

**e-procurement tender notification No:C3/437(14G)/2016-OPD(M&C),
DT:25.03.2018**

TENDER ID-39377



TELANGANA STATE ROAD TRANSPORT CORPORATION

**E-TENDER DOCUMENT FOR APPOINTMENT OF
ZONE WISE SERVICE PROVIDERS(FOR KRMR
ZONES) FOR DISPENSING FUEL, OTHER ALLIED
PRODUCTS SALES AND OTHER RELATED
ACTIVITIES INCLUDING DAY TO DAY OPERATION
AND MAINTENANCE OF FUEL OUTLETS OF TSRTC**

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

Website: <http://www.tsrtc.telangana.gov.in>

<https://tender.telangana.gov.in>

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 (TSRTC) 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 the Corporation, 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 the Corporation 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/her 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. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Corporation, 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 any way in this Tender Stage.

Signature of the tenderer.

e-tender details

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE MD, OPD(M&C) WING, BUS BHAVAN
3.	Tender Number	No.C3/437(14G)/2016-OPD(M&C) dated 24.03.2018
4.	Tender Subject	DISPENSING FUEL, OTHER ALLIED PRODUCTS SALES AND OTHER RELATED ACTIVITIES INCLUDING DAY TO DAY OPERATION AND MAINTENANCE OF KRMR ZONE WISE FUEL OUTLETS OF TSRTC
5.	Period Of Contract	Five years + extendable 2 years subject to satisfactory performance
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Two Bid System Open
8.	EMD	Bidders should submit the EMD as under: Karimnagar Zone: Rs.1 Crore(Rupees One Crore only) The Bidder shall submit the Earnest Money Deposit in the form of Bank Guarantee, pledged in favour of FA & CAO/TSRTC as a part of his/her tender from any nationalized bank as well as from Scheduled Banks except Co-operative & Foreign Banks. The bank guarantee should be valid for a period of one year from the date of opening of Technical bid i.e., from 17.03.2018. Tenders without EMD shall be rejected as being non responsive.
9.	Tender document Process Fee	Rs. 10,000/-+18% GST
10.	Tender document Process Fee Payable To	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	Bid submission starting date and time	25-03-2018 at 11.00am

12.	Bid submission closing date and time	16-04-2018 at 05.00pm
13.	Hard copies submission date and time	17-04-2018 from 11.00am to 02.00pm
14.	Submission of Bank Guarantee towards EMD	SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF THE BIDS
15.	Technical Bids Opening Date	17-04-2018 at 03.00 pm
16.	Commercial Bids Opening Date and Time	26-04-2018 at 03.00 pm
17.	Place Of Online Tender evaluation	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	Chief Traffic Manager & Director (Central Projects), TSRTC
19.	Contact Person	Chief Traffic Manager (M&C) & DIR(CP)
20.	Address/E-mail id	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad. ctmmnc@tsrtc.telangana.gov.in
21.	Contact Details/Telephone, Fax	9959225400 040-27616078
22.	Procedure to Offer Submission	The Bidders shall submit their response through Bid submission to the tender on e -Procurement platform at www.tender.telangana.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place

<https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement 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 eProcurement 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.

1. Registration with eProcurement platform:

For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or <https://tender.telangana.gov.in>.

2. Digital Certificate Authentication:

The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the eProcurement platform

3. Submission of Hard Copies:

After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process fee to the Tender Inviting Authority and other uploaded

documents before stipulated time. 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 summarily 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.

4. Payment of Transaction Fee:

It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s. Telangana Technological Services, the service provider through "Payment 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 to Telangana Technological Services shall be applicable.

5. Tender Document:

The Bidders are requested to download the Tender

		<p>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 ignored. 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>6. Bid Submission Acknowledgement:</p> <p>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 eProcurement 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 (Telangana Division) are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

HOW TO APPLY

- Click a <https://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 upload 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

1ST Floor, Ramky Grandiose, Sy, No.136/2 & 4,

Gachiwli

Hyderabad-500032

Telangana State, India

Ph: +91-40-39999700/ 701/ 704

E-Mail: contact@vupadhi.com

**Details of e-procurement tender notification no:C3/437(14G)/2016-
OPD(M&C), Dt.25.03.18**

- a) The tender is for appointment of KRMR Zone wise Service Provider for dispensing Fuel, other allied products sales and other related activities including day to day operation and maintenance of Fuel Outlets of TSRTC.
- b) 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.
- c) Corporation 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.

TERMS AND CONDITIONS OF THE TENDER

General

1. 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 the 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.
2. The Tender must be submitted in the prescribed Tender Form along with requisite EMD and Tender document process fee.
3. 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.
4. **Any person/Agency/Organization, who/which was a licensee to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing licensee who defaulted in payment of license fee equivalent to 6 months and above in the present license on the date of submission of this tender, is disqualified from participating in this Tender.**
5. The tenderer shall also submit DD for an amount of Rs.10,000/- (Ten thousand Rupees only) towards Tender document Process fee.
6. **Earnest Money Deposit**

The Earnest Money Deposit is to be furnished as under:
Karimnagar Zone: Rs.1 Crore(Rupees One Crore only)

Signature of the tenderer.

The Bidder shall submit the Earnest Money Deposit in the form of Bank Guarantee, pledged in favour of FA & CAO/TSRTC as a part of his/her tender from any nationalized bank as well as from Scheduled Banks except Co-operative & Foreign Banks. The bank guarantee should be valid for a period of one year from the date of opening of Technical bid i.e., from 17.04.2018. Tenders without EMD shall be rejected as being non responsive. The Bank Guarantee has to be scanned and uploaded online. The EMD in the form of Bank Guarantee, of the unsuccessful tenderers will be returned only after finalization of Tenders. 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.

7. The EMD of the tenderer will be forfeited under the following circumstances.
 - (a) When the EMD is less paid than what is stipulated in 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 a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
 - (g) When the Tender form is submitted by the person as stated vide clause 4 above.
 - (h) When the tender form is rejected as per the clause 11.
 - (i) When the successful tenderer fails to furnish Bank guarantee (other than EMD) within 30 days from the date of issue of letter of allotment of 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.

Submission of Tender:

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

Signature of the tenderer.

9. If the tenderer finds discrepancies in tender document and its conditions or if he/she is in doubt as to their meaning, he/she should at once intimate and obtain clarification prior to submission of the tender.
10. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.
11. The tender form shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted online on the **due date and time**.
Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
12. Documents required for qualification:
 - a. A Demand Draft for Rs. 10,000/-(Ten thousand Rupees only)+18% GST towards tender document process fee.
 - b. Zone wise Bank guarantee towards EMD as below:

Karimnagar Zone: Rs.1 Crore(Rupees One Crore only)
 - c. Application form duly filled and signed as indicated at **Annexure-III**.
 - d. 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.
 - e. Photo Id in case bidder is an individual
 - f. Self Attested copy of PAN/TAN card, VAT registration and GST registration of the Tenderer.
 - g. A certificate, in original, from a Chartered Accountant on the turn over for the immediate preceding three consecutive years reference years shall be submitted. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 years shall be submitted. The tenderer's average annual turnover from business should be more than Rs.5 Cr in any one year of the preceding three consecutive years .
 - h. IT/ Returns duly filed for the preceding immediate three consecutive years with computation details.
 - i. Articles of Association / Memorandum of Association(in case of registered companies), Bye laws and certificates for registration(in case of registered co-operative societies), Registered Partnership deed(in case of partnership firm), relevant Registration Certificates/ Deeds(in case of individuals/Proprietorship).
 - j. Power of Attorney/Authority Letter to sign the Tender Document as applicable.
 - k. The tenderer should be a sole proprietorship/ registered Firm/partnership firm/registered Cooperative Society/Company incorporated under Companies Act, in any business, for not less than 3 years ending 2016-17(Financial Year).
 - l. Any other document required as per the tender conditions
13. The tender must be unconditional. Conditional offers will be summarily rejected.

Signature of the tenderer.

14. Amendment of e-tender Document: At any time prior to the Proposal Due Date, Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the e-tender Document. Any modification thus issued will be informed to all the prospective bidders by notifying on Corporation website as well as e-tender website. Such modification will be binding upon all bidders participating in e-tender process.
15. **Financial Bid:** The tenderer shall upload Financial Bid through e-procurement website only. No other format/proforma shall not be accepted.

Period of Contract:

16. The Contract will be given to the Lowest bidder (L1 bidder) for a period of Five years extendable by two years subject to satisfactory performance.

Eligibility/Qualification Criteria:-

17. Eligibility: The participants in e-tender shall be a sole proprietorship/ registered Firm/ partnership firm/ registered Cooperative Society/ Company incorporated under Companies Act and produce relevant registration certificate accordingly.
18. Further, to be eligible to participate in this e-tender, the intending bidder must have average annual turnover from business more than Rs. 5 crores in any one year of the FYs 2014-15, 2015-16 and 2016-17.
19. Income Tax: IT returns filed for previous 3 immediate years with computation details.
20. **Criteria for Selection:** The tenderer who quotes the **lowest service charges expected to be paid by the Corporation** on the current margin per litre in HSD and MS will be awarded the contract. If more than one qualified Service Provider quotes equal amounts, the tender committee will negotiate with the bidders and make recommendations for the allotment to the competent authority.
21. **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 within the Zone. 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.

Signature of the tenderer.

- iv. Corporation shall not be liable for any mistake or error or neglect by the Tenderer in respect of the above.

Opening and Evaluation of Tenders:

22. The Tenders will be evaluated online at the Corporate Office at 03.00 P.M., on 17.04.2018 for technical evaluation and price bids will be evaluated online at 03.00 pm on 26.04.2018.
23. In the event of the date specified for evaluation of tender being declared as a holiday for TSRTC's office, the due date for submission of hard copies and evaluation of tenders will be the following working day.
24. The contract will be awarded to the lowest quoted tenderer on the basis of lowest service charges quoted for Zone wise, after negotiations and recommendations made by Tender Committee constituted for this purpose.

Note: Even though the tenderers meet the requirements, they are subject to be disqualified at any stage if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements / qualification.

Tender Evaluation Committee

25. The Tender Evaluation Committee constituted by the Corporation shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
26. The committee have the authority to review and take decision for finalisation of the Contract allotment, in case of previous default history in such business by the participating bidder.
27. Any approach from the tenderer's representative or his Contractor, trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Amendment of Tender Document:

33. At any time prior to the deadline for submission of proposals, Corporation 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 issued by the Corporation will reflect in the www.tender.telangana.gov.in / www.tsrtc.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

28. As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into an agreement with the Corporation within 30 days from the date of issue of letter of allotment of the contract.

Termination of tender process

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

UNDERTAKING: I/we have gone through the e-tender Documents and accepted all the terms and condition of the e-tender and bound by the conditions given in the document as well as scope of work.

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

Seen and accepted.

Signature of the tenderer.

GENERAL AGREEMENT CONDITIONS OF THE CONTRACT

1. Nature of Contract

- a. To provide services for dispensing **FUEL, OTHER ALLIED PRODUCTS SALES** and other related activities including day to day operation and maintenance of KRMR Zone wise fuel outlets of TSRTC(at specified locations in Annexure-II).

Note: [The list of the outlets is indicative only. The allotment of operation of outlets would be subject to obtaining NOC for the outlet specified. All the outlets will commence at different dates as all the outlets specified are in the process of obtaining NOC and construction of the fuel Outlets will take time. The entire process of completion of commencement of all the outlets notified may take a period of 18 months to 24 months. The Service Provider shall commence the operation of the fuel outlets in phased manner as intimated to him by the Corporation from time to time].

2. Period of Contract

The period of contract is for 5 (Five) Years extendable by 2 years with a lock in period of 1(one) year. The operation of the fuel outlets would be in phased manner subject to obtaining NOC. Separate Agreements will be entered outlet wise for the Zone. However, the period of the Contract would be coterminous with the initial outlet, for all the outlets irrespective of when they will commission during the 5 years period.

3. Evaluation of contract:

- a. The tenderer shall quote the service charges expected to be paid by the Corporation per liter of HSD and MS (separately) indented and for operation and maintenance of Zone wise Fuel Outlets keeping in view of the current margins that is given by Oil Marketing Companies (PSUs).
- b. The quote shall be exclusive of taxes.
- c. The contract shall be allotted to the tenderer who quotes the lowest service charges expected to be paid by the Corporation on the Current margin per liter in HSD and MS. If more than one qualified Service Provider quotes equal amounts, the tender committee will negotiate with the bidders and make recommendations for the allotment to the competent authority.

Signature of the tenderer.

- d. The tenderer shall assess the expenses/potential of the outlets within the zone. The volumes mentioned against each outlet(**Annexure-II**) 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.
- e. The illustration for evaluation of successful bidder is given hereunder:

Tenderer	Zone			
	MS	HSD	TOTAL	
A	2.01	0.35	2.36	L2 in Zone
B	1.35	0.95	2.30	L1 in Zone
C	1.75	0.65	2.4	L3 in Zone

Tenderer B is L1. Negotiations to be done with Tenderer B to match the rate of HSD with that of A.

- f. The agreed service charges by the successful tenderer shall remain unchanged for a period of 3 years from the date of entering into initial agreement. After successful completion of 3 yrs from the date of initial agreement, the Service Provider may make a request for enhancement of Service charges, if any with full justification.

The Corporate office will examine the request made by the Service Provider for enhancement of Service charges in the light of justification and take a decision. The enhancement in Service charges if any, approved by the Corporate Office, will be allowed only once in entire Contract period(including extension period of 2 years if made, after initial agreement period of 5 yrs) prospectively from the date of decision taken and communicated.

The decision taken by the Corporation in this regard shall be binding on the Service Provider.

4. Eligibility Criteria

- a. The tenderer should be a sole proprietorship/ registered Firm/partnership firm/registered Cooperative Society/Company incorporated under Companies Act, in any business, for not less than 3 years ending 2016-17(Financial Year).
- b. The Tenderer's average annual turnover from business should be more than Rs 5 Cr in any one year of the immediate preceding three years viz. 2014-15, 2015-16, 2016-17. A certificate, in original, from a Chartered Accountant on the turn over for the reference years shall be submitted. Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor for 3 years shall be submitted.

Signature of the tenderer.

- c. The tenderer should be registered with the Central Excise department and furnish the GSTIN no. and should have been registered with Income Tax, and other statutory bodies.
- d. Should produce Articles of Association / Memorandum of Association(in case of registered companies), Bye laws and certificates for registration(in case of registered co-operative societies), Registered Partnership deed(in case of partnership firm), relevant Registration Certificates/ Deeds(in case of individuals/Proprietorship).
- e. **The Service Provider has to upload the following copies of certificates along with technical bids.**

- i. The Service Provider should be a sole proprietorship/ registered Firm/ partnership firm/ registered Cooperative Society/ Company incorporated under Companies Act and produce relevant registration certificate accordingly.

- ii. The bidder shall submit EMD as under :
 - o Karimnagar Zone alone : Rs 1 crore

EMD shall be submitted in the form of Bank Guarantee, pledged in favour of FA & CAO/TSTRC, as a part of his/her tender from any Nationalized Banks as well as from Scheduled Banks except Co-operative & Foreign Banks (format of the BG is at **Annexure-I**). The bank guarantee should be valid for a period of one year from the date of opening of Technical bid i.e., from 17.04.2018.

The EMD in the form of Bank Guarantee of the successful tenderer will be retained by the Corporation as Security Deposit for the entire period of contract. The Service Provider shall submit the new Bank Guarantee with validity for the remaining contract period, at least 30 days prior to the expiration of the previous Bank Guarantee. The Bank guarantee shall be furnished (towards Security Deposit) in addition to outlet wise Bank Guarantees notified in the tender document.

- iii. GST Registration

- iv. Pan Card

- v. Turn over details of last 3 financial years ending Financial Year 2016-17, certified by a CA, supported by a Copy of Profit and Loss Account and Balance sheet duly certified by the Auditor with stamp/name & membership no.

- vi. VAT registration

- vii. IT Returns for 3 Assessment years ending Financial year 2016-17 with statement of Calculations of Income.

- f. The Successful tenderer is required to submit a valid labour license from the competent Authority under the provisions of the Contract Labour (Regulation and Abolition Act, 1970) and Rules, 1971. The successful tenderer shall submit the ESI Registration & EPF Registration before commencement of the contract.

Signature of the tenderer.

5. 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.
- e. The Successful tenderer shall commence the operation of fuel outlets within **30** days of allotment of each outlet by TSRTC. 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 after initial allotment, the entire EMD will be forfeited and CORPORATION reserves the right to get the work done through alternate sources.
- f. The successful tenderer shall operate all the allotted fuel outlets of the zone. The Service Provider shall not be permitted to withdraw from operation of any allotted fuel outlet of the Zone.
- g. If the Service provider who is already operating and maintaining some of the fuel outlet/s, fails to commence the operation of the subsequent outlets within 30 days of allotment of each of the outlet, then a penalty of Rs.10000/- (Ten thousand) per day will be levied for a period of 7 days . After that the Corporation shall have the right to cancel the allotment of all the fuel outlets and terminate the Agreements of all the outlets which were already commissioned, duly invoking the Bank guarantee which is available as Security Deposit and all the Bank Guarantees of all the commissioned outlets without any further notice.

Signature of the tenderer.

- h. 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.
- i. 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.
- j. 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.
- k. 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 V**) 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. The Service Provider shall ensure payment of mandatory wages through e-payment and maintain necessary records, failing which the penalties will be levied as per provisions of amended MDG.
- l. **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.**

Signature of the tenderer

- m. **If any employee engaged at any Retail Outlet(allotted) does not have Bank account, the same shall be opened.**
- n. **The Service Provider shall keep the following details 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:**

MONTH:					
SL.NO.	NAME OF THE EMPLOYEE	AMOUNT OF SALARY PAID	NAME OF THE BANK	ACCOUNT NO.	DATE ON WHICH SALARY PAID

- o. The Service Provider shall be responsible for proper upkeep, cleanliness and house-keeping of the outlet.
- p. The Service Provider shall ensure quarterly guaranteed sales (as per the Annexure-II) within three months of operation of fuel outlet.

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

SL No.	Projected Volume Per Month	Incentive	Comments
1	Upto 70%	NIL	
2	Beyond 70% and $\leq 100\%$	Rs 80/- per KL	Rs 80/- per KL on volume above 70%
3	Beyond 100% and $\leq 125\%$	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%

- q. 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
- r. 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.
- s. 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.

Signature of the tenderer

- t. The Service Provider is solely responsible for the safety of the persons engaged by him/her for operation and maintenance of Fuel Outlets.
- u. Electricity, Water, maintenance of all tools and equipment and other expenses for running the retail outlet shall be borne by Service Provider.
- v. The Service Provider shall follow the instructions issued from time to time by the Oil 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 followup 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.
- w. 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 V)
- x. 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.
- y. To arrange for effective operation of air/water and other customer oriented facilities.
- z. To check the dispensing pumps to ensure delivery of correct quantity of MS & 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 W&M 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.
- aa. 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. TSRTC 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.

Signature of the tenderer

- bb. Quality control equipment i.e., Hydrometer, Thermometer and Measuring Jar as well as quantity measuring equipment like Weights & Measures duly calibrated and stamped 5 liter measure jar should always be maintained in good condition.
- cc. 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 entire Retail outlet premises in all respects especially while handling receipt and dispensing of petroleum products(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
- dd. To maintain the quality of MS and HSD as specified by the concerned Oil Companies.

6. Procedure for placing indent to the oil company

- i) Upon receiving notice of completion from Oil Company, the Corporation will allot the fuel outlet and the Service provider will place indent for 4 KL MS and 4KL HSD , which is required for testing and stamping purpose. These activities may take atleast 15 days before the Oil Company hands over the retail outlet for regular operation. No claim of whatsoever will be admissible for delay, if any, beyond these 15 days.
- ii) For the further requirement of oil, indent for the fuel for all the outlets 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 indented volume of the product to the **designated account of the Corporation**, which is at RSP for MS / HSD along with the indent placed through mail on the same day. Corporation inturn will make payment to the Oil Company for the required indents.
- iii) 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.
- iv) Any delay in transfer of Amount to the Corporation Account is the responsibility of the tenderer. Any penalties or additional charges imposed by Oil Company for delay of payment shall be borne by the tenderer. **The Service Provider shall ensure that the outlet should not go dry for want of placement of indent. There has to be smooth operations of all the Fuel Outlets.**
- 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.

Signature of the tenderer

- vi) Since the number of outlets are scattered across the zone(s), the service provider shall provide a centralized office for smooth handling of the activities. Corporation will interact with the centralized office. At least one responsible person shall be available in the centralized office 24 X 7.
- vii) The Service Provider shall operate POS machines at the outlets for the cashless transactions.

7. 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 irrespective of commencement of all the outlets.
- b. **Bank Guarantee:** The Service Provider shall have to offer Bank Guarantee as per the value notified in the advertisement (as per Annexure II), 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 the fresh Bank Guarantee shall be submitted within a month with 25 months validity failing which the extension will be cancelled. The successful bidder shall furnish outlet wise separate Bank Guarantees.
- 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 duly paying applicable stamp duty 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.

8. 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 of initial outlet. 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 .

Signature of the tenderer

9. 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 production of documentary evidence with a summary statement 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.
- d. Payment will be made within 10 working days of submission of bills.

10. 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.
- 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 all statutory provisions.
- f. The Service Provider shall comply 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.

Signature of the tenderer

- 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.
- 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.
- 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 indemnified the corporation 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 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.

Signature of the tenderer

- 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.
- p. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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.
- u. 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

Signature of the tenderer

been contaminated. The officials of the Corporation, has 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.

- v. 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.
- w. 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.
- x. The Service Provider shall ensure working condition of the inflation point.
- y. 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.
- z. 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.
- aa. 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.
- bb. 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.
- cc. 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).
- dd. 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 filing etc., to the consumers in accordance with the general instructions given or laid down by the corporation from time to time.
- ee. 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

Signature of the tenderer

ff. Insurance during the Operations Period:

Service Provider shall at all times and from time to time at his/her own cost and expense take out adequate and proper insurance from a well reputed Insurance Company against all risks including third party risks to persons and properties, fire and explosion risk, workmen's compensation and injury policy and/or loss or damage to product either in the underground storage tanks and/or in the Motor Vehicles/delivery vehicles within the Retail outlet premises due to any cause, whatsoever and shall keep all such insurance policies valid at all times. As and when called upon to do so by Corporation, Service Provider shall produce such Insurance policies and the renewals thereof for inspection and verification by the Authority concerned."

11. Termination for default

1. The entire 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(s) within the time period(s) 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 any or subsequent fuel outlets 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.
2. The entire contract is liable to be terminated without any notice if the Service Provider resorts to the following critical irregularities.
 - i. Adulteration of MS/HSD 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.

Signature of the tenderer

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.

12. 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.10000/- on each occasion.
- b. Complaints on quality of service, if found correct, the corporation is at liberty to levy penalties, up to a maximum of Rs.10000/- on one or two occasions.
- c. 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.

13. Termination of Contract:

The entire contract can be terminated by either party by giving three month's notice in advance. If the Service Provider fails to give three month's 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. However, the Service Provider shall not be permitted to withdraw from operation of only single or any selected fuel outlets of the Zone.

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.

Signature of the tenderer

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.

14. 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.
- 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.

15. Indemnity

- i. The Service Provider shall indemnify CORPORATION of all legal obligations of their outsource personal 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.

16. Force Majeure

- a. Force majeure clause will mean and be limited to the following in the execution of the contract placed by CORPORATION:
 - I. War / hostilities.
 - II. Riot or Civil commotion.
 - III. Earthquake, flood, tempest, lightning or other natural physical disaster.

Signature of the tenderer.

- IV. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the Service Provider.
- b. The Service Provider will advise CORPORATION in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majored conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majored, CORPORATION reserve the right to cancel the order without any obligation to compensate the Service Provider in any manner for what so ever reason.

17. 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.

- 18.** The Managing Director of the Corporation reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The 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 Managing Director 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 Managing Director 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.

19. Disclaimer

- a. The volumes shown are only projections and that the Service Provider has to make his/her own assessment about the potentiality of the outlet. No claims of whatsoever will be entertained on non materialization of volumes.
- b. The commencement of all the fuel outlets is subject to obtaining NOCs. No claims of whatsoever reason will be entertained on non commencement of the said fuel outlets.

Signature of the tenderer

- c. 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 potentiality of the business and all the information provided by Corporation, and has
- d. 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.
- e. 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.

FORMAT FOR BANK GUARANTEE FOR - EARNEST MONEY DEPOSIT

This deed of Guarantee made on day of Month & Year by Name & Address of the bank(hereinafter called the "GUARANTOR") on the one part, on behalf of M/s Name & address of the TENDERER (hereinafter called the "TENDERER")) in favour of FA & CAO/ TSRTC(hereinafter called "TSRTC") on the other part, on the following terms and conditions.

Whereas the Tenderer is submitting its tender for **Operating And Maintaining Retail Fuel Outlets of TSRTC** of KRMR Zone and this guarantee is being made for the purpose of submission of Earnest money deposit with the tender document.

Know all people by these presents that the GUARANTOR, hereby undertake to indemnify and keep TSRTC indemnified up to the extent of Rs _____ (_____only) during the validity of this bank guarantee and authorize TSRTC to recover the same directly from the GUARANTOR. This bank guarantee herein contained shall remain in full force and effect till the expiry of its validity or till any extended period (if extended by the bank on receiving instructions from Tenderer). The liability under the guarantee shall be binding on the GUARANTOR or its successors.

Whereas the GUARANTOR further agrees that their liability under this guarantee shall not be affected by any reason of any change in the offer or its terms and conditions between the TENDERER and TSRTC with or without the consent or knowledge of the TENDERER.

Whereas the GUARANTOR further agrees to pay guaranteed amount hereby under or part thereof, on receipt of first written demand whenever placed by TSRTC during the currency period of this guarantee. The GUARANTOR shall pay TSRTC immediately without any question, demure, reservation or correspondence.

Whereas the GUARANTOR hereby agrees not to revoke this guarantee bond during its currency period except with the previous consent of TSRTC in writing.

Notwithstanding anything contained herein -

- 1 Our liability under this bank guarantee shall not exceed Rs.
- 2 This Bank guarantee shall be valid up to
- 3 We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only against the written claim or demand on or before

Sealed with the common seal of the bank on thisday of Month and Year

(Signature and seal of the bank)

STATEMENT SHOWING THE DETAILS OF LOCATION WISE PROJECTED VOLUMES and BANK GUARANTEE					
S.No	zone	Location name	Approx vol in KL(MS) per month	Approx vol in KL(HSD) per month	Location wise Bank Guarantee (in Rs.)
1	KRMR	Basara Bus station	18	60	1440000
2		Bazar Hatnoor B/s	30	60	1440000
3		Indravelli	38	75	3342000
4		Khanapur Bus station	60	90	1440000
5		Lokeshwaram	30	100	3342000
6		Mudhole Bus station	45	75	1440000
7		Nirmal	70	120	3342000
8		Nurnoor	30	100	3342000
9		Utnoor B/s	80	150	3342000
10		Asifabad	50	100	3342000
11		Chennur	70	150	3342000
12		Kagaznagar	40	100	3342000
13		Wankidi Bus station	18	225	1440000
14		Kalluru	30	120	3342000
15		Karepally X road	30	100	3342000
16		Nelakonapally	30	100	3342000
17		Burghampad	30	120	3342000
18		Kothagudem	100	200	3798000
19		Manuguru B/s	30	120	3342000
20		Chandrugonda B/s	23	113	1440000
21		Jagtial new busstand	50	100	3342000
22		Korutla Bus depot	60	90	1440000
23		Karimnagar Depot	100	150	3342000
24		Karimnagar W/S	100	150	3798000
25		Kataram-1	30	70	3342000
26		Peddapally Bus station	60	90	1440000
27		Bhiknur	20	80	3798000
28		Bhirkur	20	100	3798000
29		Bichkunda	40	110	3798000
30		Domakonda B/s	30	100	3342000
31		Lingampet B/s	38	75	1440000
32		Machareddy B/s	45	90	1440000
33		Madnoor B/s	30	120	3342000
34		Nagireddipet B/s	30	120	3342000
35		Indalwai B/s	38	75	1440000
36		Armoor B/s	40	90	3342000
37		Darpally B/s	30	120	3342000
38		Dichpally	30	80	3798000
39		Velpur B/s	20	80	3342000
40		Yedapally	30	90	3798000
41		Bodhan	50	70	3342000

42	Janakampet	20	80	3342000
43	Kotgiri	20	80	3342000
44	Renjal Bus station	38	75	1440000
45	Navipet	30	90	3798000
46	Danthalapalli	30	120	1440000
47	Gudur	50	150	3342000
48	K.Samudram	50	150	3342000
49	Korivi	30	70	3342000
50	Mahabubabad	100	200	3342000
51	Cherial Bus station	54	108	1440000
52	Dharmasagar B/s	18	54	1440000
53	Eturunagaram	40	150	3342000
54	Hanumakonda	100	80	3342000
55	Jangaon	80	140	3342000
56	Komaravelli	40	120	3342000

Signature of the tenderer.

TELANGANA STATE ROAD TRANSPORT CORPORATION

Affix latest
pass port
size photo
with Self
Attestation

To
The C T M(M&C) & DIR(CP),
T.S.R.T.C, Bus Bhavan,
Mushirabad,
Hyderabad-624,
Telangana.

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 KRMR zone fuel outlets of TSRTC – Reg.

Ref: e-tender Notification No.C3/437(14G)/2016-OPD(M&C), dt:25.03.18.

-oOo-

I hereby submit Tender for dispensing fuel, other allied products sales and other related activities including day to day operation and maintenance of zone wise fuel outlets of TSRTC, 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 above terms and conditions of the tender schedule and participating in the tenders.

Encl: Tender form

Place:

Yours Sincerely,

Date:

(SIGNATURE OF THE TENDERER)

Address:

Tender Application Form

To
The C T M(M&C) &DIR(CP),
T. 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 Krmr Zone fuel outlets of TSRTC – 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 :
particulars

9) VAT Registration :_____

10) GST Registration:_____

11) Annual Turnover in Crores: _____

12) IT Returns for 3 assessment years ending FY 2016-17:

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 Krmr zone wise fuel outlets of TSRTC 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 Krmr zone wise fuel outlets of TSRTC 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

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