

TERMS AND CONDITIONS

- 1(a) Separate Tender form has to be submitted for each Stall/Shop/Canteen/Space through **online only**. The Tenderer shall have to submit the tender form only for the business mentioned against such stall and for any multiple business, there should be separate Tender form and separate sealed cover to be submitted. 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**
- (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.
- 2) The Tenderer has to pay Cost of Tender document and EMD as per tender schedule by way of Demand Draft in favour of **“Accounts Officer, T.S.R.T.C.,Sangareddy”**

The classification of Bus Station in Medak Region.

- a) **I.'A'-CLASS:** New Bus Station SRD
(Cost of Tender Form rates is Rs.1180/-)
 - b) **II.'B'-CLASS:** OBS-Medak, Narsapur, NBS-Siddipet, Cheriya Bus Station. Zaheerabad, & Husnabad Bus Station .
(Cost of Tender Form Rate is Rs.885/-)
- 3(a) The Tenderer has to submit original EMD Demand draft and Cost of Tender Form DD together with the Form of Terms & Conditions with signature on each page and any other supporting certificates in the Office of the Regional Manager, , Medak Region, at Sangareddy on the schedule date.
 - (b) Amount quoted by the tenderer towards monthly licence fee shall be exclusive of electricity and water charges. The Tenderer should write monthly licence fee offered by him both in figures and words clearly. In case of any corrections on the monthly licence fee quoted or any other correction in the Tender Form, they should be attested by the Tenderer, otherwise the Tender Form will be rejected.
- 4(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.

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- (c) The EMD prescribed in the Tender Notification should be in the form of Demand Draft/Banker's cheque only, drawn in favour of "the Accounts Officer, TSRTC,Sangareddy" and it shall Payable at SBI Sangareddy The Demand Draft/Banker's cheque in original should be enclosed to the Tender Form. The EMD amount will not carry any interest.
- (d) EMD is not exempted to any Society/ Voluntary Organization/ Instructions/ Communities etc.

5. FINALISATION OF TENDERS

- a) Finalisation of tender by way of negotiations, the tender committee will negotiate with highest bidder to increase the licence fee which shall be reasonable and higher than earlier realized
- b) If the highest bidder expresses his/her unwillingness to increase the offer as fixed (earlier realized) by the tender committee, the same has to be submitted in writing.
- c) If the highest bidder backs out or does not take up licence (after awarding the stall) for whatever reasons, the tender committee will forfeit EMD paid by the tenderer.
- d) The tender committee will negotiate with the second highest tenderer to increase the offer only when the highest tenderer backs out from taking up the licence or express unwillingness to the increase the offer
- e) If the second highest bidder agrees to enhance the offer which is reasonable higher than the earlier realized licence fee, the committee will allot the stall to the second highest tenderer.
- f) If the second highest bidder express his unwillingness to increase the offer the same has to submit in writing and the tender committee will negotiate with 3rd highest bidder.

6. EXECUTION OF AGREEMENT

The successful tenderer has to execute the agreement within Seven (7) days from the date of receipt of the provisional awarding letter, failing which the EMD paid by the successful tenderer will be forfeited to the Corporation and no further correspondence will be entertained.

7. LICENCE FEE

- a) The successful tenderer has to pay the licence fee, as quoted in the tenders per month exclusive of Electricity, Water charges, Maintenance charges, GST etc., and the same shall be paid in advance on or before 10th day of current month
- b) The licensee shall pay the licence fee to the corporation, without any deductions including TDS as corporation is exempted from TDS. In other words, the amount agreed to be paid to the corporation towards the contract shall be paid in toto.

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- c) The licence fee shall be same for the First 2 years, and shall be enhanced by 5%, 10%, 15% in 3rd, 4th, 5th of licence over the licence fee payable in 2nd, 3rd & 4th year of licence respectively. In respect of the Parking contract, the licence fee shall be same for First 2 years and 10%, 15% in 3rd, 4th of licence over the licence fee payable in 2nd & 3rd year of licence respectively.
- d) The licence is liable to pay penalty for each day of delay @36% per annum in case of belated payment of monthly licence fee, maintenance charges, Electricity & water charges, on the amount payable, in addition to payment of licence fee.
- e) The licensee shall pay applicable GST at rate as fixed (at present 18%) by the Government from time to time on the licence fee payable to the Corporation, apart from payment of licence fee as agreed to be paid to the Corporation. Any delay in payment of GST will lead to interest and penalty as applicable.
- f) The unit Officer/Depot Manager, Asst.Traffic Manger of the concerned Bus Station or any authorized officer of the Corporation is authorised to collect the licence, Maintenance charges, Electricity Charges, Water Charges (if applicable), GST ect., and impose penalties (on behalf of the licensor) on the licensee for breach of any terms & conditions of the agreement

8. **ELECTRICITY, WATER CHARGES & MAINTAINANCE CHARGES:**

- a) Supply of water and Electricity to the licensee by the Corporation is subject availability. **The consumption charges shall be paid at the rates fixed by the Corporation from time to time.** In case, Water is not provided by the licensor, the licensee shall have to make his/her own arrangement for supply of the water at his/her own cost.
- b) The digital electrical sub-meter and other required equipment shall be procured by the licensee at his/her own cost. The licensee shall bear the expenses of electrical wiring from the power point to the stall.
- c) If the meter is nonworking, the licensee has to get it repaired immediately at his/her own cost.
- d) In case licensee is allowed to dig bore well at his/her own cost, the electricity charges for the power consumed by the Borewell motor and maintenance of the same shall be born by the licensee only.
- e) The licensee shall pay the maintenance charges at the rate of Rs.1.50 per sft of space allotted per month (as fixed by the Corporation and communicated from time to time) subject to maximum of Rs.4000/-
- f) The licensee shall pay all the charges, towards maintenance charges, Electricity & Water supplied by the Corporation on or before, 10th of every along with licence fee and delay in payment will attract penalty @36% per annum for each of delay on the amount payable

9. **MINIMUM PEIROD OF DOING BUSINESS**

- a) The minimum period of doing business by the licensee of the stall shall be **ONE YEAR** from the date of commencement of agreement period

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- b) If any licensee intends to vacate the premises for whatsoever reasons before completion of minimum period of one year, the licensee has to pay the balance amount of licence fee which falls short of the amount equivalent to the stipulated minimum period of one year.
- c) If the licensee clears the balance contract 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 falls short of the amount payable for one year, corporation has right to adjust the Security Deposit towards dues payable by the licensee and to refund the balance deposit, if any. In the event of any further shortfalls even after adjustment of Security Deposit, the licensee shall make good shortfall within the prescribed time indicated by the licensor.

10. **SECURITY DEPOSIT**

- a) The successful tenderer has to deposit the amount which is equivalent to six highest monthly installments of the total contract period as Security Deposit.
- b) The successful tenderer has to pay one month advance licence fee along with Security Deposit which will be adjusted to First month due licence fee.
- c) Security Deposit refundable within 30 days after expiry of the period of licence and subject to due performance of the terms & conditions of the agreement and after adjustment of dues.
- d) The security deposit will not carry any interest.

11. **FORFEITURE OF SECURITY DEPOSIT**

The Security Deposit amount paid is liable for forfeiture if

- i) The successful tenderer does not enter into deed of licence within the stipulated time as mentioned in the allotment order/letter
- ii) The successful tenderer fails to commence the business after depositing security deposit and execution of deed of licence within the stipulated time as per allotment order.
- iii) The licensee commits breach of any terms & conditions of the agreement.

12. **CHANGE OF NATURE OF BUSINESS**

The successful tenderer 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 other than that stipulated in the deed of licence and if the licensee sells items other than those specified in the deed of licence, the licensee is liable for termination duly forfeiting the Security Deposit.

13. **CONFINEMENT TO THE AREA OF STALL ALLOTTED**

- i) The licensee has to perform the business by confinement to the extent of stall allotted as recorded in the deed of licence. There should not be any encroachment of platform, area of the stall by the licensee, under any circumstances.

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- ii) The corporation reserves the 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, the panel rent for the extra place will be collected at twice the rate for sft paid on the authorised space.
- iv) This provision shall not however entitle the licensee to continue aathorised usage of extra space and if the licensee does not remove the encroachment even after imposing penalty, he/she liable to terminated for such unauthorized usage of extra space

14. **EXHIBITION OF PRICE LIST**

The licensee shall invariable exhibit the price list of commodities, which shall in no way the higher than the MRP by the rates prevailing in the market, on a board kept at a conspicuous space in the stall etc.,

15. **COMPLAINTS AND SUGGESTIONS BOOK**

The licensee shall maintain a suggestion and complaint book at his establishment and to be made available to the public on demand. The said suggestion book shall be produced to the officials of the corporation at the time of inspection. The suggestion of inspecting officials and the compliance be scrupulously and compulsory followed and failure to the follow the same shall entitle the licensor for termination of the licence after giving one month advance notice

- 16. The successful tenderer made his own arrangement for producing necessary equipments for carrying out his/her business.
- 17. The premises include the rolling shutters, electrical sub-meter and other items along with floor and walls handed over to the licensee in reasonably good condition on the day of occupation of the premises. The licensee, while handing over back premises his expected to hand over the same in a reasonably good conditions. If for any reason, there are damages to the premises or property of the corporation, the cost of the damages assessed by the corporation shall paid by the licensee, failing which, the licensor shall have right to recover the sum from the security deposit of the licensee.
- 18. The licensee shall not exhibit or permit any advertisement of any company/products/service except displaying name/title of the stall at the location specified by the corporation.
- 19. All notices, consents sanction, directions, and approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee and vice versa in writing.
- 20. The licensor may constitute a committee from time to time with officials and non officials as members thereof with power to inspect and determine the quality of the articles/food items sold by the licensee and advise the licensee suitably.
- 21. Shifting of Stall from old bus station to new one is not permitted when the old bus station is being abandoned. In all such cases the existing contracts will be automatically terminated and the licensees are at liberty to participate in the tenders called for allotment of stalls in new bus stations.

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22. **NON-EXCLUSIVE CLAUSE:**

Corporation (Licensor) shall have right to grant licence to more than one licensee to do same business which is already in existence in the same bus station/premises. The licensee shall not raise any objection over this.

23. **SUB STALLS/OUT-LETS:**

Permission will not be accorded to the licensee to open sub-stalls/outlets under any circumstances

24. **SUB-LETTING:**

The licensee shall not be permitted to sublet the stall allotted to him.

25. **HAWKERS:**

The licensee shall not be permitted to engage HAWKERS under any circumstances for what so ever reasons.

26. **ALLOTMENT OF ADDITIONAL SPACE:**

Additional space will not be granted to the existing licensee. However, in case of exigencies, matter will be referred to Corporate office and allotment will be made/discarded as per the directive of Corporate office.

27. **NOMINATION OF LEGAL HEIRS IN THE EVENT OF DEATH OF LICENSEE:**

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

28. **PENALTIES FOR SELLING UN-AUTHORISED ITEMS & CHARGING EXCESSIVE RATES:**

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

Sl. No.	TYPE OF BUS STATION	AMOUNT OF PENALTY TO BE IMPOSED
1	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

Even after imposition of fines, for two occasions, if the licensee is found resorting to the above irregularities; the license will be terminated by giving 1 month advance notice, duly forfeiting the security deposit.

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29. **TERMINATION OF LICENCE:**

- a. The licence is liable for termination **with one month 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.
 - iv. If the licensee performs other business, other than the specified in tender notification or as recorded in the deed of licence.
 - v. If the licensee commits any fraudulent activities.
 - vi. If the licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.
 - vii. In case of misbehavior /assault committed by the licensee, his/her representatives against the employees/Representatives of the corporation.
 - viii. For breach of terms and conditions of deed of licence.
 - ix. In case the contract is terminated, Corporation shall have the right to adjust the Security Deposit amount towards all the dues payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of deposit amount.
- b. The contract can be terminated by giving three months advance notice on either side. In such circumstances, the deposits which may remain to the credit of the licensee will be refunded after all the dues payable to the Corporation have been settled out of the deposits made by the Licensee. Corporation shall not be liable to pay any damages that the licensee may suffer on account of such termination.

However, the licensee is permitted to exercise this option only on completion off minimum stipulated period of one year. Corporation reserves the right to terminate the contract any time during the contract period by giving 3 months advance notice to the Licensee. The Licensor shall have right to terminate the license. His decision in this regard shall be final.

- c. The licensor reserves the right to terminate the licence by giving one month's notice in case the premises are required by the licensor for public usage or for the use of the licensor.

30. **CALLING FRESH TENDERS / EXTENSION OF LICENCE PERIOD:**

Fresh tenders will be called 3 months before completion of licence period of the Licensee.

Due to some administrative reasons, if the period of licence is extended for a temporary period, the licensee shall enter into a supplementary agreement with the licensor duly paying the requisite stamp duty at the cost of the licensee.

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- a) The extension of licence is for a **temporary period for a period of 3 months or**, till such time that the tenders are finalized and fresh allotment is made.
 - b) The licensee shall vacate the premises as and when demanded by the licensor.
 - c) The corporation is at liberty to demand for immediate vacation of the premises during the extended period of contract and the licensee is not entitled for any notice.
 - d) The other terms and conditions of the original agreement shall remain in force including security deposit till such time the temporary extension of licence period comes to an end.
- 31 The premises and surroundings of the business shall be kept in clean and tidy condition and are subject to inspection by the officials of the licensor and the Municipal / competent Authorities.
32. 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.
33. The licensee shall not be entitled to allow any other person to occupy the premises instead or to use any part thereof.
34. **CONCLUSION OF AGREEMENT PERIOD:**
- a) On the expiry of the period of the licence or on its termination, as the case may be, licensee shall deliver vacant possession of the premises, intact, to the licensor.
 - b) In the event of the licensee failing 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.
 - c) The licensor after taking possession of the premises as provided in clause(b) may permit the licensee to remove his articles after paying the arrears of licence fee, maintenance charges, water and electricity charges & other charges if any within one week from the date of taking possession of the said premises.
 - d) In case the licensee fails to avail opportunity provided in clause (C), the licensor shall have right to dispose of the articles found in the premises in public auction without any notice to the licensee and the cost incurred for such auction shall be borne by the licensee which will be deducted either from the proceeds of the auction or security deposit.
 - e) The proceeds in the said auction will be adjusted towards arrears of licence fee etc., and the balance if any will be refunded to the licensee.
 - f) Failure to deliver vacant possession by the licensee to the licensor, shall entitle the licensor to forfeit the security deposit.
35. The maintenance of the Stall such as repairs, periodical white / colour washing etc. during the subsistence of the licence shall be the responsibility of the licensee. However, any internal modifications to the stall as may be essential shall have to be carried out at his / her cost with prior approval of the corporation.

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36. **DAMAGES / COMPENSATION:**

- i. The Corporation shall not be accountable for any loss that the licensee may suffer on account of any damage / theft etc. caused to the stall or its allied infrastructure installed by the licensee in the Bus stations.
 - ii. Corporation is not liable for any damage or loss caused to the items / goods / furniture sustained by the licensee.
 - iii. The loss/damage if any caused to the neighboring stalls by the licensee or his/her representatives; the compensation shall be borne by the licensee.
 - iv. The Corporation is not liable to pay any compensation in case of death or injury (simple/grievous) caused to any person engaged by the licensee in the course of working in stalls/canteens etc. at the Bus Stations. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.
37. Child labour shall not be engaged.
38. The licensee shall pay minimum wages to the workers/staff engaged by him, as fixed by the Government from time to time.
39. The licensee shall indemnify the Corporation for any financial implications which may fall up due to any act of the Licensee. All such financial impositions made on the Corporation shall be paid by the Licensee, failing which such payments will be adjusted from the License fee paid by the Licensee and treated as short fall in license fee.
40. The Licensee shall be governed by all the statutory provisions prescribed by the State / Central / Local Laws and obtain requisite Licence / Certificate / Permission / Approval as may be necessary or required from the concerned authorities from time to time for doing his/her business, at their own cost and shall pay all taxes/fees or other sums, if any required to be paid to the concerned authorities.
41. The Corporation shall arrange payment of Property Tax for the stalls in Bus station and the licensee need not reimburse the same.
42. 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. 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 engaged by them. All incidental charges, taxes and other charges levied by the Statutory Authority from time to time are to be borne by the licensee.
43. 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.

Signature of tenderer

44. The security deposit of the licensee will be refunded only after removal/dismantling of additional structures constructed by them for their use. In case the licensee vacates the premises without dismantling /removing the additional structures as agreed, the demolition charges will be adjusted out of the security deposit and the balance will be refunded.
45. The contract period is Five (5) year for all types of Stall/space and Four (4) years for parking contract. In respect of Canteen business the agreement period is 5 + 5 years.
46. The licensee has to entering agreement on non-judicial stamp paper on worth of 2% on average annual licence fee for all stalls/space/parking, and in respect of Canteen supplementary agreement to be entered for further period.
47. In case of any dispute or difference arising on the terms and conditions of the tender/agreement, the decision of MD/TSRTC shall be final & binding on both the parties. If any dispute arises between the Licensee & TSRTC, the Courts at HYD & Secunderabad shall have Jurisdiction.
48. The corporation reserves the right to modify any condition/conditions of the agreement and to incorporate the fresh clause. The licensee has to enter into a fresh deed of licence at his/her own cost.

Exclusive & additional terms & conditions for OPEN SPACE

49. 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 the supervising of Dy.EE, **Licence fee Holiday** upto one month shall be given to the licensee. The module designed by the corporation is given at annexure
50. Open space stalls allotted has to be designed according to the specifications prescribed by the TSRTC. The licensee has to erect temporary structure i.e., **Steel Modular Kiosk of size 8'x8' as at Annexure** at his/her own cost with the prior approval of the licensor.
51. The stall at the said open space shall be constructed under the supervision of the Dy EE.
52. No additions, alternations or modifications shall be carried out by the licensee without the prior approval of the licensor during the period of contract
53. The licensee shall not be given permission for construction of pucca structures in the allotted open space during the period of contract.

Signature of the Tenderer

