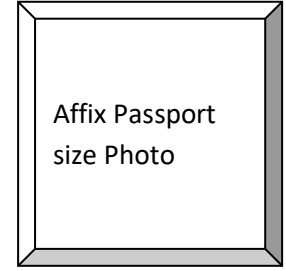


TELANGANA STATE ROAD TRANSPORT CORPORATION



No.O1/122(54)/2024-RM:KMM, Dt.07.03.2024.

MANUAL TENDER FORM

//B & C CLASS BUS STATIONS//

1. NAME OF THE TENDERER : _____
2. FATHER'S NAME : _____
3. STALL/SPACE NO. : _____
4. NAME OF THE BUSINESS : _____

(The bidder must notify the authorized business to stalls earmarked to **any authorized business**)

5. NAME OF THE BUS STATION : _____
-

6. LICENSE FEE OFFERED BY BIDDER RS. -----

(Excluding Maintenance, GST, Water & Electricity charges)

7. PROCESSING FEE AMOUNT : Rs. _____
DD NO./RTGS : _____ DATE : _____
BANK DETAILS : _____
8. EMD AMOUNT : Rs. _____
DD NO./RTGS : _____ DATE : _____
BANK DETAILS : _____

- 9 . FULL ADDRESS OF THE TENDERER: _____

10. AGE OF THE TENDERER : _____

10. AADAAR CARD NO. : _____

SIGNATURE OF THE BIDDER

TELANGANA STATE ROAD

TRANSPORT CORPORATION

Station:

Date:

To,
The Regional Manager,
T.S.R.T.C., Khammam Region,
K H A M M A M.
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Sir,

Sub:- TENDERS - Tender for grant of licence for allotment of Stalls/Spaces/Canteen/Cycle Scooter stands at the Bus Stations of Khammam Region - Submission of Tender form - Reg.

Ref:- Tender Notification No.O1/122(54)/2024-RM:KMM, Dt. 07.03.2024.  
Will be Published in prominent daily news papers.

\*\*\*\*

I hereby submit my Tender in the prescribed Tender Form. I we read thoroughly the Terms and Condition supplied together with the Tender Form and understood the full contents.

Further I/We hereby submit My/Our tender in the prescribed Tender Form. I hereby further agree to abide by the Terms and Conditions stipulated by the Corporation from time to time, during the operation of my business on awarding licence for the same.

Yours faithfully,

(SIGNATURE OF THE TENDERER)

**Address:**

Full Name : -----  
H.No. : -----  
Street : -----  
Village/Town : -----  
Mandal and Dist. : -----  
Pin Code : -----  
( in block letters )  
  
Mobile No. : -----

**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.

### **TERMS AND CONDITIONS**

1. (a) Separate Tender form has to be submitted online for each Stall/Shop/Canteen/Space. The Tenderer shall have to submit the tender form only for the business mentioned in the tender notification. No combined quotation for multiple business should be submitted and for any deviation, the tender will be rejected.
  - (b) The interested parties may **inspect/visit** the premises before submitting the Tender Form. The Corporation is not responsible for encroachments in front of the stalls which are in R&B or Municipal or Gram Panchayathi places and the stalls are to be allotted as it is where in Condition only.
  - (c) Tenders in the name of the Minor or on behalf of the Minors will be rejected.
  - (d) In case of Firms/Companies/Corporation etc., the authorized representative can submit the Tender application along with authorization letter.
  - (e) The Firms/ Individuals who were earlier awarded licenses for operation of stalls / Canteens etc. in the Bus stations of the Corporation, but defaulted in payment of license fee for more than 2 months as on date of submission of the tenders are not eligible to participate in the bids. The firms / individuals whose licenses were terminated due to default in payment of licence fee or due to breach of other terms and conditions of the licence agreement are not eligible to participate in the bids.
2. (a) The Successful bidder has to submit the Bank Statement, Address Proof, Details of movable and immovable properties while paying the Security Deposit, i.e within 7 days from the date of receipt of the allotment letter or within 15 days from the date of issuance of allotment letter whichever is earlier.
  - b) In case if the successful bidder does not possess any Bank Account properties, he/she has to submit an affidavit to that extent.
  - c) If the successful bidder fails to submit the Bank Statement, details of properties or the affidavit (for non possession of Bank Statement, Properties) then the EMD amount will be forfeited.
  - d) The Bank statement shall be for the latest two years period or for the period from the date of opening of Bank account, whichever is earlier.
3. The classification of Bus Stations in Khammam Region.
    - I. MAJOR Bus Station - KHAMMAM NEW BUS STATION.
    - II. 'A' Class Bus Station - BHADRACHALAM, KOTHAGUDEM & SATHUPALLY.
    - III. 'B' Class Bus Stations - KHAMMAM OLD B/S, PALONCHA, YLD, ASPT, WYRA, VKPM.
    - IV. 'C' Class Bus Stations - PLR, NKP, BNKL, GRL, KRPL, MDR, TLD, JMPM, YRPM, DMPT, MDPL, VMB, KLR, CHGD, CHERLA, BPD, DMGM, MNGR, SURAKSHA, PNPk, EBYRM, ASPM.

**Note:- All stalls/open spaces at Kothagudem Old depot, Bhadrachalam, Cherla, Venkatapuram, Manuguru, Kothagudem old Depot and Chandrugonda Bus stations shall allot to Scheduled Tribes( ST) bidders only.**

**EARNEST MONEY DEPOSIT**

4. The EMD prescribed in the Tender Notification should be in the form of Demand Draft only, drawn in favour of **THE ACCOUNTS OFFICER, TSRTC, KHAMMAM**. The Demand Draft in original should be enclosed to the Tender Form. The EMD amount will not carry any interest. The EMD amount paid by the successful bidder shall not be refunded, the same will be converted as Security Deposit in the cases where Security Deposit is less. If the EMD falls short of the stipulated Security Deposit, the difference amount is payable by the bidder upon issue of allotment order

EMD is not exempted to any Society/ Voluntary Organization/ Instructions/ Communities etc.

5. (a) In case of Earnest Money deposit paid by the Tenderer is less than what stipulated in the Tender Notification or the EMD paid through other means i.e., in a manner other than stipulated in terms and conditions 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 Tenderer is liable to be prosecuted U/S 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) The Tender Form duly filled in along with the Demand draft Original towards the EMD amount & Tender form processing fee amount should be enclosed together with the Form of Terms & Conditions with signature on each page and any other supporting certificates shall be kept in a cover and sealed. On the sealed cover, the number of stall, Bus station & nature of business, name and address of the Tenderer shall be indicated. Then the sealed cover should be placed in a tender Box kept in the office of the **Regional Manager, TSRTC (first floor OLD Bus Station), Khammam**. The details of date and time of submission and opening of tenders are as follows:-

**1. DATE AND TIME OF SUBMISSION - Dt. 02.04.2024 at 10.30 AM to 02.00 PM. OF TENDER APPLICATION**

**2. OPENING OF TENDERS : AT 03:00 PM. on Dt. 02.04.2024.**

- (d) Amount quoted by the tenderer towards monthly licence fee shall be exclusive of GST, electricity, maintenance and water charges.
6. (a) The Tender Form not accompanied by Demand Draft/Banker's Cheque in original towards the requisite EMD incomplete filled in Tender Form & unsigned Terms & Conditions will be rejected.
- (b) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by TSRTC/Licensor will summarily be rejected at the time of opening of Tenders.
- (c) In case the tender application is not filled up properly with licence fee quoted or any other information required against the Item No.1 to 11 of the Tender Form, the tender is liable for rejection summarily besides forfeiting the EMD paid by the tenderer without any notice or intimation.
7. If the tender form after purchase is transferred in some other name, the tender quote shall be treated as invalid and rejected besides imposing the penalty of Rs.10000/- or forfeiture of 25% of EMD whichever is less.

8. Finalization of the tenders, the tender committee shall negotiate with H1 (highest quoted) bidder wherever necessary to increase the offer.
- a. In case the offer made by the highest tenderer is less than the earlier realized licence fee of the rate fixed by the Tender Committee, 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.
  - b. 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 licence or expresses unwillingness to increase the offer.
  - c. If the second highest tenderer agrees to enhance the offer which is seasonably higher than the earlier realized licence fee of the rate fixed by the Tender Committee, the tender committee shall allot the stall/shop etc. to the second highest tenderer.
  - d. 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 3<sup>rd</sup> highest tenderer. If the 3<sup>rd</sup> highest tenderer agrees to enhance the offer and if the offer is reasonable higher than the earlier realized licence fee or the rate fixed by the Tender Committee, the stall shall be allotted to him/her.
  - e. "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, Advertisement Contracts etc."
9. a) 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.
- b) The EMD is liable to be forfeited if the successful tenderer does not pay the Security Deposit within the stipulated time as mentioned in allotment order.
10. 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.
11. LICENSE PERIOD:
- a) **Stalls/Open Spaces/Dormitories/AC Deluxe lounge:** The license period shall be 5 years only.
  - b) **Canteens in Major/A/B Class Bus Stations:** 5+5 years only.
  - c) **Canteens in C Class Bus Stations:** The license period shall be 5 years only.
  - d) **Cycle/Scooter Stands:** 4 years only.
12. LICENSE FEE ENHANCEMENT --
- a) The licence fee for Major, A, B & C Class Bus Stations, during the first year shall be the same as quoted in the tender or as agreed to be paid by the tenderer during the negotiation with the Tender Committee, and the licence fee shall be increased by 5%, 5%, 10%, 15% in 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> year of license over the license fee payable in 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year of license respectively.

- b) i).Canteens at Major, A & B Class bus stations: The license fee shall be the same for the first 1 year and shall be enhanced by 5% in Second year, 10% in 3<sup>rd</sup> year, and 15% in 4<sup>th</sup> and 5<sup>th</sup> years (Block) over previous year license fee. Further the license fee will be enhanced by 20% in 6<sup>th</sup> and 7<sup>th</sup> years(block) over 5<sup>th</sup> year, 25% over 7<sup>th</sup> year license fee for the next 3 years block period, i.e.8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> years, if the license period is extended.
- ii)Canteens at C Class Bus Stations:- The Licence fee shall be enhanced by 5%, 10%, 15% & 20% in 2<sup>nd</sup> , 3<sup>rd</sup> , 4<sup>th</sup> , 5<sup>th</sup> year of Licence fee over the licence fee payable in 1<sup>st</sup> ,2<sup>nd</sup> , 3<sup>rd</sup> & 4<sup>th</sup> , year of licence respectively.
- (c) In respect of Scooter/Cycle Parking, at Major, A, B & C Class Bus Stations, the licence fee shall be the same during the first (1) one year and the licence fee shall be increased by 5% in 2<sup>nd</sup> year, 10% in 3<sup>rd</sup> year & 15% in 4<sup>th</sup> year over the licence fee payable in 1<sup>st</sup> , 2<sup>nd</sup> & 3<sup>rd</sup> years respectively.
13. The licensee has to pay the licence fee before 10th of every month and for Canteen 20<sup>th</sup> of every month. The licence is liable to pay penalty for each day of delay @36% per annum in case of belated payment of monthly licence fee, Electricity and Water charges including penalties imposed by Corporation.
14. The successful tenderer has to pay the Maintenance Charges @**1.50/- per sft.** per month subject to a maximum of Rs.4000/- (inclusive of GST) for all type of Stall/Space/Parking/Canteen etc., along with licence fee.

#### **ELECTRICITY & WATER CHARGES**

15. The Corporation will be supply Water & Electricity subject to availability. The consumption charges shall be paid at the rates prevailing the from time to time which will be extra. In case water is not provided by the licensor, the licensee shall have to make his own arrangement for supply of water at his own cost.
16. If the meter is not working the licensee has to get it repaired at his own cost
17. The digital electrical sub-meter and other required equipment shall be procured by the licensee at his own coast. The licensee shall bear the expenses of electrical wiring from the power point to the stall
18. The licensee has pay the electricity & water charges at the rates fixed by the Electricity Board or the Municipal Corporation or TSRTC as the case may be from time to time. The licensor will Endeavour to supply water and Electricity required by the licensee on payment of necessary charges. But the licensor will not give guarantee for supply of water and electricity required by the licensee.

#### **SECURITY DEPOSIT**

19. The successful tenderer (allottee) has to pay Security Deposit equivalent to Six Highest monthly licence fee and one month advance licence fee in cash and enter into an agreement with the Corporation within stipulated or as mentioned in the allotment letter, failing which allotment is liable for cancellation and the EMD paid by him/her shall be forfeited to the Corporation without any further notice/intimation.

20. SD is refundable on the expiry of the period of licence and subject due performance and fulfillment of agreement conditions. The Security deposit will not carry any interest.
21. 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 licence within the stipulated time as per allotment order or breach of any of the terms and conditions of the Tender Form, besides cancellation of allotment order.
22. The Security Deposit is liable to be forfeited if the successful tenderer does not enter into Deed of licence within the stipulated time as mentioned in the allotment order.

**LICENCE PERIOD & MINIMUM PERIOD OF DOING BUSINESS:**

- 23 (a) The licence period is for Stalls/open space business is Five (5) years  
 (b) The licence period for Parking of Cycle, Scooter stand business Four (4) years and  
 (c) The licence period for Canteen (5+5) years in Major, 'A' and 'B' Class Bus stations and five (5) years in 'C' Class Bus stations.
24. If any of the licensee intends to vacate the premises on completion of minimum period of One year as the case may be he/she can do it by serving Three months advance notice. The three months advance notice given by the licensee shall be accepted only after completion of minimum licence period of One year.
25. The licence shall be terminable with a three months advance notice on either side. However no licence shall be terminable within five/four(5/4) years except for default in payment of licence fee in which case the licence can be terminated with a month's notice. If the licensee defaults in payment of licence fee for three months consecutively or three times in a calendar year, the licence can be terminated with a months' notice effective from the date of default and the security deposit will be forfeited.
26. The licence is liable for termination in the event of the licensee failing to do the business ( for which the licence is granted) for a continuous period of 90 days, which shall also carry necessary penalties and forfeiture of Security Deposit.

**GENERAL CONDITIONS**

27. The allotment of Canteens/ Stalls/Shops etc. shall be on **NON-EXCLUSIVE** ie., the Corporation shall have right to grant licence to more than one licensee to do same type of business in the same premises (Bus station/ Commercial complex).
28. The licensee shall confine to the stalls/ shops allotted to him, Encroachments if any, shall be removed without notice and the licence is liable for termination duly forfeiting the security deposit.
29. Permission shall not be accorded to any licensee to open sub- Stalls/Out-lets/Sub-lease/Sub-contract.
30. The licensees shall not be permitted to engage HAWKERS.
- 31 a) The licensee should exhibit the price list at conspicuous place of the items sold which shall not be higher than the rates prevailing in the local market, or shall not exceed M.R.P. as the case may be or as notified by the Govt., or any such statutory authority and shall run the business in accordance with laws. Such price list should have prior approval of Dy.RM(O)/RM of the Corporation. The list of items to be sold at the stall indicated in the pre-paras.



- b) In case the licensee sells unauthorized items ( other than the approved ) or sells items at the rates higher than the MRP, the Dy.RM(O)/PO/DM are empowered to levy penal- upto Rs.1,000/- on each occasion or termination of agreement/ Contract duly forfeiting the security deposit partly or fully any notice.
- c). The stall or premises will be given "**AS IS WHERE IS CONDIITON**" 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 Dy.RM(O)/DM/Dy.EE concerned.
32. The licensor shall have the right to terminate the licence (contract) if in his opinion the quality of goods/services sold/rendered is not up to the standard/satisfactory besides forfeiting the Security Deposit.
- 33 a). The tenderer will be allowed to commence the business upon satisfaction of other formalities, like payment of security deposit, execution of agreement (Deed of Licence) submission of solvency certificate issued by the Competent Authority (in case of land property, the certificate issued by MRO concerned and in case of house property the certificate issued by concerned Gram Panchayat/ Municipality ) of the value equivalent to six times of the rent quoted by the successful Tenderer etc, failing which EMD/SD paid will be forfeited besides cancelling the licence.
- b). The successful tenderer may submit a bank guarantee in lieu of solvency certificate on a stamp paper of valid of Rs.100/- for value equivalent to six months licence fee quoted. The Bank Guarantee shall be enforce until the expiry of licence period.
34. The Corporation reserves the right to reject any one or all the Tenders received without assigning any reasons. No correspondence in respect of the decisions arrived at by the Committee will be entertained.
35. In the event of death of licensee, the licence shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same terms and conditions for the remaining period of licence, on execution of fresh Deed of agreement by such heir.
36. The Contractor 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 Contractor shall register himself as a Contractor under the Contract Labour 9 Regulation and Abolition Act 1970.
- b). The Contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under from time to time like payment of PF, Minimum Wages as prescribed by the State Government from time to time and submit the proof of compliance along with monthly bill to the Managers concerned for payment. The Contactor shall at all times indemnify the Corporation all claims, damages for compensation under the provisions 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 contractors contribution @12% Administrative charges @ 1.10% and inspection charges @ 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 Secy.PF(T), TSRTC by the Dy.RM(O)/PO & DM concerned every month 10th of the following month.

38. In case of any accident to the person employed by the licence during the business time, the licensee alone be liable to pay workmen's compensation and any other statutory dues to payments and TSRTC is not liable for payment of any such amounts. The licensee shall satisfy the TSRTC the arrangements made by him to fulfill his obligations arising out of this clause by way of insurance policy or any other means to the satisfaction of the Corporation.
39. The Workers employed by the licensee shall not have any right or claim whatsoever for employment in TSRTC at a future date.
40. The licensee shall not exhibit or permit any advertisements on the stall, except the name and style of his business.
41. The premises and surround of the stall be kept clean and tidy by keeping Dust Bin at appropriate place and are subject to inspection by the Officials of the licensor and the Municipal Authorities, Non compliance will attract imposing of penalty upto Rs.1,000/- on each occasion.
- 42 a). The licensee shall maintain "Suggestion and Complaints" Book at his establishment which shall be made available to the public on demand. Immediately, any suggestions or compliance are made by the public, it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to the inspecting officials and the suggestions of the inspecting officials on the suggestions. "Suggestions and Complaints" Book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of SD at the discretion of the Corporation.
- b). In case of misbehavior, assault on passengers/ employees of TSRTC, any Act or comment tarnishing the image of the Corporation by the licensee or his representatives/Workers will lead to impose penalty or termination of contract duly forfeiting the SD amount.
43. The licensee shall pay all the Taxes under the Central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of non payment of taxes or default therein. Any default, non payment of taxes to Statutory Authorities will cause termination of licence and vacation of premises.
44. **The Goods and Service Tax applicable, if any shall be borne only by the Licensee** at the rate as communicated by Govt from time to time. (at present the Goods and service tax is applicable is @ **18% on rent**).
45. In all disputes and doubts or interpretation of the clauses or conditions applicable to the licence or other wise, the decision of the Corporation shall be final.
46. **CONFINEMENT TO THE AREA OF STALLS/SHOPS/OPEN SPACES/CANTEENS:**
- a) The licensee has to perform the business by confining to the extent of Stall, Shops, Open Spaces, Canteens, allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of platforms, area of other stall/shop by licensee, under any circumstances.

- b) If the licensee encroaches the platforms, area meant for passengers movement or area of other stall/shop/open space, canteen the licensee is liable for payment of penalty as furnished hereunder.

| <b>Sl.No.</b> | <b>Type of Bus Station</b> | <b>Amount of Penalty to be imposed</b> |
|---------------|----------------------------|----------------------------------------|
| 1             | Major & 'A' Class          | Rs.1,000/- on each occasion KMM & BCM  |
| 2             | 'B' Class                  | Rs.500/- on each occasion              |
| 3             | Other Bus Stations         | Rs.200/- on each occasion              |

- c) If the licensee is habituated for encroachment the licence liable for termination by serving a Seven Days notice.
47. In the opinion of the licensor, if the licensee falls to execute the contract for the terms mutually agreed to in the Agreement/Contract between the licensor and the licensee to the satisfaction of the licensor, the Corporation (Licensor) got the right to take the following actions.
- Imposition of fine for breach of contract by an Authorized Officer of the Corporation not below the rant of DM/Dy.RM(O). This does not preclude inspection and imposition of fine by any Authority Superior to the above authorities.
  - Forfeiture of SD either partly or fully.
  - Termination of contract by giving one months' notice.
  - Termination of contract with the above due notice and also simultaneous forfeiture of SD partly or fully.
48. In the event of any Statutory Authority imposes any punishment like fines etc., and if the Corporation is made a party in such penal action the Corporation has got the authority to keep SD etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. penal actions may also be a reason for termination of contract.
49. The licensee will have his business Supervised by an Authorized Official of the Corporation regularly and any Authority Superior to him.
50. TSRTC reserves the right to allot the Stalls in the proposed expansion of Bus Station by calling Tenders. The Contractors who are allotted with stalls in the existing Bus Station, will have no claim for allotment of any stalls that may be constructed in the expansion of the Bus Station.
51. All the above Terms and Conditions will form part of agreement of the licensee and the licensee will be bound by these conditions in addition to any other conditions prescribed by the Corporation.
52. The licensee has to undertake white washing/painting of stalls premises once in a year at his own cost.
53. All notices, consents, sanctions, directions and approval referred to, in this agreement or other wise shall be given by the licensor to the licensee in writing.
- 54.a) On the expiry of the period of licence or on its' termination, as the case may be the license 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 fails to deliver vacant possession 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 auction on the next day of taking over the premises by the licensor.
- c) The proceeds in the said auction will be adjusted towards the arrears of licence fee etc., and the balance, if any, be refunded to the licensee.
- d) Failure to deliver vacant possession by the licensee to the licensor, shall entitle the licensor to forfeit the SD.
55. In the event of any damages caused to the premises pucca stalls or property of the licensor by the licensee his representatives, agents or servants during the subsistence of this licensee, period, the licensee shall make good to the licensor such loss that may be determined by the licensor and the licensor shall have right to recover the said sum from the SD of the licensee.
56. 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.
57. The licensee shall not be permitted to sell Beedi, Cigarettes and Tobacco products and also prohibited products in the allotted stall.
58. The licensee has to do the same business which is mentioned in the tender notification and for which licence is issued. The **representation 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 allotment order or as recorded in the deed of licence, the licence is liable for termination duly forfeiting the Security Deposit.
59. The successful tenderer has to enter into agreement on Non- judicial stamp duty on the worth Rs.100/- as where the licence purports to be for a term of not less than one year and not more that 5 years, the **stamp duty is chargeable @2%** on the value of the average annual rent or fee or by whatever name it is called.
60. The intending tenders for the stalls for which "ANY PERMITTED BUSINESS" is being notified shall submit their tenders for the business other than existing ones.
61. No representation will be entertained for change of business and location of premises.
62. The tenderer should enclose his permanent/temporary address proof and the same shall be verified before allotment of contract
63. The licensee of the open space should vacate the premises within 6 months of "NOTICE FOR VACATION during the licence period, if TSRTC requires the land for development of bus Station of for commercial development.
64. **LICENCE FEE HOLIDAY:** In the allotted open space, to erect temporary structure i.e., a Standard modular stainless steel kiosk of size 8'x8' as designed by the Corporation under supervision of the Dy.EE, licence fee holiday of one month shall be given to the licensee. The module designed by the Corporation is given at annexure.
65. The bidder has to submit, Caste Certificate for the stalls/space earmarked to **SC/ST/PEBS** issued by Competent Revenue Officer.

66 a). The Licensee of **Water Kiosk** will be permitted to sell loose water (R.O. Treated BIS standard) in sachets, refilling in bottles and pet bottles to the passengers with the following rates.

1. 100 ml Sachet. Rs. 2.00
2. 200 ml Sachet Rs. 3.00
3. 1 ltr bottle refilling Rs. 5.00
4. 1 ltr with pet bottle Rs. 10.00

b). The Licensee of R.O. Treated water stall shall sell safe drinking water as per the Bureau of India Standards by obtaining a certificate from BIS. A copy of the certificate has to be enclosed to the tender form.

c). The licensees of these exclusive water kiosk shall also be permitted to sell packaged drinking water bottles of reputed brands( at MRP only) with BIS and FSSAI standards.

**67. Dormitory** – Any civil Engineering work modifications required to Dormitory, “the allottee of Dormitory will carryout Civil engineering works, such as Partitions, Bathrooms, water pipe lines etc. under the supervision of Civil Engineering Department with his own cost. The water and electricity charges may be paid as per consumption/assessment. Tariff of rates for Dormitory is not more than **a.** Rs.50/- per bed(with cot per day) including locker and wash room facility, **b.** Easy chair charges Rs.25/-, **c.** Bathing facility Rs.10/-, **d.** 25% concession to TSRTC crew on the above rates shall be applied.

**68. Organic Sugarcane Juice** – The contractor shall maintain the stall in Hygienic way ( with modern machines, AC provision with glass fittings to be made by the tenderer) and after juice is extracted, the sugar cane stalk will be properly packed and disposed with out effecting the surroundings.

**69. A/C DELUXE LOUNGE:**

**The user charges to be collected from the passengers utilizing the a/c deluxe lounge shall not be more than Rs.30/- for first 2 hours are part thereof and Rs. 20/- for every subsequent hour are part there of (as maximum permissible charges).**

b. The user charges thus fixed shall be constant for the initial 3 years period of contract. After the stipulated period of 3 years the licensee shall represent to the tender Committee. The Tender Committee will review user charges as per the marketing rates prevailing locally.

c. The long distance passengers who are in possession of advance reservation tickets for Indhra/Garuda/Garuda+ buses shall be allowed to utilize the Deluxe Lounge free, one hour before the Scheduled departure.

**70. The TSRTC shall allot stalls/open spaces for operation of Cargo Parcel and Courier Services to highest quoted bidders. The stalls/open spaces shall allot as per PCC agreement i.e. initially 2 years and extendable another 3 years based on the satisfactory performance of the PCC agent.**

**71. The bidder must notify the nature of business, which stalls/spaces were marked as “any authorized business”.**

**72. CANTEEN business at Major & A Class bus station**

1. The tenderer must be a member of APHA/TELANGA HOTEL ASSOCIATION. If the tenderer is not a member of APHA/THA, his/her tender shall be treated as invalid duly refunding the EMD amount paid by him. The tenderer must furnish the proof of membership of APHA/THA along with the tender form.
  - a). For Major & A Class Bus Stations, the bidder shall furnish the average annual turnover of the preceding two years period.
  - b). For the ex or existing licensees of the Canteens at TSRTC/APSRTC Bus Stations, the licence period as run by the licensee in preceding 6 years shall be treated as experience.

## **2. LIST OF THE DOCUMENT TO BE SUBMITTED FOR QUALIFYING IN TECHNICAL BID**

- a). Earnest Money Deposit (EMD) as prescribed in the Tender Notice
  - b). In the case of company - Memorandum and Articles of Association along with certificate of incorporation, and date of commencement business etc.
  - c). In case of Firm, registered under the Partners ship Act - 1932 List of partners along with certificate of registration, details of their business and partnership deed etc., duly attested by Notary.
  - d). Previous dealings of the applicant with APSRTC/TSRTC, if any
  - e). Proof of minimum of no. years of experience in the field of Catering / hospitality business
  - f). Copy of income Tax Return of last two completed financial years(annexure-II).
  - g). Food license/PFA Registration dating more than two year
  - h). Permanent Account Number (PAN) / TIN Number.
3. However the commercial offer of the bidder will be the criteria for allotment once they qualify in the technical bid.
  4. If the highest tenderer backs out or does not take up the licence for whatsoever reasons, the Regional Tender Committee shall forfeit the EMD amount paid by the tenderer.
  5. The Regional Tender Committee shall negotiate with the second highest tenderer to increase the offer only when the highest tenderer backs out from taking up the licence. If second highest tenderer agrees to enhance the offer equivalent to the amount offered by the highest tenderer, or more, the tender committee shall allot the canteen to the second highest tenderer or otherwise call fresh tenders.

### **SECURITY DEPOSIT:**

6. The licensee shall pay six months highest monthly licence fee towards security deposit and one month advance licence fee within 15 days from the date of allotment letter. The licensee shall pay the difference of security deposit whenever there is increase in monthly licence fee.

### **BANK GUARANTEE:**

7. The licensee shall furnish Bank Guarantee equivalent to 4 months licence fee within 15 days from the date of allotment letter. The Bank Guarantee shall be returned back to the licensee after 6 months of initial contract period.

### **LICENCE FEE HOLIDAY FOR MAJOR, A AND B CLASS BUS STATIONS:**

8. For canteens, to facilitate the licensee for providing good ambience, furniture etc. a licence fee holiday period of 1 month is given to the licensee from the date of entering into

an agreement. However the licensee shall pay the monthly licence fee from the date of commencement of business or after completion of one month from the date of entering in to agreement, whichever is earlier.

**9. DIVIDING THE CANTEENS INTO TWO SECTIONS:**

- a). For A class Bus stations, the licensee shall divide the canteen into i)Premium and ii) Economy sections as per demand and on the advise of RM concerned enabling the canteen available to all classes of passengers.
  - b). The waiters shall wear uniform which shall be supplied by the licensee at his cost.
  - c). In Economy section also the licensee shall provide quality food with reasonable rates, neat and tidy premises and other required facilities.
  - d). The premises and surroundings of the canteen shall be kept in clean and tidy condition always and are subject to inspections by the officials of the licensor and the Municipal Authorities.
10. The licensee shall renovate and decorate the canteen allotted for good ambience at his own cost. Any changes that he opts to do shall be done with prior approval of the RM concerned duly obtaining the opinion of Dy.EE(Civil) concerned.
  11. The licensee shall set up a hygienic and clean kitchen, and cleaning areas with ultra modern stainless steel kitchen equipment and steam cooking range.
  12. The licensee shall sell quality food and maintain the quality as per the standards communicated by the Telangana State Civil Supplies Corporation in the canteen. The quality of all food stuffs shall be same and uniform for both premium and economy sections. However, at premium section, the licensee shall supply extra side dishes like chutneys, pickles etc.
  13. Purified and safe drinking water shall be made available in all canteens
  14. The licensee shall not use husk or coal as fuel in the canteen. The licensee should use LPG or bio gas in the canteen as fuel.
  15. The licensee shall insure the canteen structures against fire/damage or any other natural calamities at his own cost.
  16. The employees of the corporation shall be given 25% concession on the rates of food stuffs sold in the canteen.
  17. The licensee shall erect "Glow Sign Board" (each 2) to the canteen in uniform size in consultation with the Bus station Manager/Depot Manager concerned. He can also put directional sign boards (not exceeding 4) at the locations and sizes as decided by RM concerned for the convenience of passengers apart from improving his business.

**18. CIVIL WORK TO BE TAKEN UP BY THE CORPORATION TO THE CANTEENS:**

- a). Drainage pipe line with sufficient diameter to avoid over flow and easy maintenance and collection chambers with grills & water supply pipe lines & Toilets.
- b). Washing Area to be provided with tiles.
- c). Wherever necessary tile flooring and wall cladding with tiles to be provided.
- d). Painting works to be taken up periodically.

- e). Necessary electrical points & fixtures (tube lights only) to be provided. Pipelines for supply of Gas to be provided.
- f). Wherever feasible additional entry from outside can be provided. Additional space if provided shall be on pro-rata basis.

19. WORKS TO BE TAKEN UP BY THE CONTRACTOR:

- a) Construction of stalls & necessary partitions with Aluminum.
- b) Separate walls for AC rooms etc.
- c) Any decorative works.
- d) Furniture.
- e) Drinking Water supply arrangements.

ANNEXURE

**Certificate of break-up Sales turnover duly certified by Chartered Accountant  
Letter Head of Chartered Accountant**

(The Certificate must be issued by Chartered Accountant who has audited the books of Accounts of the Applicant)

This is to certify that the break-up of sales of M/s \_\_\_\_\_ having its office at \_\_\_\_\_ for the year ended on \_\_\_\_\_.

| S.No.    | Particulars                           | Nature of activity | Details                                         | Amount (in Rs.) |
|----------|---------------------------------------|--------------------|-------------------------------------------------|-----------------|
| 1.       | Sales/Turnover from catering business | catering           | Static Units (Name of the Unit to be mentioned) |                 |
| TOTAL(1) |                                       |                    |                                                 |                 |



2. Sales/Turnover from Hospitality Business (Please specify the nature of business activity)

TOTAL(1)

3. Sales from Trading/ Manufacturing in Food and Beverage business (please specify the nature of business activity) As Manufacturer Specify description  
As Stockiest/  
Distributor/  
Trader/Retailer

TOTAL(1)

4. Grand Total(1+2f+3) (The Grand Total of the sales must tally with the sales figure reported in the Audited Profit & Loss Account)

Note: 1) Tenders not accompanied with the above certificate may be rejected.  
2) Business Turnover from other than catering activity will not be considered for the purpose of eligibility for Turnover.

Signature of the Chartered Accountant/  
Name of the Chartered Accountant  
Name of the firm/Seal/Membership No.

The licensees of Cycle/Scooter stands shall pay 2% TDS every month along with monthly licence fee or as fixed by the Income Tax department. The successful tenderer must deposit six highest monthly licence fee + one month advance licence fee and stamp duty @2% on average annual licence fee before execution of Agreement.

The Parking charges to be collected for Cycle ,Scooter stands are as follows:

| TIME        | Major Class  |             |           | A Class   |             | B Class   |             | C Class   |             |
|-------------|--------------|-------------|-----------|-----------|-------------|-----------|-------------|-----------|-------------|
|             | Four Wheeler | Two wheeler | For cycle | For cycle | Two wheeler | For cycle | Two wheeler | For cycle | Two wheeler |
| UPTO 4 HRS  | 20           | 10          | 5         | 3.00      | 10.00       | 3.00      | 4.00        | 2.00      | 3.00        |
| UPTO 8 HRS  | --           | --          | --        | 4.00      | 15.00       | 4.00      | 7.00        | 3.00      | 7.00        |
| UPTO 12 HRS | 30           | 20          | 15        | 7.00      | 20.00       | 7.00      | 10.00       | 4.00      | 9.00        |
| UPTO 16 HRS | --           | --          | --        | --        | --          | 9.00      | 13.00       | 5.00      | 10.00       |
| UPTO 24 HRS | 50           | 30          | 20        | 11.00     | 25.00       | 11.00     | 16.00       | 6.00      | 13.00       |

## ANNEXURE

### NATURE OF BUSINESS/BUSINESSES AND PERMITTED ITEMS:

The tender committee shall ensure that nature of business of any single stall shall not be other than the businesses mentioned hereunder:

- 1. FAST FOOD CENTRE:** Idli, Vada, Upma, Chapati, Dosa, Vegetable Biryani, Curd Rice, Lemon Rice, Mysore Bajji, Tomato Bath, Poori, Pakoda, Dhai vada and Utappa, Tea, Coffee, Milk, Butter Milk, Bournavita, Boost and Horlicks. (\*\*the rates of food items to be included in the deed of licence).  
(The kitchen provision shall be ensured for such type of business before earmarking the stall for such business)
- 2. SODA & COOL DRINKS STALL:**
  - a) Already manufactured and stored drinks in bottles/packs (Company Drinks) such as Limca, Thums up, Gold Spot, Pepsi, Coca Cola, Maaza, Frooti etc.
  - b) Sodas in sealed bottles, manufactured by reputed companies like Bislery, Kinley, Pepsi etc.
- 3. FRUIT STALL:** All kinds of Dry Fruits and Fresh Fruits such as Banana, Apple, Orange, Grapes, Mangoes, Pine Apple etc. The licensee shall not be allowed to sell fruit juice.
- 4. FRUITS – FRUIT JUICE STALL:** All kinds of Dry Fruits and Fresh Fruits such as Banana, Apple, Orange, Grapes Mangoes, Pine Apple etc. Fruit juice made out of the Fruits on the spot.
- 5. SWEET STALL:**

- a) All kinds of Sweet items
  - b) All kinds of Savoury(Khara) items
  - c) The licensee shall not be permitted to have a Stove/heating point in the stall for preparation.
- 6. BAKERY STALL:** Biscuits, Bread, Khara, Chips, Cakes, Jam, readymade baked food items and Chocolates with a permission to use an electric oven.
- 7. SWEETS & BAKERY STALL:**
- a. All kinds of Sweet items
  - b. All kinds of Savoury(Khara) items
  - c. Biscuits, Bread, Khara, Chips, Cakes, Jam, ready made baked food items and 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.
- 8. POP CORN STALL:** Only Pop-Corn.
- 9. BOOK STALL:**
- a. News Papers
  - b. Weekly, fortnightly and Monthly Magazines
  - c. Books (prohibited books/Magazines shall not be sold).
  - d. Pens/Pencils
  - e. Dairies, Calendars etc.
- 10. TEA & SNACKS STALL:**
- a. Any fried and packed eatables which don't require heating or warming at the time of sale.
  - 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.
  - c. Tea and Coffee shall be served in disposable cups.
  - 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/coffee/tea is strictly prohibited.
- 11. ICE CREAM STALL:** All varieties of Ice creams.
- 12. ICE-CREAM & COOL DRINKS STALL:** All varieties of Ice creams and Already manufactured and stored drinks in bottles/packs(Company Drinks) such as Limca, Thums up, Gold Spot, Pepsi, Coca Cola, Maaza, Frooti etc.
- 13. DAIRY PARLOUR:** Dairy Milk and other Dairy products such as Bottled/Tetrapack Dairy Milk, Flavored 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.
- 14. FLOWER STALL:** Flowers – Garlands.
- 15. READY MADE GARMENTS:** Already stitched garments which are ready to wear. Stitching with Sewing Machine etc. shall not be permitted.
- 16. ELECTRONIC GOODS/TOYS:** Electronic Goods and Toys of all types.
- 17. FANCY/GENERAL STALL:** Plastic/Rubber Goods, Bags, Ladies Purse/Vanity Bags, Soaps, Talcum powders, Small Mirrors, Decorative Paper items, Photo frames, Bangles, Trays, Toys, Cosmetic items/Detergents, Shaving Cream/Lotions, Combs, Tooth Paste/Brush, Flasks, Roll Gold Fancy items, Photo Albums and Shampoos.
- 18. MOBILES AND ACCESSORIES STALL:** Mobile Phones, Cases & Covers, Screen Protectors, Power banks, Bluetooth headsets, Wired Headsets, Data Cables, Mobile Chargers, Mobile utility/antivirus software.
- 19. CLOAK ROOM:** Charges shall be for 24 hours or part thereof. (\*\*USER CHARGES TO BE INCORPORATED IN THE DEED OF LICENCE)
- 20. CYCLE/SCOOTER/PARKING STAND(\*\*USER CHARGES TO BE INCORPORATED IN THE DEED OF LICENCE)**

- 21. DORMITORY/LOUNGES** (\*\*UER CHARGES TO BE INCORPORATED IN THE DEED OF LICENCE)
- 22. ATM** – ATMs of Banks or organizations authorized by RBI.
- 23. CHAT BANDAR** – Chat, Panipuri, Belpuri, Cutlet & other savoury items related to Chat Bandar ( **Permitted in pucca stalls subject to the availability of Kitchen and Drainage provisions. Char Bandar in open spaces is not permitted**)
- 24. SEEDS AND FERTILIZERS :-**
- 25. FOOT WEAR:-**
- 26. AUDIO, VIDEO & MUSIC CASSETE CENTER :-**
- 27. XEROX, DTP, INTERNET, LAMINATION & NET CENTER:-**
- 28. STATIONARY SHOP:-**
- 29. MEDICAL SHOP:-**
- 30. ELECTRICAL STORES**
- 31. SALOON**
- 32. OFFICE ACCOMIDATION**
- 33. XEROX AND STATIONARY**
- 34. NURSERY :- It may be permitted only in open space**
- 35. SUPER MARKET**
- 36. FURNITURE SHOP**
- 37. CROCKERY**
- 38. TRAVELLING GOODS – The items to be sold as specified in the tender document and agreement**
- 39. HARDWARE SHOP.**
- 40. GODOWN - It may be permitted in open space only**
- 41. TAILOR SHOP/ BOTIQUE**
- 42. SARWAPINDI – Sarwapindi may require heating point and in the absence of kitchen facility, it is not advisable. However, this item may be included as an item in Fast food centers and wherever, the kitchen facility and drain facility is available this business may be permitted.**
- 43. TWO WHEELER SHOWROOM – It will be permitted only in open spaces.**
- 44. WATER KIOSK – 1. Exclusive Water Kiosk stalls shall sell purified water with the following rates.**  
 i. 100 ml sachet Rs.2/-, ii. 200ml sachet Rs.3/-, iii. 1 ltr Bottle refilling Rs.5/-, iv. 1 ltr with oet bottle Rs.10/-.  
**2. Exclusive water kiosk licensees shall permitted to sell packaged drinking water bottles of reputed brands (ar MRP only) with BIS and FSSAI standards.**
- 45. ORGANIC SUGARCANE JUICE:**

NOTE: Pan and Pan related items: Pan Masala or Gutkha by whatsoever name which contains Tobacco and/or nicotine as ingredients shall not be permitted.

**PERMITTED ITEMS TO BE SOLD IN CANTEEN:**

PERMITTED ITEMS TO BE SOLD AT CANTEEN (to be included in the MENU):

(\*\*the rates of food items to be included in the deed of licence)

- a. **Meals** – Full Meals & Plate Meals, Vegetable Biryani, Curd Rice, Lemon Rice
- b. **Tiffin Items** – Idly, Vada, Upma, Chapati, Dosa(all types), Mysore Bajji, Tomato Bath, Poori, Pakoda, Dhai Vada, Pongal, Utappa and Uggani.
- c. Tea, Coffee, Milk, Butter Milk, Bournvita, Boost, Maltova and Horlicks.

- d. Cool drinks i.e.already manufactured and stored dinks in bottles/packs (company drinks) such Limca, Thumsup, Gold Spot, Pepsi, Coca-Cola, Maaza, Frooti etc.
- e.The licensee shall sell Cool drinks from separate counter and should locate the Tea, Coffee, Cool drinks inside the Canteen without exposing the same to the outside as separate Kiosks/Counters conspicuously.
- f. Corporation specified branded water bottles with logo of the Corporation shall only be sold to the customers of the Canteens.
- g. \*If Non-Veg is permitted, the list of items to be permitted:
- Mutton: Only Sheep/Goat meat shall be used for preparation of Biryani/All curries of Mutton. Chicken Fish Prawns Crabs
- The licensee shall ensure that –**
- Separate provision(partition) shall be made in the allotted space for non vegetarians.
  - Non vegetarian food items should be kept separate from other food items.
  - The used surface should be cleaned properly with anti-bacterial agents.
  - Staff must be trained enough to avoid cross-contamination.
  - Permission for sale of additional items(other than those permitted as per agreement) shall not be given.