Address .. \_\_\_\_\_
11. Labour License No.& Validity .. \_\_\_\_\_
12. Nature of Contract Work .. **SWEPING, CLEANING OF BUS STATION**  
for which Tender Form submitted **PREMISES, YARD AND PLAT FORMS IN**  
**KHAMMAM OLD BUS STATION OF**  
**KHAMMAM\_DEPOT**
13. Name of the Depot where the .. **KHAMMAM DEPOT**  
Said contract work will be taken up

14. Earnest Money Deposit (EMD) Registration fee Details
- a) DD/Banker's Cheque No. : \_\_\_\_\_ :: \_\_\_\_\_
  - b) Date : \_\_\_\_\_ :: \_\_\_\_\_
  - c) Amount in Rs. : \_\_\_\_\_ :: \_\_\_\_\_
  - d) Name of the Bank & Place : \_\_\_\_\_ :: \_\_\_\_\_

15. REMUNERATION EXPECTED FROM THE CORPORATION TO CARRYOUT THE WORK THROUGH E-06 UN-SKILLED WORKERS : Rs.-----  
(Per Month Including Payment of Minimum Wages ,PF, (In words) EDLIF, ESI to the worker and 7% Profit margin

16. Residence Proof : **Enclosed/Not Enclosed**

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I offer the following sureties who have signed hereunder as Guarantors :-

Name of the Surety With full Address	Occupation & Financial Status	Signature of sureties the execution of the previous Of the agreement bond.
1.		
2.		

**SIGNATURE OF THE TENDERER**  
NAME: \_\_\_\_\_  
Father's Name: \_\_\_\_\_  
Phone No: \_\_\_\_\_

## **TERMS AND CONDITIONS FOR SWEEPING, CLEANING OF BUS STATION PREMISES, YARD AND PLAT FORMS OF OLD BUS STATIONS ,KHAMMAM IN KHAMMAM REGION**

### **NATURE OF WORK:**

1. Any one (Individual /Firm/Company/the Social Service Organization (SSO)/ Non – Governmental Organization (NGO)/ Non- profit making Organization (NPMO)/ Voluntary Organization (VO)/ Local Safai Karmacharies (here in after called “CONTRACTOR”) has to undertake the job of Sweeping & Cleaning of Bus Station yard, Platforms, Bus Station Premises and Watering of plants in the contract area specified in the Tender Notice on a monthly remuneration payable by the Corporation.

### **TRACK RECORD OF SSOs/ NGOs/ VOs/ NPMOs/ LOCAL SAFAI KARMACHARIES.**

Any one (Individual /Firm/Company/SSOs/ NGOs/ VOs/ NPMOs/ Local Safai Karmacharies having good track record in maintenance of Bus Stations shall participate in the tenders.

### **WORKS TO BE CARRIED OUT BY THE CONTRACTOR:**

2. a) The Contractor has to undertake the job of sweeping and cleaning of Bus Station yard, Platforms, Bus Station premises and watering of plants in the contract area specified in the tender notice.
- b) The Contractor should be present at the work spot regularly.
- c) The Contractor has to keep the Contract area clean and tidy at all times. He has to arrange for the sweeping and cleaning of all office rooms, waiting halls, places, plat forms, staircases, ramps, pits, open and covered yard surrounding the contract area for every one hour and remove the dust and debris.
- d) The Contractor has to arrange to mop passengers waiting hall, places, managers, supervisoroffice rooms, with phenol and wet cloth twice a day.
- e) The Contractor has to keep the walls, pillars and ceiling of the contract area clean and tidy.
- f) The Contractor has to implement the instructions issued by the Corporation Officials and any other inspecting officials on cleanliness and attraction of the contract area.
- g) The Contractor has to arrange to clean inside the Bus Station and also wherever there is urgent need as directed by the Supervisors of Corporation.
- h) 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.
- i)The Contractor shall deploy the persons in each shift as per the ANNEXURE enclosed to these terms and conditions and shall furnish the names of the persons engaged on his behalf for the contract work.
- j) He/She has to arrange for removal of cobwebs, fungus, bird nests, bushes, small stones, pebbles and such other dirty material within the contract area every fortnight.
- k) The tenderer shall provide the material required for maintenance of the Bus Station, i.e., BROOMS, PHENOL, ACID etc., at his/her own cost.
- l) It is the responsibility of the Contractor to arrange to clear the garbage accumulation on cleaning and sweeping of the bus station, yard and premises and also from the stalls/shops at the bus station. He shall arrange to shift the garbage within the bus station premises to the location where the Municipal Authorities / Local Body suggest.
- m) It is also the responsibility of the Contractor to nominate a responsible Supervisor/ In charge among the persons to be deployed to oversee the work of persons engaged by him for smooth and effective maintenance of Bus Station.
- n) The Contractor ‘or’ the labour engaged by him shall bring to the notice of the Station Manager / Depot Manager / Police, immediately about any suspicious person loitering in the bus station ‘or’ any unclaimed objects, things, boxes etc., lying in the Bus Station.
- o) It is the responsibility of the Bus Station Maintenance (Sweeping & Cleaning) contractor to dispose the Garbage and Sewage of the Bus Station. The contractor is also Responsible for maintenance of the main sewage pipe line of the Bus Station and shall



Carryout, repairs whenever required during the contract period”.

### **LICENCE PERIOD:**

3. a) The Contract shall be for a period of TWO (2) years from the date of Agreement. However, the contract period can be extended for ONE (1) more year on the satisfactory performance of Contractor.
- b) On the expiry of the period of the licence ‘or’ on its termination as the case may be the Contractor shall handover the equipments if any to the Depot Manager concerned.

### **FINALISATION OF TENDERS BY THE TENDER COMMITTEE :**

4. a) Finalization of tenders will be by way of negotiations by the Tender Committee. The decision of the Tender Committee in that regard shall be final.
- b) If more than one qualified tenderer quotes (lowest) equal amounts, the tender shall be allotted to qualified lowest quoted tenderer who posses PF & ESI quotes. If the eligible contractor/tenderer does posses the PF & ESI quotes, he/she shall be given reasonable time to obtain the same.
- c) Other things being equal, if more than one tenderer quotes lowest minimum amount of remuneration and found suitable by the tender committee, the contract shall be allotted on the basis of LOTTERY.
- d) If more than one tenderer emerges qualified, quotes lowest, posses PF &ESI quotes, method of LOTTERY has to be the deciding the capital.
- e) If any tenderer quotes less than the SPECIFIED WORK VALUE SHOWN IN ANNEXURE of these terms and conditions, such a quotation will automatically be disqualified.

### **EARNEST MONEY DEPOSIT :**

5. a) EMD is not exempted to any Society, Voluntary Organizations, Institutions, Communities etc.,
- b) The EMD prescribed at ANNEXURE to these terms and conditions should be paid through Demand Draft drawn infavour of “ACCOUNTS OFFICER, TSRTC, KHAMMAM REGION” as notified in Notification. The EMD amount shall not carry any interest. Tender forms received without enclosing DD towards EMD, will be rejected.
- c) In case EMD paid by the Tenderer / Firm is less than what is stipulated in the Tender notification or the EMD paid through other means, i.e., in a manner other than stipulated in terms and conditions, the Tender will be rejected besides forfeiting the Earnest Money Deposit.
- d) The EMD amount of unsuccessful Bidders will be refunded after finalization of Tenders without any interest.
- e) If the successful Tenderer / Organization fails to take up the work within the period specified, the EMD will be forfeited.
- 6) The Corporation is not responsible if the Tenders are held up due to litigation in Hon’ble Courts ‘or’ for any other administrative reasons.
- 7) 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.
- 8) a) The Tender Form is not transferable i.e., the person who purchases the Tender Form shall only participate in the tenders. If the names of the purchaser of the Tender Form and the participant differ, the Tender will be treated as invalid and rejected apart from forfeiture of EMD.

b) In case of Organization /Companies /Corporations etc., the authorized representatives can submit the tender application along with authorization letter.

9) The interested parties may inspect the premises of contract area will before submitting the Tender form.

10) The SSOs / NGOs/ VOs/ NPMOs shall maintain Complaints and Suggestions Book and it should be made available to the users on demand to record their complaints/ suggestions on maintenance of Bus Station Premises etc.,

11) The Contractor shall pay all the taxes under the Central and State Government rules made there under, applicable to the Contractor. The Corporation is not liable for the penalties in view of non – payment of taxes or default thereon. Any default, non – payment of taxes to statutory authorities will cause termination of licence.

12) The Tender Form duly filled in along with the Demand Draft in original towards the EMD amount should be enclosed together with the terms and conditions duly signed on each page. Amount quoted by the tenderer towards monthly remuneration should be written in both figures and words clearly and other supporting certificates shall be kept in cover and sealed. 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, the nature of business, name, address and mobile/telephone number of the tenderer shall be indicated.

**13) The Tender form in sealed cover will be placed in a tender box kept in the office of the Regional Manager, Old Bus station, Khammam from 10.30 hrs to 14.00 hrs on dt. 03-04-2024. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 hrs the same day by the tender committee at New Bus Station, Khammam**

14) Tender Forms not accompanied by the Demand Draft in original towards the requisite EMD, incomplete filled in tender forms, failure to sign and failure to enclose terms and conditions will be rejected. Also the successful tenderer has to submit a Solvency certificate issued by the Competent Authority.

15) Tender Forms with any pre – conditions ‘or’ additional conditions other than the conditions prescribed by TSRTC, will summarily be rejected.

16) The successful Tenderer shall enter into an Agreement for undertaking the work on prescribed terms and conditions.

#### MINIMUM PERIOD OF DOING BUSINESS :

17) a) The contractor shall carryout the allotted work as specified in the agreement for a minimum period of ONE (1) year from the date of commencement of the contract. In the event of the contractor seeking premature termination of contract within the stipulated ONE (1) year period, the contractor has to pay the balance monthly installments for left over minimum stipulated contract.

In the event of the contract seeking premature termination of contract within the stipulated one year period the Corporation has to right to forfeit the Security Deposit paid by the contractor.

b) If the contractor clears the balance contract amount for the leftover minimum stipulated period of ONE (1) YEAR, The Security Deposit will be refunded.



18) a) The contract can be terminated by either party by giving two months advance notice. However, the contractors may seek such premature termination only after completion of one year minimum period of business.

b) The License is liable for termination besides forfeiting Security Deposit in case the Contractor discontinues the work without giving two months notice to Corporation after one year period.

#### SECURITY DEPOSIT :

19 a) The Contractor shall pay a sum equivalent to THREE (3) months remuneration payable to him towards Security Deposit to the Corporation and enter into an agreement with the Corporation failing which allotment is liable for cancellation and the EMD paid by him/her shall be forfeited to the Corporation without any further notice, intimation. Security Deposit will not carry any interest.

b) The Security Deposit will be forfeited duly giving One (1) month's termination notice.

- i) When penalties are imposed for improper maintenance 'or' passenger complaints etc., for more than three times in a calendar year.
- ii) If the contractor commits breach of any terms and conditions of the agreement during the subsistence of the period of licence.
- iii) If the contractor fails to pay minimum wages and the statutory contributions to the persons employed in execution of the contract.

c) The Security Deposit is refundable on satisfactory performance of contract and is liable for forfeiture for breach of contract.

d) The Security Deposit is refundable on expiry of the period of licence without interest and subject to due performance and fulfillment of agreement conditions and adjustment of dues towards cost of damages, fines imposed, taxes etc., if any.

e) 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.

f) In case of mis – behavior, assault on employees of the TSRTC by the contractor or his representatives will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.

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

h) The Security Deposit is liable to be forfeited in the event of non- submission of Deed of Licence after payment of Security Deposit amount and non – commencement of contract.

i) In the event of the contractor continuously defaulting and non supplying sufficient number of specified men regularly, the licensor, on the recommendations of the Depot Manager can terminate the contract with a month's notice duly forfeiting the Security Deposit.

20) In the event of death of contractor, the contract shall come to an end. However, the licensor may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of licence on execution of fresh deed of Agreement by such legal heir.

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

22) The contractor has to supply khaki uniform in respect of male workers and green uniform in respect of female workers engaged by him and identity plates also to the workers. No worker be

allowed without identity plate and uniform. The workers should contact the supervisor on duty at Office / Depot / Bus Station before and after spell of his / her duty and furnish the position from time to time.

#### **MINIMUM WAGES:**

23) a) The contractor has to pay the Minimum wages as fixed by the Commissioner of Labour to the persons engaged by him. He/ firm is responsible for any objections, disputes raised either by Labour Department or the workers on any payments to be made to the workers and on any penalties levied by the Government.

b) The contractor shall ensure deduction of PF contributions from the wages of the persons engaged by him together with matching contributions of the employer (contractor) along with administrative and inspection charges at the rates prescribed by the Govt. from the time to time and remit to the Secretary, TSRTC PF (Trust), Hyd. If the tenderer is in possession of Code No. allotted by the Regional Provident Fund Commissioner, he shall remit the PF deductions to the respective RPF under intimation to the Licensor and he need not remit the PF deductions to TSRTC PF (Trust). Preference will be given to the Tenderer possessing licence obtained from Labour Department and Code No. allotted by RPF.

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

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

24) The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.

25) a) 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 TSRTC the arrangements made by him to fulfill his obligation arising out of this clauses by way on an Insurance Policy.

b) The contractor shall insure the lives of the labour engaged by him for any eventual risks that might crop up in the event of any accident and it shall be the sole responsibility of the Contractor to meet all the claims / compensation for disability / loss of life.

c) Damage to vehicles / property of the Corporation if any caused by the workers shall be recovered from the monthly remuneration / Security Deposit.

#### **MONTHLY REMUNERATION:**

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

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

c) Monthly remuneration will be paid to the contractor by Depot Manager/ Unit Officer by way of "Account Payee Cheque" not negotiable basing on certification given by Station Manager.

d) The monthly bill of the contract amount shall be paid to the contractor only after deduction of the PF amounts from the wages of the persons engaged by him and recovering the matching contribution



(employers share) together with administrative and inspection charges EDLIF, ESI and any other recoveries that are to be made either from the persons engaged by him or from the contractor on the rates prescribed, from time to time, as per the instructions issued in the matter.

e) The contractor shall arrange salaries to the workers engaged by him through "Account Payee Cheque or through "Cash" where Bank facility is not available.

f) The contractor shall remit the PF/ EDLIF amounts in respect of the persons engaged by him to the Regional Provident Fund Commissioner on the Code No. obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly remuneration.

#### **ADHERING TO LABOUR LAWS AND ACTS:**

27) a) The contractor shall adhere to all Labour Acts and Laws in force applicable to the contract work and for any violation of such laws the sole responsibility lies with the licensee.

b) The contractor has to contact the Labour Department and to maintain the Registers as required under Law and as required by the Corporation and the same have to be produced for verification of the inspecting officials.

c) In the event of any statutory authority imposing any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation has got the authority, to keep such amount due to the contractor like remuneration, deposits etc., with it until it is proved to the satisfaction of the Corporation that such penal action are ceased. Such actions may also be reason for termination of contract duly forfeiting Security Deposit.

d) Income tax as per the provisions of I. T. Act and other taxes if any will be recovered from the monthly payment and contractor has to obtain the PAN number from the Income tax department and the same is to be produced.

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

f) The contractor has to obtain the licence from the Licensing Authority under Contract Labour (Regulation and Abolition) Act, 1970 to carryout the work of Sweeping & Cleaning of Bus Station yard, Platforms, Bus Station premises and watering of plants in the contract area in the establishment and submit a copy of the same to the licensor and to the concerned Depot Manager before commencement of the contract.

g) The contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there under from time like payment of Minimum wages, PF, EDLIF, ESI, etc., as prescribed by the State Government from time to time and submit the proof of compliance along with the monthly bill to the Corporation all the claims, damages for compensation under the provisions of all Laws and acts pertaining to the Labour.

#### **IMPOSING OF PENALTY:**

28) a) If any complaints are received from the passengers on improper maintenance of contract area, misbehavior of the labour engaged by the SSO with the passengers or with the employees of the Corporation or for breach of terms and conditions of the agreement, the SSOs/ NGOs /VOs/ NPMOs are liable for payment of penalty as furnished hereunder.

S.No	Type of Bus Station	Amount of penalty to be imposed
1	Major & A-Class	Rs.1000/- on each occasion upto 3 times



2	'B' Class	Rs. 500/- on each occasion upto 3 times
3	'C' Class	Rs. 200/- on each occasion upto 3 times

b) The penalty will be deducted from the monthly remuneration or from the Security Deposit as the case may be. In case, the amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the contract is liable for termination duly forfeiting the Security Deposit.

c) This Clause does not stand as a bar for implementing the Clause of "termination of contract for improper maintenance".

d) 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 licensor. The licensor shall have the right to recover such amounts towards the damages caused from the monthly remuneration or Security Deposit of the contractor.

29) The Right given under the contract area not transferable.

30) In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, TSRTC shall be final.

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

32. a) The Management reserves the right to reject any or all tenders without assigning any reason. The Management also reserve 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 etc.,

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

c) During the agreement period, the Licensor is at liberty to alter/ modify/ add/ delete any of the condition(s) of the agreement in the interest of the Corporation.

d) The Corporation reserves the right to terminate the contract without assigning any reasons during any time of the contract period by giving one month advance notice.

33. The contractor shall change the workers, found incompetent by the Supervisor / Unit Officer concerned and engage fresh workers with the prior approval of Depot Manager.

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

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

36. If any worker absents himself on a particular day, corresponding amount will be deducted from the contractor and such money can be utilized by the Corporation to engage a daily wage labour from the market and complete the work.

37. A monitoring committee will be appointed at the Central Level and at the Unit level to review the maintenance work from time to time. The committee will inspect the Bus Station complex periodically and meet atleast once in three months to make suggestions for improvement. The suggestions made by the committee will be implemented by the Contractor. The Committee at Unit level comprising Regional Manager, KHAMMAM, Divisional Manager/URBAN/RURAL, Depot

Manager concerned and maintenance In charge of the contractor will inspect the complex periodically. The decision of the Regional Manager shall be final on any dispute arising at this level.

38. The Corporation 'or' its representatives shall have the right to inspect the said Bus Station complex during contract period and issue such orders and direction in inspection book to be maintained in the complex as is considered necessary in conformity with the agreement. The contractor shall ensure that such orders are complied with promptly. If the premises is found in unhygienic conditions 'or' on the public complaints on the uncleanliness of the Bus Station premises / Toilets, the Corporation 'or' its authorized representatives is authorized to levy penalty on each occasion as stipulated.

39. The Licensor shall have the right to terminate the licence if in its opinion the contractor is doing any business detrimental to the interest of the Corporation.

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

41. The contractor shall be liable for all the claims that may arise under the provisions of Workmen Compensation Act and Labour legislation. In all disputes, and doubts or interpretation of the clauses or conditions applicable to the contractor or otherwise, the decision of the Licensor shall be final.

42. On expiry of the period of the contract or on its termination, as the case may be the contractor shall deliver vacant possession of the premises intact to the licensor at 17.00 Hrs on the last day of the contract.

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

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

43. The licensor shall not take any responsibility for any bundhs / strikes by the State / Central Governments / TSRTC employees etc., and the contractor shall have no right to claim any compensation or reimbursement of loss etc.,

44. Any matter not covered in the above terms and conditions will be mutually settled by the Parties in the Memorandum of Understanding. The MOU will between the representatives of the Contractor / his authorized representatives and licensor.

45. Any dispute amongst the parties arising out of the MOU shall be referred to Vice Chairman and Managing Director of the Corporation whose decision shall be final and binding to both the parties.

46. No Tenderer can quote value less than the minimum value of work. The Tenderer who holds PF,ESI Code and valid labour license under Contract Labour (Regulation & abolition Act, 1970) and the tenderer with at least ONE year of registration of Firm and experience for the same & similar nature of work (like provision of man power) with the appropriate authority will be given preference.

47. Tenderers, those who purchased the Tender Form, has only to submit the tender form, other-wise the tender will be rejected. The tenderers has to enclose a copy of their PAN CARD.



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

**SIGNATURE OF TENDERER**