

e-procurement tender notification NO:E4/122(4)/2017-SR, DT:29.05.2017



TELANGANA STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPOINTMENT OF LICENSEES FOR STALLS/
CANTEEN, OPEN SPACES, TWO WHEELER PARKING, etc., IN THE BUS
STATIONS OF SECUNDERABAD REGION**

www.eprocurement.gov.in

**O/o THE REGIONAL MANAGER, SECUNDERABAD REGION
JBS, PICKET, SECUNDERABAD.**

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

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Telangana State Road Transport Corporation (TSRTC) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Corporation in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Signature of the Tenderer.

e-tender details

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	SECUNDDERABAD REGION
3.	Tender Number	No.E4/122(4)/2017-SR, dated 29.05.2017
4.	Tender Subject	Appointment of Licensees for Stalls/Open Spaces, Dormitory / Canteen, Two Wheeler Parking, etc., in the Bus Stations of Secunderabad Region
5.	Period Of Contract	As per Tender Document
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	Bidders should submit their EMD by way of Demand Draft/Banker's Cheque Drawn in any Nationalized Bank Payable at Hyderabad in favour of Deputy Chief Accounts Officer, Secunderabad Region, TSRTC . For details of EMD amounts, refer Tender Document (For each Stall)
9	Tender document Process Fee	As per Tender Document (For each Stall)
10.	Tender document Process Fee Payable To	Deputy Chief Accounts Officer, Secunderabad Region, TSRTC, payable at Hyderabad
11.	Bid submission starting date and time	18-09-2017 at 11.00am
12	Bid submission closing date and time	04-10-2017 at 05.00pm
13.	Hard copies submission date and time	05-09-2017 between 11.00 am to 02.00 pm
14.	Submission of separate DDs towards EMD	SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF THE BIDS WITHIN THE STIPULATED TIME

15.	Technical Bids Opening Date	06-09-2017 at 03.00 pm
16.	Commercial Bids Opening Date and Time	07-09-2017 at 03.00 pm
17.	Place Of Tender Opening	Office of the Regional Manager, Secunderabad Region, JBS, Picket, Secunderabad.
18.	Officer Inviting Bids	Regional Manager, Secunderabad Region, TSRTC
19.	Contact Person	Regional Manager, Secunderabad Region, TSRTC
20.	Address/E-mail id	Office of the Regional Manager, 2 nd floor, JBS, Secunderabad. Email id: rmsrrtc@gmail.com
21.	Contact Details/Telephone, Fax	9959226125
22.	Procedure to Offer Submission	The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at www.eprocurement.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place www.eprocurement.gov.in or https://tender.eprocurement.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e-Procurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.

1. Registration with e-Procurement platform:

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

2. Digital Certificate Authentication:

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

3. Submission of Hard Copies:

After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process fee to the Tender Inviting Authority and other uploaded documents before opening of the bids. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority before opening of bids either personally or through courier or by post and submission of the same within the stipulated time shall be the responsibility of Bidders. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bids will be rejected and the EMD will be forfeited.

The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.

4. Payment Of Transaction Fee:

It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s.TSTS (Telangana State Technological Services), the service

		<p>provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O.Ms.13 dated 07.05.2006. A 18% (9% SGST+ 9% CGST) + Bank Charges on the transaction amount payable to TSTS (Telangana State Technological Services) shall be applicable.</p> <p>5. Tender Document:</p> <p>The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p>6. Bid Submission Acknowledgement:</p> <p>The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS and M/s TSTS ((Telangana State Technological Services)) are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

HOW TO APPLY

- Click at www.eprocurement.gov.in / <https://tender.eprocurement.gov.in> to download e-Procurement notification
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

For any help or technical support on e-Procurement, Bidders may contact M/s Vayam Technologies Limited over phone or in person or their helpdesk at:

e-Procurement Help Desk
Vayam Technologies Limited
Plot No.107, 1st Floor, Lumbini Enclave, Opp: NIMS Hospital,
Near Hotel Urvasi , Punjagutta,
Hyderabad-500082,
Telangana State, India
Ph: +91-40-44426250/51
Fax: +91-40-44426252
E-Mail: helpdesk.eproc@vayamtech.com

TELANGANA STATE ROAD TRANSPORT CORPORATION

To
The Regional Manager,
T.S.R.T.C., Secunderabad Region,
2nd Floor, Jubilee Bus Station,
Picket, SECUNDERABAD.

Sir,

Sub :- e-TENDERS: Tenders for allotment of stalls / open spaces / Canteen etc. –
Submission of Tender form - Reg.

Ref : - e-Tender Notification No.E4/122(4)/2017-SR, Dt.29.05.2017.

I / We hereby submit my / our Tender in the prescribed tender form. I / We have read thoroughly the Terms and Conditions supplied together with the Tender form, and understood the full contents.

I / We hereby further agree to abide by the terms and conditions stipulated by the Corporation from time to time during the operation of my / our business on awarding license for the same.

Yours faithfully

(SIGNATURE OF THE TENDERER)

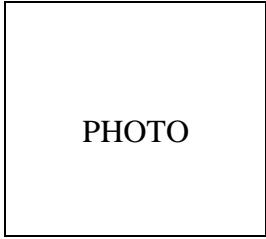
Date :

Full Name :

Permanent Address of the
Tenderer (IN BLOCK LETTERS) :
With Cell Phone No.

TENDER FORM

- 1) NAME OF THE TENDERER :
2) FATHER's NAME :
3) STALL No. :
4) NATURE OF BUSINESS :
5) NAME OF THE BUS STATION :



6) a) **MONTHLY LICENSE FEE OFFERED BY THE TENDERER Rs.....**

b) Water, Electricity, Maintenance & GST charges extra.

7) Details of Earnest money Deposit (EMD) Drawn in favour of Dy. Chief Accounts Officer, TSRTC, Secunderabad Region, payable at Hyderabad (DD to be enclosed):

Particulars	Name of the Bank and Branch	DD's / Banker's Cheque No. and Date	Amount (Rs.)
1. EMD			
2. Processing Fee			

6). FULL ADDRESS OF THE TENDERER : H.No. :
(For correspondence with Locality :
Telephone Nos. If any) Village :
along with residential proof Mandal & Dist :
Pin Code No :
Phone No :

8). AGE OF THE TENDERER :
(Minors are Not Eligible)

9) PAN CARD No. :

9). I/We offer the following sureties, who have signed hereunder as Sureties.

Sl. No	Name of the sureties with full address	Occupation	Signature
1)			
2)			

SIGNATURE OF THE TENDERER

Contd.2.

TELANGANA STATE ROAD TRANSPORT CORPORATION

No.E4/122(4)/2017-RM/SR

O/o the Regional Manager/SR
JBS, Picket, Secunderabad.
Dt.29.05.2017.**e-TENDER NOTIFICATION**

The Online tenders are invited from intending Business Firms / Persons for running business in the following Canteens, Stalls, Spaces, Two Wheeler Parking in the bus stations of Secunderabad Region.

SL No	UNIT/ DEPOT	NAME OF THE BUS STATION	STALL NO.	NATURE OF BUSINESS	SIZE	Whether Pucca / Open	EMD	PERIOD OF CONTRACT
1	CGCL	Ghatkesar Bus Station	D6	Xerox & Stationary	6 x 6	Open	25000	5 years
2	KG	ECIL Bus Station	G-5	Soda Hub	6 x 6	Open	50000	5 years
3	RNG-1	RNG-I	R-1	Canteen	20 x 40	Open	50000	5 years
4	RNG-2	Rathifile Bus Station	J-8	Cloak Room / Godown / Dormitory	837 sft	Pucca	100000	5 years
5	RNG-2	Rathifile Bus Station	J-9	Cloak Room / Godown / Dormitory	915 sft	Pucca	100000	5 years
6	KP	SNG	S2	Tea, Coffee & Snacks	9 x 9	Pucca	25000	5 years
7	KP	SNG	S3	Stationary & Xerox	65.61 sft	Pucca	25000	5 years
8	KP	CAC	K1	Ice Cream and Cool Drinks	9.1 x 9.6	Pucca	10000	5 years
9	KP	CAC	K2	Pop Corn & Sweet corn	9.1 x 9.6	Pucca	10000	5 Years
10	KP	CAC	K3	Cell Phone sales & Services	12.8 x 9.6	Pucca	15000	5 Years
11	KP	CAC	K5	General Stores & Computer Electronics	16.9 x 7.6	Pucca	15000	5 Years
12	KP	CAC	K6	Bakery and Fast food	10.11 x 7	Pucca	10000	5 years
13	KP	CAC (first floor)	K11	Bank/ Office /Banquent Hall/ Hospital / Education Institute/ Restaurant	2272 sft	Pucca	200000	5 years
14	KP	Cellar	C1	Xerox	8 x 6	Pucca	20000	5 years
15	KP	Cellar	C2	Office / Godown	18.8 x 9.8	Pucca	25000	5 years

16	MDCL	MDCL Bus Station	K1	Bakery	108 Sft	Pucca	50000	5 years
17	BHEL	PTC Bus Station	P-1	Sweet Corn & Pop Corn	82.88 sft	Pucca	50000	5 years
18	BHEL	PTC Bus Station	P-3	Bakery / fancy / Cool drinks	12.5 x 12.2	Pucca	50000	5 years
19	BHEL	PTC Bus Station	P-5	Cell Phone Shop	4.5 x 8	Pucca	25000	5 years
20	BHEL	PTC Bus Station	P-8	Soda Hub/ Cool drinks / Book Stall	8 x 6	open	25000	5 years
21	BHEL	PTC Bus Station	P-15	Scooter Parking	1400 sft	Open	75000	4 years
22	BHEL	PTC Bus Station (1 st Floor)	P-17	Super bazar with cellar parking	1670 sft	Pucca	75000	5 years
23	BHEL	PTC Bus Station (1 st Floor)	P-18	Bank/ Office / Restaurant with cellar parking	2248 sft	Pucca	100000	5 years
24	BHEL	PTC Bus Station (1 st Floor)	P-19	Shopping mall with cellar parking	3925 sft	Pucca	200000	5 years
25	BHEL	PTC Bus Station (2 nd Floor	P-20	Dormitory with cellar parking	8550 sft	Pucca	400000	5 years

**TELANGANA STATE ROAD TRANSPORT CORPORATION
SECUNDERABAD REGION**

TERMS AND CONDITIONS FOR ALLOTMENT OF STALLS / OPEN SPACES

1. The maximum period of license is :

- a) Five years only for canteens / dormitories and stalls / open spaces. The license fee shall be the same during the initial three years and shall be increased by 10% for 4th year, 15% in 5th year over the license fee payable in 3rd and 4th year of license respectively.
 - b) Four years only for two wheeler parking. The license fee shall be same during initial two years and shall be increased by 10% in 3rd year and 15% in 4th year of licensee over the license fee payable in 2nd and 3rd year license respectively.
2. a) Separate tender form has to be submitted for each stall / open space. The tenderer shall have to submit the tender form only for the business mentioned against such in the tender notification. No combined quotations for multiple business should be submitted and for any deviation, the tender will be rejected.
- b) The interested parties shall inspect the premises before submitting the tender form.
- c) Allotment of open space at bus station will be as specified by the Depot Manager concerned.
- d) The Nature of business and permitted items are furnished in the enclosed **Annexure I**.
- e) The Tenders in the name of minor or on behalf of minors will be rejected.
- f) In case of firms / companies / corporations etc. the authorized representative can submit the tender application along with authorization letter.
3. a) The Tender forms shall be downloaded from online website. The price bid shall be quoted online only.
- b) The tender form duly filled in, along with the Demand Draft in Original towards EMD and Processing fee is drawn in favour of "**Dy. Chief Accounts Officer, Secunderabad Region, TSRTC**" should be enclosed together with the form of terms and conditions with signature on each page with residential proof shall be kept in a sealed cover.

On the sealed cover, mention the stall No., nature of business, name of the bus station along with 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, Secunderabad Region, 2nd Floor, Jubilee Bus Station, Picket, Secunderabad. The details of the date and time of submission and opening of tenders are as follows.

SIGNATURE OF THE TENDERER

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- i) Tenders form shall be downloaded from online website. (www.eprocurement.gov.in & [http://www.tsrtc.telangana.gov.in.](http://www.tsrtc.telangana.gov.in))
- ii) Tender forms duly signed along with EMD & Tender processing fee DD's kept in sealed covers by mentioning Stall No. the nature of the business and name of the Bus station written in capital letters on top of the cover shall be dropped in the Tender Box kept at Regional Manager, TSRTC, Secunderabad Region, 2nd Floor, Jubilee Bus Station, Picket, Secunderabad from 11.00 to 14.00 hours on **05.10.2017**.
- iii) Online tenders will be opened **on 06.10.2017 at 03.00 hrs by the Committee** in the presence of the tenderers or their authorized representatives.
- iv) The **GST applicable**, if any, shall be borne only by the **Licensee** at the rate as communicated by Government from time to time.
- v) The **Maintenance Charges @ Rs.1.50 ps per Sft** shall be collected from **Licensee** every month.
- vi) **TSRTC reserves the right to accept or reject the tenders of any stalls** without assigning any reasons thereof.
- c) The tenders received after the stipulated date and time will not be accepted. Tenders will be opened by the Tender Committee in the presence of the tenderers or their only one authorized representative may be present while opening of Sealed Tenders.
- d) The successful tenderer shall enter into an agreement within 15 days from the date of issue of allotment order or seven days from the receipt of allotment order by paying security deposit (Deposit equivalent to Six highest monthly installments) of the total contract period and enter into an agreement with the Divisional Manager concerned, duly paying stamp duty chargeable @ 2% on the value of the average annual rent/license fee.
- e) Amount quoted by the tenderer towards Monthly license fee shall be exclusive of maintenance, electricity and water charges. The tenderer should quote monthly license fees offered by him, both in figures and words clearly.
- f) In case of any corrections on the monthly license fee quoted or any other correction in the tender form, they should be attested by the tenderer, otherwise the tender form will be rejected.

SIGNATURE OF THE TENDERER

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- 4 a) The downloaded hard copies forms not accompanied by Demand Drafts in original towards the requisite EMD and Tender processing fee, incomplete filled in tender forms and unsigned terms and conditions will be rejected.
- b) Tender forms with any preconditions additional conditions other than the conditions prescribed and supplied by TSRTC (licensor) will summarily be rejected at the time of opening tenders.
- c) The EMD & processing fee prescribed in the tender notification should be in the form of Demand Draft/Banker's Cheque only drawn in favour of "Dy. Chief Accounts Officer, Secunderabad Region, TSRTC". The Demand Draft/Bankers Cheque in original should be enclosed along with the uploaded documents, the EMD amount will not carry any interest.
- d) EMD is not exempted to any society/voluntary organizations / communities etc.

5. Tenders shall be invariably REJECTED:-

- a) When incomplete tender form is submitted or tender form with pre-conditions or additional conditions is submitted.
 - b) When the tender is submitted in an irrelevant tender form.
 - c) When the tender is submitted for the business other than the one notified in the tender.
 - d) When the tender form is not enclosed with the original DD towards EMD
 - e) When required Xerox copies are not enclosed with the Tender Form.
6. The EMD of the tenderer shall be forfeited under the following circumstances:
- a) When the tenderer backs out from payment of security deposit within 7 days from the date of receipt of allotment letter or 15 days from the date of allotment letter, whichever is earlier.
 - b) When the EMD paid is less than what is stipulated in the tender.
 - c) When the EMD is paid through other means i.e. in a manner other than what is stipulated in the tender notification.
 - d) When incomplete tender form is submitted or tender form with preconditions or additional conditions is submitted.
 - e) When the tender is submitted in an unconcerned tender form.

SIGNATURE OF THE TENDERER

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- f) When the tender is submitted for the business other than that notified in the tender notification.
- g) When the tender is submitted by minors / or on behalf of minors.
- h) The successful tenderer /allottee has to pay Security Deposit equivalent to Six Highest monthly installments of the total contract period as security deposit.
- i) **The security deposit will not carry any interest.**
- j) **The Security deposit is refundable only after completion of license period.** Security deposit will not be adjusted towards the license fee payable by the licensee during the licence period.
- k) The security deposit of licensees of canteens, stalls/shops is refundable only after removal / dismantling additional structures constructed by them for their use, if any permitted. In case the licensees vacate the premises without dismantling/removal of additional structures, the cost of dismantling/removing the additional structures will be adjusted out of the security deposit and the balance will be refunded.
- l) The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license or for breach of any condition / conditions of license.

7. LICENCE PERIOD / MINIMUM PERIOD OF DOING BUSINESS :-

- (i) The license period of canteens / stalls / open space / office accommodation / dormitory / deluxe lounge shall be five(5) years only.
- (ii) The license period of cycle / scooter parking shall be four(4) years only.
- (iii) The licensee shall have to run the business for a minimum period of one year in respect of stalls / shops / open space / canteen / office accommodation / telephone booth / dormitory / deluxe lounge, from the date of commencement agreement period. If the licensee desires to vacate the premises for whatsoever reasons before completion of license period of one year, as the case may be, the licensee has to pay the balance amount which falls short of the amount equivalent to one year license fee.

SIGNATURE OF THE TENDERER

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- (iv) The licensee shall have to run the business for a minimum period of one year from the date of entering into an agreement. "If the licensee desires to vacate the premises for whatsoever reasons, before completion of license period of one year, as the case may be, the licensee has to pay the balance amount which falls short of the amount equivalent to one year license fee".
- (v) If the licensee clears the balance contact amount for the leftover minimum stipulated period of one year, the security deposit will be refunded. In case the licensee fails to pay the amount which fall 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.
8. However, no license shall be terminable except for default in payment of license fees in which case the license can be terminated with a period of 7 (seven) days notice. If the licensee defaults in payment of license fee for three months consecutively or three times in a calendar year, the license can be terminated with a period of 7 (seven) days notice effective from the date of default and the Security deposit will be forfeited.
9. The license fee per month exclusive Maintenance, Electricity and Water charges and the same shall be paid in advance on or before 10th day of current month. If 10th day happens to be holiday the payment shall be made on the next working day.
- (a) the licensee is liable to pay Penalty for each day delay @ 36% per annum in case of belated payment of monthly license fee, maintenance, electricity and water charges, on the amount payable, in addition to the payment of license fee.
10. The allotment of canteens, stalls/open spaces etc., shall be on NON-EXCLUSIVE BASIS i.e. the Corporation shall have right to grant license to more than one licensee to do the same type of business in the same premises (Bus Station - Commercial Complex).
11. The license is liable for termination in the event of the licensee failing to do the business (for which the license is granted) for a continuous period of 90 days, which shall also carry necessary penalties and forfeiture of security deposit to the Corporation.

SIGNATURE OF THE TENDERER

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12. CONFINEMENT TO THE AREA OF STALLS (STALLS / OPEN SPACES /CANTEEN etc., ALLOTTED)

- I) The licensee has to perform the business by confining to the extent of space, stall/shop 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 the licensee, under any circumstances.
- II) The corporation reserves right to reduce the area mentioned or change the allotted place if required.
- III) If any licensee encroaches the platforms, area meant for passengers movement or area of the stall/shop. the licensee is liable for payment of penalty as furnished hereunder:

S. No.	TYPE OF BUS STATION	AMOUNT OF PENALTY TO BE IMPOSED
1	Major and 'A' Class	Rs.1,000/- on each occasion
2	'B' Class	Rs.500/- on each occasion
3	'C' Class	Rs.200/- on each occasion

- IV) If the Licensee found encroaching the platforms more than three times in a calendar year, the licensee is liable for termination with 7(seven) days advance notice.

13. Permission shall not be accorded to any licensee to open sub-stalls/outlets.
14. The licensee shall not be permitted to engage HAWKERS.
15. a)The licensee should exhibit the price list of the items sold which shall not be higher than the rates prevailing in the local market or shall not exceed MRP as the case may be or as notified by the Government or any such statutory authority and shall run the business in accordance with laws. Such price list should have prior approval of the competent authority of the Corporation.

SIGNATURE OF THE TENDERER

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- b) If the licensee is found selling un-authorized items or found selling at prices higher than the approved prices or commits breach of terms and conditions of the agreement, the Corporation i.e. RM/DVM/DM concerned as the case may be are empowered to levy penalty up to a maximum of Rs.1000/- on each occasion. If the licensee repeats the offence thrice, his license is liable for termination, with a notice of 7 (seven) days.
- c) 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/her own cost with prior permission of the RM/DVM/DM/Dy.EE.
16. The licensor shall have the right to terminate the license (contract) if in their opinion the quality of goods/service sold is not up to the standard/satisfaction, besides forfeiting the security deposit.
17. The successful tenderer will be allowed to commence the business after payment of security deposit, execution of agreement (Deed of License).
18. 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.
19. The EMD amount of unsuccessful bidders will be refunded after finalization of tender 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.
20. a) The licensee shall arrange sub-meters at his/her own cost and pay the electricity and water charges every month to the Corporation in addition to the license fee 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 endeavor to supply water and electricity required by the licensee.
- b) Supply of Water and electricity is subject to availability. 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.

SIGNATURE OF THE TENDERER

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21. In the event of death of licensee, the license 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 license, on execution of fresh deed of agreement by such legal heir.
22. The Licensee shall pay minimum wages to the labour engaged by him/her at the rates not less the minimum wages notified by the Government from time to time under Minimum Wages Act 1948, failing which the difference of wages will be deducted from the security deposit.
23. The Licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act, 1970.
24. The Licensee 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 Licensee shall at all times indemnify the Corporation all claims, damages for compensation under the provisions of all laws and Acts pertaining to the Labour.
25. (a) The Licensee shall pay minimum wages to the workers/staff engaged by him as fixed by the Government from time to time.

(b) The Licensee shall recover 12% towards PF on the wages paid and the licensee shall have to pay matching contribution @12%, administrative charges @1.10% and inspection charges @ 0.18% on the total wages paid to all the persons engaged by him/her.
26. In case of any accident to the personnel employed by the licensee during the business time, the licensee alone be liable to payment of Workmen's Compensation and any other statutory dues of payments and TSRTC is not liable for payment of any such amounts. The licensee shall satisfy the TSRTC the arrangement made by him to fulfill his obligation arising out of this clause by way of insurance policy or any other means to the satisfaction of the Corporation.

SIGNATURE OF THE TENDERER

Contd.10.

27. The Workers employed by the licensee shall not have any right or claim whatsoever for employment in TSRTC at a future date.
28. The Licensee shall not exhibit or permit any advertisement of any company / products / services except displaying name of their shop in the stall/shop / open space.
- (a) The Licensee shall erect “**Glow Sign Board**” of the stall in uniform size in consultation with the Bus station Manager/Depot Manager concerned, at his/her own cost (one board for stalls and two boards for canteens)
29. The premises and surroundings of the stall be kept clean and tidy by keeping DUSTBIN at appropriate place and are subject to inspection by the officials of the licensor and the Municipal Authorities. Noncompliance will attract imposing of penalty up to Rs.1,000/- on each occasion
- a) The licensee shall maintain "Suggestions & Complaints" book at his establishment which shall be made available to the public on demand immediately. If any suggestions or complaints 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 for suggestions of the Inspecting officials and the “Suggestions & complaints" book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement or forfeiture of security deposit 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 imposition of penalty or termination of contract duly forfeiting the security deposit amount.
- c) The Corporation shall arrange payment of property tax for shops / stalls / canteen in bus station and the licensee need not reimburse the same.
- d) The licensee shall pay all the taxes under the Central & 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 license and vacation of premises

SIGNATURE OF THE TENDERER

Contd..11..

- e) In case business is not carried out by the licensee due to riots / agitations / bundhs / fire / floods / natural calamities / strike / either by internal or external factors or for any other reasons, for a particular period, or periods the Licensee shall have no right to claim any remission on licence fee payment or compensation or reimbursement of loss etc.,

30) **TERMINATION OF LICENCE :**

The licence is liable for termination **with a 7 days advance notice** on the following grounds:

- i) If the licensee defaults in payment of licence fee for three months consecutively or three times in a calendar year.
 - ii) If the Licensee fails to do the business (for which licence is granted) in the stall for a continuous period of **NINETY (90) DAYS.**
 - iii) If the licensee is found encroached on to the platforms, area meant for passenger movement or any other area / stall / open spaces.
 - iv) If the licensee performs other business, other than the specified in tender notification or as recorded in the deed of license.
 - v) If the licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.
 - vi) In case of misbehavior / assault committed by the licensee, his / her representatives against the employees of the corporation.
 - vii) For breach of terms and conditions of deed of license.
 - viii) The contract shall be terminable with Two (2) month's advance notice by either party after completion of 1 years period
31. The Licensor reserves the right to terminate the license by giving one month's notice in case the premises is required for use of the licensor.
32. In the event of any statutory authority imposing any punishment like fines etc., and if the Corporation is made a party in such penal action, the Corporation has got the authority to keep 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 also be a reason for termination of contract.

SIGNATURE OF THE TENDERER

Contd..12..

33. 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, in case of demolition of existing location.
34. Shifting of Canteens/ Dormitories/ Stalls /Shops, Cycle Stands/Telephone booths etc, 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/canteens etc, in new bus stations.
35. The Maintenance of the Shop/stall such as repairs, periodical white, colour washing etc, during the substance of the license shall be the responsibility of the licensee. However, any internal modification to the shop/stall as may be essential shall have to be carried out at his/her cost with prior approval of the Corporation.
36. Security deposit is refundable on the expiry of the period of license and subject to due performance and fulfilment of Agreement conditions.
37. All notices, consents, sanctions, directions and approval referred to, in this agreement or otherwise shall be given by the licensor to the licensee in writing.
38. 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 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 license fee etc., and the balance, if any, will be refunded to the licensee.

d) Failure to deliver vacant possession by the licensee to the licensor, shall entitle the licensor to forfeit the Security Deposit.

SIGNATURE OF THE TENDERER

Contd..13..

39. In the event of any damages caused to the premises Pucca stall or property of the licensor by the licensee his representatives, agents or servants during the subsistence of this 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 security deposit of the licensee.
40. 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.
41. Permission for change of business other than the business specified in the tender notice will not be accepted.
42. 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 from time to time.
43. In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, Telangana State Road Transport Corporation shall be final.

NATURE OF BUSINESS / BUSINESSES AND PERMITTED ITEMS:

1. CANTEEN:
 - a) Meals - Full Meals & Plate Meals.
 - b) Tiffin Items - Idly, Vada, Upma, Chapati, Dosa, Vegetable Biryani, Curd Rice, Lemon Rice, Mysore Bajji, Tomato Bath, Poori, Pakoda, Dhali Vada and Utappa
 - c) Tea, Coffee, Milk, Butter Milk, Bournavita, Boost, Maltova and Horlicks.

2. FAST FOOD CENTER: The Items mention in 1 (b) & (c).

3. SODA & COOL DRINKS STALL :
 - a. Already manufactured and stored drinks in bottles/packs (Company Drinks) such as Limca, Thums Up, Pepsi, Coca-Cola, Maaza, Frooti etc.
 - b. Sodas in sealed bottles, manufactured by reputed companies like Bislery, Kinley etc.
 - c. Locally prepared Sodas, permitted by Health authorities.

4. FRUIT STALL :

All kinds of Dry Fruits and Fresh Fruits such as Banana, Apple, Orange, Grapes, Mangoes, Pine Apple, etc. The licensees shall not be allowed to sell fruit juice.

5. FRUIT JUICE STALL:

Fruit Juice made out of the fruits on the spot. Cool Drinks and other drinks or juices in packed condition shall not be sold.

6. BAKERY STALL & FAST FOOD:

Biscuits, Bread, Chips, Cakes, Jam, Readymade baked food items and Chocolates.

7. SWEETS & BAKERY STALL: Sweets, Kara & Bakery Items.

8. POP CORN & SWEET CORN STALL:

SIGNATURE OF THE TENDERER

Contd..12..

9. SNACKS STALL:

- a. Any fried and packed eatables, which doesn'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.

The licensee shall not be permitted to have a Stove/Heating Point in the stall for preparation of Snacks

10. TEA AND SNACKS STALL:

In addition to the items mentioned under Snacks Stall, Tea and Coffee shall be served in disposable cups.

11. ICE CREAM STALL : All varieties of Ice creams

12. ICE CREAM & COOL DRINKS STALL: The items mentioned 11 and 3(a).

13. STATIONARY & XEROX

14. FLOWER STALL : Flowers – Garlands

15. READYMADE GARMENTS:

Already stitched garments which are ready to wear – Stitching with sewing machine etc. shall not be permitted.

16. Dormitory.

17. Super Market

18) 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.

19) Two wheeler Parking

20) Cell Phone and Sales & services.

SIGNATURE OF THE TENDERER

Cont.13..

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- 21) General Stores and Computer Electronics.
- 22) Coffee Vending Machine
- 23) Softy Ice Cream.
- 24) Shopping Mall
- 25) Restaurant, Mess, Boarding and Loading.
- 26) Office/Bank.
- 27) Nursery
- 28) Internet Café
- 29) Travel Accessories
- 30) Any legally permitted business, which will not effect the business of the existing stalls.
- 31) Fast Food/ Juice

ANNEXURE-II

FOR CANTEENS

- a) A concession of 25% on the rates of food stuffs / items etc., supplied in the canteen / shops be allowed to the employees of the Corporation.
- b) Drinking water shall be stored in hygienic condition.
- c) In canteens, L. P. Gas, Bio-gas and steam shall only be used. All the utensils shall be kept clean and tidy. No firewood or husk or coal shall be used for cooking.
- d) Utensils – The licensee should use all utensils in the canteen of stainless steel make only for preparation and supply of edibles (glasses, plates, jugs, spoons and other kitchen ware)
- e) The licensee should use in the canteen, brass / stainless steel water containers with lids for storage of drinking water.

SIGNATURE OF THE TENDERER

Contd..14..

- f) Eatables shall be kept in trays covered with wire or nylon tread mesh to avoid flies, mosquitoes and other insects.
- g) Almirah, where eatables, like sweets and other ready to eat food articles are stocked be fitted with glass doors or wire mesh doors to avoid flies.
- h) The licensee should sell in the canteen quality & quantity of food stuffs as per the standards communicated by the civil supplies Corporation of Government.
- i) The licensee should insure the canteen structures and other necessary items in the canteen, which the licensee so desires, against fire / damage or any other natural calamities at his / her own cost.
- j) Floor of the canteen shall be regularly cleaned and swabbed with detergents.
- k) Furniture in the canteen shall be provided with decolam top, which will be convenient for cleaning.
- l) Drainage lines shall be cleaned regularly to prevent choking of lines and omission of bad odor.
- m) Used plates, glasses and other utensils shall be cleaned with hot water / steam and detergent powder.
- n) Drinking water storage containers and al other utensils shall be cleaned every day before topping with fresh drinking water.
- o) The licensee shall supply uniform to the workers / staff engaged by him / her. The workers / staff shall wear the uniform while discharging their duties.
- p) The rates of food items being sold in Canteen and Fast Food center shall be fixed by the Tender Committee (DVM/Concern, Dy.CAO/AO/SR and Depot Manager) and shall be incorporated in the terms and conditions of the Tender Notification and also in the Deed of License.
- q) The rates thus fixed will be valid for a period of two years and the same can be reviewed after 2 years depending up on the market trends, prevailing then. No permission shall be given for enhance of rates fixed before 2 years.

SIGNATURE OF THE TENDERER