

APPLICATION FORM

TELANGANA STATE ROAD TRANSPORT CORPORATION

To
The REGIONAL MANAGER,
TSRTC – RANGAREDDY REGION
MGBS, HYDERABAD.

Sir,

Sub:- **TENDERS**:-Submission of application for allotment of Stall No. ____ at _____
Bus Station through Manual – Reg.

Ref:- -Tender Notification No. P4/797(1-Manual)/2024-RR, Dt:11.03.2024.

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I hereby submit my application in the prescribed format to participate in the Manual of vacant stalls/Spaces. I read all the Terms and Conditions supplied along with the application Form thoroughly and understood the full content.

Further, I hereby agree to abide by the Terms and Conditions stipulated by the Corporation from time to time during the operation of my business on awarding the Licence for the same.

Yours faithfully

DATE:

(SIGNATURE OF THE **APPLICANT**)

FULL NAME: _____

PERMANENT ADDRESS: _____

(with proof of adhaar card) _____

CONTACT NO: _____

Email Adress:_____

TELANGANA STATE ROAD TRANSPORT CORPORATION



AFFIX
PHOTO

APPLICATION FORM TO PARTICIPATE IN MANUAL TENDERS OF STALLS

- 1. NAME OF THE TENDERER : _____
- 2. FATHER'S NAME : _____
- 3. STALL NO. : _____
- 4. NAME OF THE BUS STATION : _____
- 5. NATURE OF BUSINESS : _____
- 6. LICENSE FEE OFFERED PER MONTH : _____
- 7. EMD PARTICULARS: _____ (As per Annexure-I)

AMOUNT	_____
DD NO & DATE	_____
BANK DETAILS	_____

- 8. PROCESSING FEE PARTICULARS: _____

AMOUNT	_____
DD NO & DATE	_____
BANK DETAILS	_____

- 9. FULL ADDRESS OF THE **TENDERER**: _____
(with proof of adhaar card) _____

- 10. AGE OF THE **TENDERER**: _____.
- 11. PAN CARD NO. : _____
- 12. GST NO. : _____

13. I offer the following sureties who have signed here under as sureties.

Sl No.	Name of the Surety	Occupation	Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

GENERAL TERMS AND CONDITIONS:-

1. The statement showing details of Stall Number, Nature of Business, size, Pucca/Open and EMD particulars for which tenders called is kept at **Annexure-I**.
2. The Statement showing the description of items to be sold/services offered is kept at **Annexure -II**.
3. Undertaking for not selling prohibited items in the stall **Annexure-III**.
4. The EMD Amount shall be paid through DD/Banker's Cheque drawn in favour of **Dy.Chief Accounts Officer, TSRTC, Rangareddy Region, MGBS, HYD**.
The Tender Document Cost/Processing fee for each stall are as follows and shall be paid through DD/ Banker's Cheque drawn in favour of **Dy. Chief Accounts Officer, TSRTC, Rangareddy Region, MGBS, Hyderabad**. The EMD amount will not carry any interest.

SL. NO	CATEGORY OF THE BUS STATION	TENDER DOCUMENT COST/PROCESSING FEE
1	B' Class : PARIGI, CHEVELLA & TANDUR	Rs: 750/- + 135(GST) = Rs:885/-
2	C' Class : KULKACHERLA, MOMINPET & NAWABPET	Rs: 250/- + 45(GST) = Rs:295/-

The interested parties may **inspect/visit** the premises before submitting the Manual form. Individual tender form has to be submitted for each Stall/Open spaces etc. In regards to Manual Tenders, the Tender document and other related information can be had through **Website: <https://www.tsrtc.telangana.gov.in/stallsshopsforrent.php> from 15.03.2024 to 02.04.2024.**

5. LICENCE PERIOD:

- a) Stalls/open spaces/Dormitories: The license period shall be (5) five years only.
- b) Canteens in Major/A/B class Bus stations: 5+5(Extended) yrs only.
- c) Canteens in C class Bus stations: The license period shall be (5) five years only.
- d) Two Wheeler/Four wheeler Parking Stands: (4) Four years only.

6. LICENSE FEE ENHANCEMENT:

- a. **Stalls/open spaces/Dormitories at Major, A class, B class and C class bus stations:** The license fee shall be enhanced by 5%, 5%, 10%, 15% in 2nd, 3rd, 4th, 5th year of license over the license fee payable in 1st, 2nd, 3rd & 4th year of license respectively.
- b. **Canteens in Major, A class and B class Bus Stations:** The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year, and 15% in 4th and 5th years (block) over previous year license fee. Further, the license fee will be enhanced by 20% in 6th and 7th years (block) over 5th year, 25% over 7th year license fee for the next 3 years block period, i.e., 8th, 9th and 10th years, if the license period is extended.

- c. **Canteens at C class Bus Stations:** The license fee shall be enhanced by 5%, 10%, 15% & 20% in 2nd, 3rd, 4th 5th year, of licence over the licence fee payable in 1st, 2nd, 3rd, & 4th year of licence respectively.
- d. **Cycle/ Scooter Stands/Parking Space at Major, A class, B class & C class Bus Stations:** The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year and 15% in 4th year of license over the license fee payable in 1st, 2nd and 3rd years respectively.

7. FINALISATION OF TENDERS BY THE COMMITTEE:

- a. The Tender Committee shall meet and finalize the tenders on the date of online evaluation only.
- b. The tender committee shall aim at realizing license fee which shall be reasonable and higher than the earlier realized license fee.
- c. The earlier license fee shall be taken as base price for finalizing all the Contracts. However, in case of premature termination of the contract before completion of minimum period of one year of contract, the tender committee shall analyze the reasons and fix a reasonable base price as per market trends for finalizing the tenders.
- d. The tender committee shall negotiate with the highest bidder wherever necessary to increase the offer. e). If the offer made by the highest tenderer is reasonable & higher than the earlier realized license fee or the rate fixed by the Tender Committee (In case of premature termination before completion of Minimum period of one year of contract), the stall shall be allowed to him/her. If the highest bidder backs out or does not take up license for whatsoever reasons, the tender committee shall forfeit the EMD paid by the tenderer.
- e. In case the offer made by the highest tenderer is less than the earlier realized licence fee or the rate fixed by the Tender Committee in case of premature termination before completion of Minimum period of one year of contract, the tender committee shall negotiate with the highest tenderer to increase the offer. If the highest tenderer expresses his/her unwillingness to increase the offer, the same has to be obtained in writing and EMD has to be refunded.
- f. The tender committee shall negotiate with the second highest tenderer to increase the offer only when the highest tenderer backs out from taking up the license or expresses unwillingness to increase the offer.
- g. If the second highest tenderer agrees to enhance the offer which is reasonably higher than the earlier realized license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the Tender Committee shall allot the stall/stop etc., to the second highest tenderer.
- h. If the second highest tenderer expresses his unwillingness to increase the offer, the same has to be obtained in writing and Tender Committee shall negotiate with the 3rd highest tenderer. If the 3rd highest Tenderer agrees

to enhance the offer and if the offer is reasonable higher than the earlier released license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the stall shall be allotted to him/her.

- i. In case of unwillingness of the 1st /2nd /3rd highest tenderer to increase the offer and /or when there is no response to the 1st tenders, tenders shall be called for the second time.
- j. The entire process of opening tenders and allotment of stalls shall be completed in one month time from the date of publication of tender notification.

Second tenders:

- a) If the offer made by the highest tenderer in the 2nd Tenders is reasonable & higher than the earlier realized license fee or the rate fixed by the Tender Committee (In case of premature termination before *completion of Minimum period of one year of contract), the stall shall be allowed to him/her. If the highest bidder backs out or does not take up license for whatsoever reasons, the tender committee shall forfeit the EMD paid by the tenderer.
- b) In case the offer made by the highest tenderer in the second tenders is less than the earlier realized licence fee or the rate fixed by the Tender Committee in case of premature termination before completion of Minimum period of one year of contract, the tender committee shall negotiate with the highest tenderer to increase the offer. If the highest tenderer expresses his/her unwillingness to increase the offer, the same has to be obtained in writing and EMD has to be refunded.
- c) The tender committee shall negotiate with the second highest tenderer to increase the offer only when the highest tenderer backs out from taking up the license or expresses unwillingness to increase the offer.
- d) If the second highest tenderer agrees to enhance the offer which is reasonably higher than the earlier realized license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the Tender Committee shall allot the stall/stop etc., to the second highest tenderer.
- e) If the second highest tenderer in 2nd tenders expresses his unwillingness to increase the offer, the same has to be obtained in writing and Tender Committee shall negotiate with the 3rd highest tenderer. If the 3rd highest tenderer agrees to enhance the offer and if the offer is reasonable higher than the earlier released license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the stall shall be allotted to him/her.
- f) In case of unwillingness of the 1st /2nd /3rd highest tenderer to increase the offer, tenders shall be called for the third time.

- g) When there is no responses/inadequate response, tenders shall be called for the third time.

Third tenders:

- a) If the offer made by the highest tenderer in the 3rd Tenders is reasonable & higher than the earlier realized license fee or the rate fixed by the Tender Committee (In case of premature termination before completion of Minimum period of one year of contract), the stall shall be allowed to him/her. If the highest bidder backs out or does not take up license for whatsoever reasons, the tender committee shall forfeit the EMD paid by the tenderer.
- b) In case the offer made by the highest tenderer in the third tenders is less than the earlier realized licence fee or the rate fixed by the Tender Committee in case of premature termination before completion of Minimum period of one year of contract, the tender committee shall negotiate with the highest tenderer to increase the offer. If the highest tenderer expresses his/her unwillingness to increase the offer, the same has to be obtained in writing and EMD has to be refunded.
- c) In case the offer made by the highest tenderer in the third tenders is less than the earlier realized licence fee or the rate fixed by the Tender Committee in case of premature termination before completion of Minimum period of one year of contract, the tender committee shall negotiate with the highest tenderer to increase the offer. If the highest tenderer expresses his/her unwillingness to increase the offer, the same has to be obtained in writing and EMD has to be refunded.
- d) The tender committee shall negotiate with the second highest tenderer to increase the offer only when the highest tenderer backs out from taking up the license or expresses unwillingness to increase the offer. If the second highest tenderer agrees to enhance the offer which is reasonably higher than the earlier realized license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the Tender Committee shall allot the stall/stop etc., to the second highest tenderer.
- e) If the second highest tenderer in 3rd tenders expresses his unwillingness to increase the offer, the same has to be obtained in writing and Tender Committee shall negotiate with the 3rd highest tenderer. If the 3rd highest tenderer agrees to enhance the offer and if the offer is reasonable higher than the earlier released license fee or the rate fixed by the Tender Committee (in case of premature termination before completion of Minimum period of one year of contract), the stall shall be allotted to him/her.
- f) In case of unwillingness of the 1st /2nd /3rd highest tenderer to increase their offer and the offer is less than earlier realized license fee, action shall be taken to go for 'AUCTION' as detailed hereunder.

For Auction (4th Tenders):

- a) For allotment of stalls /spaces etc., the tender committee shall take action for display of Auction notification in the Local newspapers and at prominent places like a) Bus stations b) DM"s offices c) Municipal, Gram Panchayath and Mandal offices duly fixing the earlier realized license fee as Base Price and if required, Changing the nature of business to a potential business in the local area. The notification shall be displayed for a minimum period of seven days. For participating in the Auction, the intending persons/firms shall pay entry fee as notified in the form of DD in the name of DY.CAO/AO of the Region, which shall be submitted on the day of conducting Auction from 11.00 a.m. to 2.00 p.m. Auction shall be conducted at 4.00 PM on the same day (as notified).
- b) On the day of Auction, the tender committee shall increase the Corporation"s quote (base price) to receive better offers. And, if the tender committee satisfies that the amount received in auction is reasonable, action shall be taken for allotment of stalls etc., for a period of Five years by obtaining approval of the RM. This process shall be completed within 10 days from the date of Auction.
- c) When the tenderer backs out from payment of Security Deposit within Seven Days from the date of receipt of allotment letter or Fifteen days from the date of allotment letter whichever is earlier.
- d) The EMD is liable to be forfeited if the successful tenderer does not paid the Security Deposit within the stipulated time as mentioned in allotment order.
- e) The EMD amount of un-successful bidder will be refunded after finalization of Tenders, without any interest. The Corporation is not responsible, if the tenders are held up due to litigation in Hon'ble Courts OR any other Administrative reasons

8. ELECTRICITY, WATER CHARGES, MAINTENANCE CHARGES & GST :

- a) Supply of water and electricity to the licensee by the Corporation is subject to availability. The consumption charges shall be paid at the rates fixed by the Corporation from time to time. In case, water is not provided by the licensor, the licensee shall have to make his/her own arrangements for supply of water at his/her own cost.
- b) The digital Electrical sub-meter and other required equipment shall be procured by the licensee at his/her own cost. The licensee shall bear the expenses of electrical wiring from the power point to the stall.
- c) If the meter is not working, the licensee has to get it repaired immediately at his/her own cost.

- d) In case, licensee is allowed to dig Bore well at his/her own cost, the electricity charges for the power consumed by the Bore well motor and maintenance of the same shall be borne by the licensee only.
- e) The licensee shall pay the maintenance charges @ Rs.1.50 per sft. of space allotted per month(as fixed by the Corporation and communicated from time to time) subject to a maximum of Rs.4,000/-.
- f) The licensee shall pay the applicable GST as fixed by the Govt. from time to time(at present the **GST is 18% (CGST-9% + SGST-9%)** along with the License fee at the rate. Any delay in payment of GST will lead to interest and penalty as applicable.
- g) The licensee shall pay all the charges towards maintenance charges, electricity and water supplied by the Corporation on or before 10th of every month along with licence fee and delay in payment will attract penalty @ 36% per annum for each day of delay on the amount payable.
- h) The license fee paid by the licensee on time shall be accounted in seriatim strictly in order of the months for which license fee is payable. The same principle shall be applied for accountal in case of payment of arrears duly adjusting for the in-default cumulative GST first, then the cumulative penal interest and other charges viz., electricity, water, maintenance charges etc., and then, from the remaining balance amount towards the earliest month for which the license has fallen in default and then the next earliest month for which the licensee has fallen in-default and so on in that order.
9. The APPLICANT shall sign on each page of Manual form including terms & conditions, Annexure-I, II & III duly enclosing the requisite DD/Banker's Cheque towards EMD and DD towards Manual document processing fee be kept in sealed cover, failing which EMD amount will be forfeited without any notice or intimation.
10. The Name of the business/stall number for which the tender quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped in the Tender Box kept at RM/RR's Office, 2nd Floor, MGBS, Gowliguda, Hyderabad during the hours from **10.30 am to 02.00 pm** on **03.04.2024**. **Manual Tenders box will be opened on 03.04.2024 at 03.00 pm in the presence of the Applicants/Representatives.**
11. A Minor cannot participate in the Tenders and any such Tender signed by a minor will be rejected treating it as invalid and the EMD will be forfeited.
12. The employees of TSRTC and their family members as defined in TSRTC Employees (Conduct) Regulations are not entitled to participate in Tenders for allotment of Canteens, Pucca Stalls, DOT Stalls, Open Spaces, Dormitories & Two Wheeler Parking, Advertisements Contracts etc. (C3/437(1)/2023-OPD(M&C), dtd.09.02.2023).

- 13.** The Applicant/Representative of the Applicant shall produce self attested copy of valid Photo Identity Card (PAN Card/AADHAR/Voter Id/Driving License Passport/Ration Card).
- 14.** During the opening of the Manual Tenders, only those with the original Photo Identity Card will be allowed inside the Tender Hall.
- 15.** a) Separate tender form has to be downloaded from <https://tsrtc.telangana.gov.in/tenders> and submit for each stall. The APPLICANT shall have to submit the Manual tender form only for the business mentioned against such stall and for any multiple businesses, there should be separate Tender form and separate sealed cover to be submitted and for any deviation the tender will be rejected duly forfeiting the EMD amount.
- b) In case of Firms /Companies/Corporations etc., the authorized representative can submit the tender application along with authorization letter.
- 16.** Only SC, ST & PEBC candidates are considered for the stalls reserved for them exclusively and in respect of SC/ST candidates they shall enclose caste /community/nativity certificate and in respect of PEBC candidates i.e. only BC candidates whose gross annual income is below 4.5 lakhs shall enclose annual income certificate issued by Mandal Revenue officer or any Officer/Authority authorized by the Govt. of Telangana) to the application form.
- a) The integrated caste/Community/ Nativity Certificate shall have been issued not earlier than (03) years as on the date of publication of Manual notice. The PEBC candidates should submit latest annual income certificate issued by Mandal Revenue officer or any Officer/ Authority authorized by the Govt. of Telangana. The integrated caste/community/nativity certificate submitted by the member of SC/ST/PEBC shall be subject to verification from the authorities concerned.
- b) If any caste/Community/ Nativity Certificate/Annual Income certificate(for PEBC candidates) submitted by the applicants is found to be non-Genuine/false/bogus at a later date, the person who submitted such documents is liable for prosecution under IPC, besides termination of license and forfeiture of Security Deposit.
- c) The Manual form after stipulated time will not be accepted. The tenders will be opened by the Regional Tender committee. The applicants or their authorized representative is allowed while opening of sealed covers.
- 17.** Amount offered by the APPLICANT (basic Price) towards monthly license fee shall be exclusive of electricity, maintenance, water charges, GST and others if any.

- 18.** a) In case of Earnest Money Deposit paid by the APPLICANT is less than the stipulated in the tender notification or the EMD paid through other means i.e., in a manner other than stipulated, EMD shall be forfeited to the Corporation without any notice duly rejecting the tender application at the time of opening of tenders.
- b) If any cheque is received contrary to the above condition, and the same is dishonored for want of sufficient funds when it is sent to Bank for collection, the prospective APPLICANT is liable to be prosecuted under section 138 of Negotiable instrument Act. Sending cheque to bank for collection does not confer any right to the prospective tenderer for consideration of his offer by the Tender Committee.
- c) Applications once submitted shall not be permitted to withdraw. Non-Participation in the Manual after submission of application, results in forfeiture of EMD without any notice or intimation.
- d) Corporation reserves the right to reject any one or all the Tenders received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

19. The EMD of the Applicants will be forfeited under the following circumstances.

- a. When the APPLICANT backs out from payment of Security Deposit within seven days from the date of receipt of allotment letter or Fifteen days from the date of allotment letter whichever is earlier.
- b. When the application forms not accompanied by the Demand Draft/Banker's Cheque in original towards the requisite EMD, incomplete filled in Tender forms and unsigned Terms & Conditions.
- c. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by TSRTC/Licensor.
- d. When the Tender is submitted in Un-concerned tender form.
- e. When the Tender is submitted for the business other than the notified in the Tender Notification.
- f. EMD is not exempted to any Organizations/ Institutions/ Communities/ Society/ Voluntary.
- g. If the EMD prescribed in the Annexure-I not in the form of Demand Draft/Banker's Cheque drawn in favour of the Dy.Chief Accounts Officer, TSRTC, Rangareddy Region. If the Demand Draft/ Banker's Cheque in original is not obtained and enclosed to the Tender form.

- h. In case the application form is not filled up properly i.e. from Item No.1 to 11 of Tender form.
- i. When the EMD is not paid or less paid than what is stipulated in the tender.
- j. When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
- k. When the application 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.
- l. When the successful APPLICANT backs out from taking up of the contract within the stipulated period, for whatsoever reason.
- m. When the successful APPLICANT fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.
- n. Non enclosure of requisite documents.

20. MINIMUM PERIOD OF DOING BUSINESS:

- a) The minimum period of doing business by the licensee of Stall shall be **ONE YEAR** from the date of commencement of agreement period.
- b) If any licensee intends to vacate the premises for whatever reasons before completion of minimum period of ONE YEAR, the licensee has to pay the balance amount of license fee which falls short of the amount equivalent to the stipulated minimum period of ONE (01) year.
- c) If the licensee clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded. In case the Licensee fails to pay the amount which falls short of the amount payable for one year, corporation has the right to adjust the security deposit towards the dues payable by the licensee and refund the balance deposit, if any. In the event of any further short fall even after adjustment of security deposit, the Licensee shall make good the short fall within the prescribed time indicated by the licensor.

21. SECURITY DEPOSIT:

- a) The successful APPLICANT shall deposit a sum equivalent to six highest monthly installments of the total contract period as Security Deposit and One month advance licence fee within 15 days from the date of allotment order or within seven days from the date of receipt of allotment letter, whichever is earlier.

- b) The security deposit shall not carry any interest.
- c) The Security deposit refundable only after completion of license period. Security deposit will not be adjusted towards the licence fee payable by the licensee during the licence period.
- d) The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license for breach of any condition/conditions of license.
- e) The successful APPLICANT/allottee shall pay the security deposit (06 months highest licence fee) and one month advance licence fee in respect of two wheeler/ four wheelers for four (4) Years period and for other stalls 05 year period within seven (7) days from the date of receipt of allotment letter or within fifteen (15) days from the date of issue of allotment letter, whichever is earlier and successful APPLICANT shall enter into a deed of licence duly paying the applicable stamp duty as per the provisions of Indian Stamp Act and commence the business within 15 days from the date of payment of security deposit. **Thus the period of licence shall commence from the 31st day from the date of allotment. (as per letter No.C5/437(106)/2013-OPD dated 20.05.2013).** The Security Deposit amount is liable to be forfeited in the event of non commencement of business after depositing SD and execution of deed of license within the stipulated time as per allotment order, or breach of any of the terms and conditions or the Tender form, besides cancellation of allotment order.
- f) The security deposit amount is also liable to be forfeited in the event of non submission of Deed of Licence, after payment of SD.

22. TERMINATION OF LICENCE:

- a) The Corporation shall have the right to terminate the License and to forfeit the security deposit, invoke Bank Guarantee and to adjust the amount towards due amounts payable to the Corporation and the licence is liable for termination **one (01) month advance notice** on the following grounds:
 - i) If the licensee defaults in payment of license fee as per Terms & Conditions of this agreement.
 - ii) If the licensee fails to do the business (for which license is granted) in the stall for a continuous period of **NINETY (90)** days.
 - iii) If the licensee is found encroached on to the area meant for passenger movement or any other area /stall/shop.
 - iv) If the licensee performs business other than the specified in tender notification or as recorded in the deed of licence.
 - v) If the licensee commits any fraudulent activities.
 - vi) If the licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.
 - vii) In case of mis-behaviour/assault committed by the licensee, his/her representatives against the employees of the Corporation.
 - viii) If the licensee commits breach of any terms and conditions of contract.

- ix) In case the contract is terminated, Corporation shall have the right to adjust the deposits (Security Deposit amount and Bank Guarantee) towards all the dues payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of deposit amount.
- b) The contract can be terminated by giving three months advance notice on either side. In such circumstances, the deposit which may remain to the credit of the license will be refunded after all the dues payable to the Corporation have been settled out of the deposit made by the Licensee. Corporation shall not be liable to pay any damages that the licensee may suffer on account of such termination.

However, the licensee is permitted to exercise this option only on completion of minimum stipulated period of one year.

- c) The Licensor shall have right to terminate the license. His decision in this regard shall be final.

23. CALLING FRESH TENDERS/EXTENSION OF LICENCE PERIOD

Fresh tenders will be called 3 months before completion of licence period of the Licensee. Due to some administrative reasons, if the period of licence is extended for a temporary period, the licensee shall enter into a supplementary agreement with the licensor duly paying the requisite stamp duty at the cost of the licensee.

- a) The extension of licence is for a **temporary period for a period of 03 months or**, till such time that the tenders are finalized and fresh allotment is made.
- b) The Corporation is at liberty to demand for immediate vacation of the premises during the extended period of licensee and the license is not entitled for any notice.
- c) The other terms and conditions of the original agreement shall remain in force including security deposit till such time the temporary extension of license period comes to an end.

24. The stall or premises will be given **“as is where is condition”** to the successful licensee. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the CRM/DM concerned and as per the drawings approved by Dy.EE(C)/RR duly bringing it the notice of the RM(RR).

25. Open space allotted has to be designed according to the specifications prescribed by the TSRTC . The licensee has to erect temporary structure i.e., Steel Modular Kiosk of size 8’x8’ at his/her own cost with the prior approval of the licensor.

- 26.** The stall at the said open space shall be constructed under the supervision of the Dy.EE(Civil)/RR.
- 27.** No additions, alternations or modifications shall be carried out by the licensee without the prior approval of the licensor during the period of contract.
- 28.** The Licensee shall not be given permission for construction of pucca structures in the allotted open space during the period of contract.
- 29. CONFINEMENT TO THE AREA OF STALLS/SHOPS/OPEN SPACES/CANTEENS:**
- a) The licensee has to perform the business by confining to the extent of space allotted as mentioned in the tender notification or as recorded in the deed of licence. There should not be any encroachment of platforms, area of other stall/shop by licensee, under any circumstances.
 - b) The corporation reserves right to reduce the area mentioned or change the allotted place if required.
 - c) If any licensee encroaches the platforms, area meant for passengers movement or area of the stall/shop, the penal rent for the extra space will be collected at twice the rate per sft paid on the authorized space.UI-0I-0I-0I-0
 - d) This provision shall not however entitle the licensee to continue the unauthorized usage of extra space and if the licensee does not remove the encroachments even after imposing penalty, licensee is liable to be terminated for such unauthorized usage of extra space.
- 30.** The successful APPLICANT will be allowed to commence the business upon satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of Licence) failing which EMD/SD paid will be forfeited besides canceling the licence.
- 31. NON EXCLUSIVE CLAUSES:**
Corporation (Licensor) shall have right to grant licence to more than One licensee to do same Business which is already in existence in the same Bus stations/premises. The Licensee shall not raise any objections over this.
- 32. SUB LETTINGS:**
The Licensee shall not be permitted to subletting the stall allotted to him.
- 33. SUB STALLS/OUT-LETS:**
Permission will not be accorded to the licensee to open sub stalls/outlets under any circumstances.

34. CHANGE OF NATURE OF BUSINESS:

The licensee has to do the same business which is mentioned in the tender notification and for which licence is issued. The representations for change of nature of business by the licensee will not be entertained. If the licensee is found doing business in the Stall / Shop other than that stipulated in the deed of licence and if the licensee sells items other than those specified in the deed of licence, the licence is liable for termination duly forfeiting the Security Deposit.

35. NOMINATION OF LEGAL HEIRS IN THE EVENT OF DEATH OF LICENSEE:

In the event of death of licensee, the licence shall come to an end. However, the licensor may permit the Legal Heirs of the deceased licensee to run the business on the same Terms & Conditions for the remaining period of licence duly entering into a supplementary agreement on Rs.100/- Non-Judicial Stamp Paper purchased at the cost of licensee for the remaining period of licence.

36. The licensee shall pay minimum wages to the labour engaged by him at the rates not less than the minimum wages as notified by the State Government from time to time under Minimum Wages Act 1948, failing which the difference of wages will be deducted from the Security Deposit.

37. a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.

b. The licensee shall comply with the provisions of all the Acts of Government relating to Labour and the rules and regulations made there under like payment of PF. Minimum Wages as prescribed by the State Government from time to time and the proof of compliance along with monthly bill to the Managers concerned for payment. The licensee shall all times indemnify the Corporation against claims, damages for compensation under the provision of all laws and Acts pertaining to the labour.

c. The PF recoveries in respect of each person employed by the contractor @ 12% on the wages paid and contractor contribution @ 12% administrative charges @ 0.65% and inspection charges at 0.18% on the total wages paid to all the persons engaged by him will be recovered from the remuneration payable and same shall be remitted to the Secretary, PF (T), TSRTC by the CRM/MGBS, DMs concerned every month 10th of the following month.

38. The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee is alone liable for workmen's compensation and any other statutory dues and TSRTC is not liable for payment of any such amount.

39. The licensee shall not exhibit or permit any advertisement of any company/products/service except displaying **name of their business** in the premises.

40. PENALTIES FOR SELLING UN-AUTHORIZED ITEMS & CHARGING EXCESSIVE RATES:

If the Licensee is found selling un-authorized items/items not related his/her stall or sell the items at more than MRP rates and the licensee is found charging excessive rates, licensor can levy penalties up to a maximum amount on each occasion as follows.

Sl. No.	Type of Bus Station	Amount of Penalty to be imposed
1	'B' Class	Rs.500/- on each occasion
2	Other Bus Stations	Rs.200/- on each occasion

Even after imposition of fines for two occasions, if the licensee is found resorting to the above irregularities; the license will be terminated by giving one month advance notice, duly forfeiting the security deposit.

41. COMPLAINTS AND SUGGESTIONS BOOK:

The licensee shall maintain a Suggestion & Complaint book at his establishment and to be made available to the public on demand. The said suggestion book shall be produced to the officials of the Corporation at the time of inspection. The suggestions of the inspecting officials on the complaints be scrupulously and compulsorily followed and failure to follow the same shall entitle the licensor for termination of the licence after giving One month advance notice.

42. The licensee shall make his/her own arrangements for procuring necessary equipment for carrying out his/her business.

43. The premises include the rolling shutters, electrical sub meter and other items along with floors and walls handed over to the licensee in a reasonably good condition on the day of occupation of the premises, is expected to hand over the same in a reasonably good condition. If for any reason, there are damages assessed by the Corporation shall be paid by the licensee, failing which, the licensor shall have right to recover the sum from the security deposit of the licensee.

44. All notices, consents, sanctions, directions and approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee and vice versa in writing.

45. The licensor may constitute a committee from time to time with officials and non-officials as members thereof with power to inspect and determine the quality of the articles/food items sold by the licensee and advise the licensee suitably.

- 46.** Shifting of stall from old bus station to new one is not permitted when the old bus station is being abandoned. In all such cases, the existing contracts will be automatically terminated and the licensees are at liberty to participate in the tenders called for allotment of stalls in new bus stations.
- 47. HAWKERS:**
The licensee shall not be permitted to engage HAWKERS under any circumstances for what so ever reasons.
- 48. ALLOTMENT OF ADDITIONAL SPACE:**
Additional space will not be granted to the existing licensee. However, in case exigencies, matter will be referred to corporate office and allotment will be made/discarded as per the directive of Corporate Office.
- 49. EXHIBITION OF PRICE LIST:**
The licensee shall invariably exhibit the price list of commodities, which shall in no way be higher than the MRP/rates prevailing in the market, on a board kept at a conspicuous place in the stall, etc.
- 50. DAMAGES/COMPENSATION:**
- i) The Corporation shall not be accountable for any loss that the licensee any suffer on account of any damage/theft, etc caused to the stall or its allied infrastructure installed by the licensee in the Bus stations.
 - ii) Corporation is not liable for any damage or loss caused to the items/goods/furniture sustained by the licensee.
 - iii) The loss/damage if any caused to the neighboring stalls by the licensee or his/her representatives, the compensation shall be borne by the licensee.
 - iv) The Corporation is not liable to pay any compensation in case of death or injury (simple/grievous) caused to any person engaged by the licensee in the course of working in stalls/canteens etc at the bus stations. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.
- 51.** In all disputes and doubts or interpretation of the clauses or conditions applicable to the licence or otherwise, the decision of the Corporation shall be final and binding on the licensee.
- 52.**
- a) In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Corporation (licensor) has the right to take the following actions.
 - b) Imposition of fine for breach of contract by authorized officer of the Corporation not below the rank CRM/DM/PO. This does not preclude inspection and imposition fine by any authority superior to the above authorities.

- c) Forfeiture of Security Deposit either partly or fully.
 - d) Termination of license by giving one month's notice.
 - e) Termination of contract with the above due notice and also simultaneous forfeiture of security deposit.
- 53.** In the event of any statutory authorities imposes any punishment or fines etc., and if the Corporation is made a party in such penal action the Corporation has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.
- 54.** TSRTC reserves the right to allot the stalls in proposed expansion of Bus Station if any by calling Tenders. Licensee who are the allotted with stalls in the existing Station, will have to claim no right for allotment of any stalls that are constructed in the expansion of Bus Station.
- 55.** All the above terms and conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Corporation.
- 56.** The licensee has to undertake white washing / painting of the stall premises once in a year at his own cost.
- 57.** Security deposit is refundable on the expiry of the period of licence and subject to due performance and fulfillment of agreement conditions.
- 58.** a) On the expiry of the period of the license or on its termination, as the case may be the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of contract.
- b) In the event of the Licensee falls to deliver vacant possession of the stall/premises to the licensor, the licensor shall have 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 licensee, will be kept in public Manual on the next day of taking over the premises by the licensor.
 - b) The process in the said Manual will be adjusted towards the arrears of license fee etc., and the balance. If any, will be refunded to the licensee.
 - c) Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensor to forfeit the Security deposit.
- 59.** In the event of any damages caused to the premises pucca stall or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee, period, the licensee shall make good to the Licensor shall have right to recover the said sum from the Security Deposit of the licensee.
- 60.** During the agreement period the licensor is at liberty to alter /modify /add/delete in the condition(s) of the agreement in the interest of the public.

61. The EMD amount of un-successful bidder will be refunded after finalization of tenders, without any interest. The Corporation is not responsible, if the tenders are held up due to litigation in Hon'ble Courts or any other administration reasons.
62. The licensee has to fix the Surveillance Camera in the stall as specified by the police department.
63. **FORFEITURE OF SECURITY DEPOSIT:**
The Security Deposit amount paid is liable for forfeiture if
- a) The successful APPLICANT does not enter into Deed of license within the stipulated time as mentioned in the allotment order.
The successful APPLICANT fails to commence the business after depositing Security deposit and execution of deed of license within the stipulated time as per the allotment order.
 - b) The license commits breach of any terms and conditions of the agreement
64. (a) The licensee shall charge the rate prescribed for parking of Two wheeler and Four wheeler vehicles only at the allotted parking area as shown in Annexure-II and **the user charges to be collected for Two wheeler and Four wheeler in the bus stations are inclusive of GST.**
- (b) Suitable arrangements have to be made to display the timings and rates (IN BOLD) conspicuously at the entrance of the parking stand.
 - (c) The licensee of Two/Four wheeler Parking licensees should necessary issue receipt to each person through Hand Held Ticketing Machines and use Smart card at MGBS/JBS.
 - (d) Receipt for collecting of parking charges shall not entertained.
65. a)The licensor shall not be responsible for the safety of vehicles/articles belonging to the Licensee or public and shall not be liable for any damages to the said property of the licensee or public lying in or around the said open space from any cause whatsoever , at any time. The Licensee himself is responsible for the safety of the vehicles parked in the schedule property (open space) and abandoned vehicles if any and he is liable for any damages to the vehicles parked there, from any cause whatsoever, at any time.
- b) The licensee shall keep the parking space clean, tidy and clear of rubbish.
 - c) The Licensee shall ensure to park the vehicles in the parking Space without obstructing any adjoining or nearby parking spaces or property ; not do or permit to be done on the parking space anything which is or which may be or become a nuisance , damage annoyance , inconvenience or disturbing to the licensor or occupier of neighboring property.
 - d) The licensee shall not conduct any illegal or immoral activity from the parking space.
 - e)The Licensee shall not conduct any business or commercial activity whatsoever from the parking space other than the parking Business.
 - f) The licensee shall not use the parking space for any purpose other than for parking.

66. Documents to be submitted:

- a) EMD DD AS PRESCRIBED in Annexure-I
- b) DD TOWARDS TENDER DOCUMENT PROCESS FEE AS PRESCRIBED.
- c) Application form together with terms and conditions Annexure – I, II & III. duly Signed each page.
- d) Aadhaar Card AND Pan Card
- e) If any corrigendum showing in online down load page and attach the corrigendum along with tender form and shall be followed.

- 67.** Only SC, ST & PEBC candidates are considered for the stalls reserved for them exclusively and in respect of SC/ST candidates they shall enclose caste /community/nativity certificate and in respect of PEBC candidates i.e. only BC candidates whose gross annual income is below 4.5 lakhs shall enclose annual income certificate issued by Mandal Revenue officer or any Officer/Authority authorized by the Govt. of Telangana).
- 68.** Manual tenders will be opened on **03.04.2024 at 03:00 pm** by the Regional Tender committee in the presence of the Manualeers or their authorized representatives.
- 69.** The successful Manualer must deposit Six months highest Monthly license fee + One month advance license fee and stamp Duty @2% on average Monthly license fee for execution of agreement before commencement of business.
- 70.** TSRTC reserve the right to accept or reject the Manual Tender of any stall or stalls at the sole discretion of TSRTC without assigning any reasons thereof.
- 71.** The successful APPLICANT (for Two/Four Wheeler Parking stands) shall operate the stall with Handheld Ticketing Issue Machines and Smart Card System only for collecting user charges at MGBS/JBS.
- 72.** The successful APPLICANT (allottee) shall pay the GST as applicable from time to time (at present the GST is 18% CGST-9% + SGST-9%) on payment of monthly licence fee (quoted by the licensee) every month.
- 73.** The successful APPLICANT (allottee) shall pay the Maintenance Charges @ Rs.1.50 per sft (maximum: Rs.4,000/-) for every month.
- 74.** The successful Tenderer has to attend this office for negotiations within 02 days from the date of opening of tenders, else the decision will be finalized by the Tender committee accordingly.
- 75.** Bidders will not be permitted to withdraw at any time and the corporation will not be responsible for delay in finalization of bids due to reasons beyond its control viz court directions etc.
- 76.** The Firms/Individuals who were earlier awarded licenses for operation of stalls/Canteens etc. in the Bus stations of the corporation, but defaulted in the

payment of license fee for more than 02 months as on date of submission of tenders are not eligible to participate in the bids. The firms individuals whose licenses were terminated due to default in payment of license fee or due to breach of other terms and conditions of the license agreement are not eligible to participate in the bids.

- 77.** TSRTC reserves the right to accept or reject the tender of any stall or stalls at the sole discretion TSRTC without assigning any reasons thereof.

Annexure-I**TELANGANA STATE ROAD TRANSPORT CORPORATION**

Case No: P4/797(1-Manual.Tender)/2024-RR

O/o the Regional Manager/RR
MGBS, HYD, DT: 11.03.2024.**MANUAL-TENDER NOTIFICATION**

Manual-Tenders are invited from the intending Business Firms/Persons for running business in the following Stalls, Open spaces, Two wheeler/Four wheeler Parking stands etc., located in various Bus stations of Rangareddy Region.

SL. NO	BUS DEPOT	BUS STATION	STALL NO	AREA	STALL TYPE	EMD (Rs)	NATURE OF BUSINESS	REMARKS
1	PRG	PARGI	1	10'X11' = 110 SFT	PUCCA	225000	FANCY & GENERAL STORE	VACANT
2	PRG	PARGI	3	10'.2" X10'.2" = 103.36 SFT	PUCCA	214200	SWEETS & BAKERY	VACANT
3	PRG	KULKACHER LA	1	8' X 10'=80 SFT	PUCCA	10800	GENERAL STORE	VACANT
4	PRG	KULKACHER LA	2	8' X 10' = 80 SFT	PUCCA	10800	PARCEL BOOKING	VACANT
5	VKB	CHEVELLA	3	10'X10' = 100 SFT	PUCCA	158400	ELECTRONIC GOODS & TOYS	VACANT
6	VKB	CHEVELLA	8	8'X6'= 48 SFT	OPEN	102000	DAIRY PARLOUR	VACANT
7	VKB	MMPT	7	8'X8'= 64 SFT	OPEN	13000	TEA & SNACKS	TO BE VACANT W.E.F. 23.04.2024
8	VKB	NAWABPET	1	8'X8' =64 SFT	PUCCA	6000	GENERAL STORE	VACANT
9	TDR	TDR	E7	11'.9" x 13' = 152.75 sft	PUCCA	53000	POPCORN	TO BE VACANT ON 25.03.2024

ANNEXURE-II**DESCRIPTION OF ITEMS TO BE SOLD/SERVICES OFFERED.**

(Tender Notification No. P4/797(1-Manual Tender)/2024-RR, DT: 11.03.2024)

SL. NO.	NATURE OF BUSINESS	DETAILS OF ITEMS TO BE SOLD/SERVICES OFFERED.
1	FANCY & GENERAL STORE	Plastic/Rubber goods, Bags, ladies Purse/Variety bags, Soaps, Talcum powders, small mirrors, Decorative papers items, Photo frames, Bangles, Trays, Toys, Cosmetic items, Detergents, shaving creams/lotions, combs, tooth pastes/brushes, flasks, roll gold fancy items, photo albums and shampoos.
2	SWEETS & BAKERY STALL	a) All kinds of Sweet items. b) All kinds of Savoury(Khara) items. c) Biscuits, bread, Khara, Chips, Cakes, Jam, readymade baked food items & chocolates. The Licensee shall be permitted to use an electric oven. d) The licensee shall not be permitted to have a Stove/heating point in the stall for preparation.
3	GENERAL STORE	
4	PARCEL BOOKING	Parcel Booking only
5	ELECTRONIC GOODS & TOYS	Electronic Goods & Toys of all types
6	DAIRY PARLOUR	Dairy Milk and other Dairy products such as Bottled/Tetrapack Dairy Milk, Flavoured Milk, Badam Milk(Cold), Butter Milk, Doodpeda, Lassi, Ghee, Butter, Cheese, Milk powder. Stall license shall be awarded to apex dairy cooperative societies approved by Government, dairy cooperative federations/ members of National Cooperative Dairy Federation of India Limited(NCDFI) and/or developed under the aegis of Operation Flood Programme, bodies/agencies registered/certified by FSSAI for sale of dairy products.

SL. NO.	NATURE OF BUSINESS	DETAILS OF ITEMS TO BE SOLD/SERVICES OFFERED.
7	TEA & SNACKS	<p>a) Any fried and packed eatables which don't require heating or warming at the time of sale.</p> <p>b) They should be packed in polythene wrappers or packets in ready to eat condition and should not be loosely stocked in open type vessels or tins.</p> <p>c) Tea & Coffee shall be served in disposable cups.</p> <p>d) The licensee shall not be permitted to have a Stove/ heating point in the stall for preparation of Snacks/Tea. The licensee shall be permitted to have Dispensers. Using of LPG Stove/Kerosine/Electrical Stove/ Husk, sawdust, etc for heating, Preparing snacks/tea/Coffee is strictly prohibited.</p>
8	POPCORN	Only Popcorn

ANNEXURE-III

UNDERTAKING

(Tender Notification No. P4/797(1-Manual Tender)/2024-RR, DT: 11.03.2024)

I THE UNDERSIGNED LICENSEE OF STALL NO:_____ SITUATED AT _____
BUS STATION HAVING LICENSE PERIOD FROM _____ TO _____
FOR RUNNING THE BUSINESS _____ DO HEREBY GIVE MY
UNDERTAKING/ASSURE THAT I SHALL NOT INDULGE IN DIRECT OR DIRECT
SALE/ STORAGE OF THE FOLLOWING ITEMS WHICH ARE PROHIBITED BY THE
CORPORATION AND THE GOVERNAMENT FROM TIME TO TIME:

- a. Cigarette.
- b. Tobacco.
- c. Gutkha.
- d. Drugs(Psychotropic & Narcotic)
- e. Raw/Dry Fish/ meat/Chicken
- f. Liquor/ Wine/any alcohol/ Intoxication products.
- g. Crackers/Explosives/Inflammable items.
- h. Pets/Animals
- i. Pan masala containing Tobacco and/or Nicotine as ingredients by whatsoever name.
- j. Prohibited Forest produce.
- k. Any other item prohibited by Law from time to time.

Signature:_____

Name of the Licensee:_____

Witnesses:

1.

2.