

TENDER NOTIFICATION NO:C2/194(3) /2018-OPD(M&C), DT:20.12.2018.



## TELANGANA STATE ROAD TRANSPORT CORPORATION

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**TENDER DOCUMENT FOR LICENSING OUT THE  
SPACES FOR ERECTION OF GROUND BASED  
MASTS (GBMs) AT VARIOUS BUS STATIONS OF  
TSRTC**

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**TENDER ID:93321**

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

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

## **DISCLAIMER**

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

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for TSRTC, 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 TSRTC 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/its 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. TSRTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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**Signature of the tenderer.**

**e-tender details**

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE MD, OPD(M&amp;C) WING, BUS BHAVAN</b>
3.	Tender Number	No.C2/194(3)/2018-OPD(M&C) dated 20.12.2018
4.	Tender Subject	Appointment of licensee for letting out the space (5 meters X 5 meters) for erection of Ground Based Masts at licensee's own cost in the premises of TSRTC for a period of 15 years extendable by 5 years on mutually agreeable terms.
5.	Period Of Contract	Fifteen years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	<b>EMD</b>	<p><b>BIDDERS SHOULD SUBMIT THEIR EMD BY WAY OF DEMAND DRAFT DRAWN ON ANY NATIONALIZED / SCHEDULED BANK PAYABLE AT HYDERABAD IN FAVOUR FA&amp;CAO, TSRTC. THE EMD AMOUNT IS Rs.2,00,000/.</b></p> <p><b><u>Note:</u> The tenderer shall not make the EMD payment through e-portal, instead shall obtain a DD in favour of TSRTC as specified. A scanned copy of the EMD shall be submitted, while the tender is submitted online. After the online submission of the tender, the tenderer shall physically submit the EMD by way of Demand Draft only payable to TSRTC on the date specified as per the tender document.</b></p>
9	<b>Tender document Process Fee</b>	<b>Rs 1,180/-</b>
10.	<b>Tender document Process Fee Payable To</b>	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	<b>Bid submission starting date &amp; time</b>	<b>20.12.18 at 11.00am</b>

12	<b>Bid submission closing date and time</b>	<b>03.01.19 at 05.00pm</b>
13.	<b>Hard copies submission closing date and time</b>	<b>04.01.19 from 11.00 AM to 02.00 PM</b>
14.	<b>Submission of separate DDs towards EMD</b>	<b>SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF THE BIDS</b>
15.	Technical Bids Opening Date	<b>04.01.19 at 03.00pm</b>
16.	Commercial Bids Opening Date and Time	<b>08.01.19 at 03.00 pm</b>
17.	Place Of Tender Opening	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	Chief Traffic Manager & Director (Central Projects), TSRTC
19.	Contact Person	Chief Traffic Manager (M&C) & DIR(CP)
20.	Address/E-mail id	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad. dyctmmnc@tsrtc.telangana.gov.in
21.	Contact Details:Telephone, Fax	9959225400                      Fax:040-27616078
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at <a href="http://tender.telangana.gov.in">http://tender.telangana.gov.in</a> by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p> <p>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</p>

criteria/ certificates / documents in the eProcurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.

**1. 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

**2. Registration with e-Procurement platform:**

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

**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 on the date specified in the tender document. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority on the specified date 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.

		<p><b>4. Payment Of Transaction Fee:</b></p> <p>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 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 service tax of 15% + Bank Charges on the transaction amount payable to TSTS shall be applicable.</p> <p><b>5. Tender Document:</b></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/ TSRTC web site. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p><b>6. Bid Submission Acknowledgement:</b></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, TSRTC and M/s TSTS are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

## **HOW TO APPLY**

- Click at <https://tender.telangana.gov.in> to download e-Procurement notification and Tender document
- 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 Vupadhi Techno Services Pvt. Ltd. over phone or in person or their helpdesk at:

**e-Procurement Help Desk**  
**M/s. Vupadhi Techno Services Pvt. Ltd.**  
**1<sup>st</sup> Floor, Ramky Grandioix, Sy.NO.136/2&4, Gachibowli,**  
**Hyderabad-500032**  
**mail Id:contact@vupadhi.com**  
**Ph. No.:040-39999700, 39999701**

**Details of e-procurement tender notification no:C2/194(3)/2018-  
OPD(M&C), Dt.20.12.2018**

1. The tender is for licensing out the space (5meters X 5 meters) (in the premises of the Bus Stations of TSRTC) for erection of Ground Based Masts (GBMs) at licensee's own cost for a period of 15 years extendable by 5 years on mutually agreeable terms. The list of Bus stations is placed at Annexure-II.
2. e-procurement online bids in single bid system are invited from reputed and experienced firms/organizations/agencies having experience in erection of cell towers and in tele-communication business.
3. Earnest Money Deposit for an amount of Rs 2,00,000/- (Rupees Two lakh only) (Single EMD is enough for one/ more than one/ all the Bus stations) in the form of Demand Draft obtained in favour of F A& CAO, TSRTC and to be submitted along with tender form.
4. Before submission of the tender though online, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
5. Corporation reserves the right to **accept any tender or reject/cancel any tender or all the tenders** received in response to this tender notification at any stage without assigning any reasons whatsoever.

Signature of the Tenderer



## TERMS AND CONDITIONS OF THE TENDER

### General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Marketing & Commercial Department/TSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. The Tender must be submitted in the prescribed Tender Form along with requisite EMD and Tender document process fee.
4. The Tender form must be signed by the Tenderer only.
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. Incomplete Tenders, Tenders not accompanied by Demand draft for requisite EMD and DD for Tender document process fee will be rejected. Cheques in lieu of Demand Drafts will not be accepted.
7. **Any person/Agency/Organization, who/which was a contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender.**

### Earnest Money Deposit

8. The EMD is Rs.2,00,000/-. The Tenderer shall submit a Demand Draft obtained from any Nationalized Bank/Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organization/SSIs etc. The Demand Draft should be obtained in favour of FA & CAO, TSRTC, MUSHIRABAD, HYDERABAD. EMD in any other form other than Demand draft will not be accepted.
9. The tenderer shall also submit DD for an amount of Rs.1180/- (Single tender document process fee is enough for one/ more than one/ all the Bus stations) towards Tender document Process fee.
10. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

### Signature of the Tenderer

11. The EMD of the tenderer will be forfeited under the following circumstances.

- (a) When the EMD is not paid or less paid than what is stipulated in the tender.
- (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
- (c) When Tender form with pre-conditions or additional conditions is submitted.
- (d) When the tender is submitted in an unconcerned tender form.
- (e) When the tender is submitted for the business other than that notified in the tender Notification.
- (f) When the tender form is submitted by a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
- (g) When the Tender form is submitted by the person as stated vide clause 7 above.
- (h) When the tender form is rejected as per the clause 6 and 7 as stated above.
- (i) When the successful tenderer fails to pay the Security deposit within 30 days and / or fails to furnish Bank guarantee within 30 days from the date of issue of letter of allotment of the contract.
- (j) When the successful tenderer backs out from taking up of the contract within the stipulated period, for whatsoever reason.
- (k) When the successful tenderer fails to enter into an agreement with the Corporation within 30 days from the date of issue of allotment letter for the contract.
- (l) Non enclosure of requisite documents.

**Submission of Tender:**

- 12. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
- 13. If the tenderer finds discrepancies in tender document and its conditions or if he/she is in doubt as to their meaning, he/she should at once intimate and obtain clarification prior to submission of the tender.
- 14. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.
- 15. The tender form shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted on the **due date and time.**

**Signature of the tenderer**

Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

16. The Hard copy of the documents must be submitted to the C T M(M&C) &DIR(CP), TSRTC, Mushirabad, Hyderabad -500 624, on 04.01.19 from 11.00 AM to 02.00 pm, any Amendments issued thereon.

Documents required for qualification :

- (a) A demand draft for Rs.1,180/- towards tender document process fee.
  - (b) A demand draft for Rs.2,00,000/- towards EMD.
  - (c) Application form duly filled and signed as indicated at **Annexure - I**.
  - (d) All the papers of tender document with terms and conditions duly signed by the Tenderer on each page as a token of acceptance of all the terms and conditions.
  - (e) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
  - (f) Self Attested copy of PAN/TAN card of the Tenderer.
  - (g) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
  - (h) Any other document required as per the tender conditions
17. **(a) The tenderer shall quote/offer (online) the license fee per month against each Bus station/premises at which he/she intends to erect the GBMs. The contract amount payable to the Corporation will be enhanced @ 5% every year over the previous year's contract amount from the second year onwards.**

**Note: the tenderer can quote for one or more number of bus stations/premises or for all the bus stations (of their choice) indicated in the list vide Annexure-II.**

18. The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Tenderer entirely in Indian Rupees.

#### **Opening and Evaluation of Tenders:**

19. The e-Tenders will be evaluated online at 3.00 P.M., on 04.01.19 for technical evaluation and price bids will be evaluate online at 03.00 pm on 08.01.19.
20. The amount offered online above shall be the net amount payable to the Corporation.
21. The contract will be awarded to the highest quoted tenderer on the basis of highest amount offered per month for the 1<sup>st</sup> year of the contract for each Bus station separately after negotiations and recommendations made by tender committee constituted for this purpose.

Each Bus station will be allotted to the tenderer whose quoted amount against that bus station is the highest. If a tenderer emerges as successful bidder for more than one Bus station, all the allotted Bus stations for which the tenderer emerged as a successful tenderer bidder will be combined and will be treated as single contract and the successful bidder shall enter into a single agreement for all the allotted bus stations as a whole.

#### **Signature of the tenderer**

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

### **Tender Evaluation Committee**

23. The Tender Evaluation Committee constituted by the Corporation shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
24. Any approach from the tenderer's representative or his Contractor, trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

### **Amendment of Tender Document:**

25. At any time prior to the deadline for submission of proposals, Corporation may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum.

Any Addendum issued by the Corporation will reflect in the <https://tender.telangana.gov.in/> and [www.tsrtc.telangana.gov.in](http://www.tsrtc.telangana.gov.in).

To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the tendering authority, if required.

### **Allotment of contract**

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

### **Termination of tender process**

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

### **Signature of the tenderer.**

## **TERMS & CONDITIONS OF THE CONTRACT**

- 1.** The contract is for appointment of Licensee for erection of Ground Based Masts (GBMs) in the Bus Stations of TSRTC for a period of fifteen (15) years extendable for five (5) years based on the satisfactory performance of the Licensee. The right for extension of the contract exclusively lies with the Corporation.
- 2.** The list of bus stations is at Annexure-II (The tenderers may inspect the Bus stations physically to have clear idea before submitting their tender).
- 3.** The space earmarked for erection of Ground based mast is 5 meters X 5 meters. The licensee has to utilize only 25 square meters space clearly earmarked by the Corporation for erection of GBM, Generator, a room for housing their equipment etc. The space earmarked shall be fenced by the licensee at his/her own cost before completion of erection of the tower.
- 4.** Corporation reserves the right to allow other firms/ companies to erect Ground Based Cell Towers in the premises of the same Bus station(s) on **non exclusive basis**.
- 5.** The successful tenderer shall have to pay the Security Deposit amount and furnish the Bank guarantee within 30 days from the date of issue of allotment letter for the contract.

### **SECURITY DEPOSIT:**

- 6.** The Security Deposit has to be paid within 30 days from the date of issue of allotment letter for the contract.
  - a) The successful tenderer shall have to pay the security deposit i.e., a sum equivalent to six monthly installments of the license fee payable in 15<sup>th</sup> year of the contract.
  - b) If the contract is extended beyond 15 years i.e. for a period of 5 years, the difference of security deposit amount shall be paid at the beginning of the 16<sup>th</sup> year i.e. a sum equivalent to six monthly installments of license fee payable in 20<sup>th</sup> year of contract.
  - c) The Security deposit shall be paid to the Chief Traffic Manager(M&C) & Dir(CP), T.S.R.T.C., Musheerabad, HYD., through a Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in TELANGANA in favour of F A & CAO, T.S.R.T.C., Musheerabad, HYD, payable at Hyderabad.
  - d) The security deposit will not carry any interest and will be refunded to the Licensee after one month from the date of completion of contract period, after adjusting the dues, if any payable by the Licensee to the Corporation.
  - e) The security deposit will not be adjusted towards monthly installments payable by the Licensee.
  - f) In case of termination of contract due to breach of terms and conditions of agreement, Corporation shall have the right to adjust the security deposit paid by the Licensee towards the dues payable to the corporation and to forfeit the balance security deposit.

**Signature of the tenderer.**

## **BANK GUARANTEE:**

7. The successful tenderer shall have to submit Bank Guarantee for an amount equivalent to six months license fee of 1<sup>st</sup> year of contract within 30 days from the date of issue of letter of allotment of contract as Licensee for erection of Ground Based Masts. **The Bank guarantee shall have validity for 2 years from the date of commencement of license period.**

The bank guarantee shall be furnished in addition to the security deposit. **The Bank guarantee will be returned after completion of 2 years contract period.**

The corporation shall have the right to invoke the bank guarantee at any time, if the licensee defaults in payment of monthly contract amount or penalty, or for breach of any terms and conditions of the agreement and to adjust the realized amount towards the due amounts payable to the corporation.

## **8. AGREEMENT & LICENSE PERIOD:**

The successful tenderer shall enter into an agreement with the Corporation duly paying requisite **stamp duty** as per the provision of the Indian Stamp Act within 30 days from the date of issue of allotment letter. The license period invariably commences with effect from 31<sup>st</sup> day of issue of allotment letter.

## **9. PAYMENT OF LICENCE FEE (CONTRACT AMOUNT):**

- a) The licensee shall be given 3 months lead period to enable to obtain necessary permissions/licenses and to erect the GBMs. The licensee shall pay the license fee plus applicable GST from the 4<sup>th</sup> month from the date of commencement of license period (i.e. 91<sup>st</sup> day) or from the date of commencement of business, whichever is earlier.
- b) The license fee shall be enhanced @ 5% per year from the 2<sup>nd</sup> year onwards.
- c) The Licensee shall pay monthly license fee plus applicable **GST** in advance on or before 10<sup>th</sup> day of every month to the Chief Traffic Manager(M&C) & Director(CP), Bus Bhavan through a Demand Draft drawn in favour of the Financial Adviser, TSRTC, Musheerabad, Hyderabad-624.
- d) The Licensee shall pay the license fee to the corporation, without any deductions including T.D.S. In other words, the amount quoted in the Tender / agreed to be paid to the corporation towards the contract shall be paid in toto.
- e) In the event of delay in payment of monthly license fee, the Licensee is liable to pay **penalty** for each day of delay beyond the due date at 36% per annum on the amount payable, in addition to the installment amount.
- f) The license fee is exclusive of electricity and water (if used by the licensee) charges.
- g) Taxes applicable shall be paid extra.

**Signature of the tenderer.**

If the licensee fails to pay the monthly license fee for three consecutive months, or fails to pay the monthly license fee within stipulated period, thrice during the course of a calendar year or commits breach of any conditions of the agreement, the Corporation shall have the right to terminate the contract.

In case of termination of contract due to breach of terms and conditions of the agreement, corporation shall have the right to adjust the deposits (security deposit and bank guarantee) paid by the licensee towards the dues payable to the corporation including incidental financial losses that might arise on account of such premature termination and to forfeit the balance security deposit.

#### **10. MINIMUM PERIOD OF BUSINESS:**

The Licensee shall carry out the business for a minimum period of **one year** from the date of commencement of the contract.

In the event of the Licensee seeking premature termination of contract within the stipulated period of one year, the licensee has to pay the balance monthly license fee for the left over minimum stipulated period of one year duly giving three months advance notice to the corporation.

If the licensee intends to vacate the premises on completion of minimum period of 1 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 period of 9 months from the date of commencement of license period /agreement.

If the licensee clears the balance license fee for the left over minimum stipulated period of one year, the security deposit will be refunded. In case the licensee fails to pay the amount which falls short of the amount payable for one year, Corporation has the right to adjust the deposits paid by the licensee towards the dues payable by the licensee. In the event of any further short fall even after adjustment of security deposits, the licensee shall make good the short fall within the prescribed time given by the licensor.

**11. LOCATION OF GBMs:** The licensee shall install the Ground Based Mast and all other related equipment in 5m x 5m space only which will be earmarked by the local CED officials. The decision taken in selection of the site shall be binding on the tenderer. The tenderer has to install the GBMs at their own cost / expenses. **The tenderer will be permitted to erect one GBM only in the allotted space of 5m x 5m.** The Corporation reserves the right to earmark the space duly ensuring that the same will not hinder future BOT/DOT projects and doesn't cause any obstruction to free movement of passengers and vehicles in the Bus station.

#### **12. ELECTRICITY CHARGES:**

- a) The licensee has to pay Electricity charges on or before 10<sup>th</sup> day of every month to the Unit Officer concerned/ Asst. Traffic Manager of the Bus station concerned. The electricity charges shall be paid as per the rates fixed by the Corporation based on the Electricity charges communicated by the Electricity Department from time to time.

**Signature of the tenderer.**

The Corporation may at its discretion depending on load calculations provide electricity as available at the Bus stations (Single/3 Phase). If the Corporation for any reason could not extend such facility, the licensee shall make his/ her own arrangements at his/her own cost for getting permission from Transco. The actual service connection charges (Electrical) have to be borne by the Licensee.

- c) 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 location of Cell Towers.
- d) In the event of delay in payment of monthly installment for electricity charges, the Licensee is liable to pay penalty for each day of delay beyond due date computed at 36% per annum on the amount due.
- e) Supply of electricity is subject to availability at that particular Bus station. Corporation cannot guarantee for power supply.
- f) If the meter is not working, the licensee has to get it repaired immediately at his/her own cost.

- 13. PERMISSIONS and TAXES:** 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 to carry out the business, i.e. for erecting and operating GBM in the premises, at their own cost and shall pay all taxes/fees or other sums, if any required to be paid to the concerned authorities.

The licensee shall also follow the standards prescribed by the State/Central Government/Municipal/Panchayat and other regulating bodies with regard to operating GBMs.

- 14. STRUCTURAL STABILITY CERTIFICATE (SSC):** The licensee has to produce 'Structural Stability Certificate' and other permissions for erection of GBMs from the Engineers licensed by the local Municipal Corporation/Municipality / Gram Panchayat and from the regulating body if required within **30 days** from the date of issue of letter of allotment of contract. The structural designs and drawings shall also be got approved by local CED officials of the corporation within the above stipulated period.

If either the Structural Stability Certificate or Permission Certificate or both are not issued for a particular Bus station by the licensed structural Engineers as mentioned in pre paras, the licensee has to produce evidence / relevant non-feasibility certificate to that effect within 30 days from the date of issue of letter of allotment of contract.

If any Bus station is certified as non-suitable by CED officials or structural engineers, that particular Bus station will be deleted from the list of Bus stations allotted to them. The licensee need not pay the licence fee for such deleted Bus station.

- 15. HANDING OVER OF THE SPACE TO THE LICENSEE:** The Civil Engineering Department officials of the corporation will hand over 5m x 5m space for erection of GBM on receipt of structural stability certificate from the licensee, approval of the structural designs by CED officials and entering into an agreement by the licensee with the corporation. The licensee has to make necessary modifications as suggested by the Civil Engineering Department officials of the corporation in erection of structure.

**Signature of the tenderer.**



**16.** The licensee will be permitted to take away the temporary structures erected, the GBM and other related equipment installed in the allotted space after completion of licence period/termination of contract and leave the premises in 'as is where is' condition to the Corporation. If the licensee fails to do so, the Corporation will have the right to demolish the temporary structures, the GBM & other equipment and to adjust the demolition charges from the security deposit of the licensee.

**17. COMMENCEMENT OF PAYMENT OF LICENCE FEE:**

Corporation is not responsible for any delay in producing the 'Structural Stability Certificate' / erection of Cell Tower within the stipulated period by the licensee. The payment of licence fee commences immediately from the 1<sup>st</sup> day of 4<sup>th</sup> month after commencement of licence period irrespective of producing structural stability certificate / erection of Cell Tower by the licensee.

**18.** (a) Corporation shall have the right to operate or not to operate any Bus station depending upon its exigencies. The corporation at its discretion shall have the right to make use of the space allotted in the Bus station for any other purpose. The licensee shall not have any right or objection for making use of the Bus station for corporation's own use or for other purposes. If required, the licensee has to vacate the space allotted to him duly removing the GBM and other equipment installed by him/her, at their own cost. The Licensee shall not claim any charges for removal of GBM and other equipment and for loss of his/her business on account of such vacation.

However, licence fee will be reduced proportionately on account of vacation of the premises.

(b) In the event of usage of the premises by the corporation for the purpose of BOT/DOT projects or any other purpose it may feel deemed fit, the licensee has to vacate the premises within 3 months notice period.

**19.** The Corporation shall not be liable for any loss incurred by the Licensee to its Bankers, Financial institutions, customers, personnel engaged by the Licensee or any other person connected with the business of the Licensee.

**20.** The Licensee shall furnish information that may be required by the corporation from time to time, connected with the erection/functioning/any other issue related with the GBMs erected in the Bus station.

**21. NOMINATION OF LEGAL HEIRS IN THE EVENT OF DEATH OF LICENSEE IF THE TENDER IS QUOTED BY AN INDIVIDUAL:**

The licensee shall furnish the details of nominee (s) before entering into an agreement with the corporation. 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 fresh agreement and duly paying revised stamp duty for the remaining period of licence, at their own cost.

**Signature of the tenderer.**

## **22. ALLOTMENT OF ADDITIONAL SPACE:**

Additional space will not be granted to the licensee. However, in case of exigencies, matter will be examined after getting feasibility report from the concerned RMs. If additional space is allotted by the competent authority, the additional licence fee as decided by the Tender Committee, which shall not be less than the licence fee calculated per sft as per agreed quote for 5m X 5m space, will be collected.

## **23. CONFINEMENT TO THE AREA OF SPACE ALLOTTED:**

- i) The licensee has to erect the GBM and other related equipment in conformity to the extent of space allotted as mentioned in the tender schedule or as recorded in the deed of licence. There should not be any encroachment of area on terrace / in the premises of the Bus station by the licensee, under any circumstances.
- ii) The corporation reserves right to reduce the area mentioned or change the allotted space/location if required.
- iii) If the licensee encroaches the space in the Bus station premises, the licensee is liable for payment of penalty as furnished here under.

<b>SNO</b>	<b>TYPE OF BUS STATION</b>	<b>AMOUNT OF PENALTY TO BE IMPOSED</b>
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 is found encroaching the space more than allotted for more than three times in a calendar year, the licence is liable for termination with 7(seven) days advance notice.

## **24. COMPLAINTS:**

If any complaint is received on Radiation effect due to the functioning of GBMs from near by residential colonies, private persons etc. or by any statutory authority and if the radiation levels are found to be exceeding the permissible limits, the corporation has right to issue notice to the licensee to vacate the premises within 7 days from the date of issue of the notice duly taking away the erected structures.

## **25. CHANGE OF NATURE OF BUSINESS:**

The licensee has to erect GBM only in the Bus station premises which is mentioned in the tender schedule and for which license is issued. Representations for change of business during the subsistence of the license will not be entertained.

- 26.** If the Licensee is found erecting other than GBM in the space allotted to him, the licence is liable for termination duly forfeiting the security deposit.
- 27.** All notices, consents, sanctions, directions and approvals referred to in this agreement or other wise shall be given by the licensor to the licensee and vice versa in writing.
- 28.** The Licensee shall not exhibit or permit any advertisement of any company/products/service except displaying their name on the GBM.

**Signature of the tenderer.**

29. Shifting of GBM from old bus station to new one is not permitted when the old bus station is being abandoned. In all such cases the existing contract will be automatically terminated and the Bus station will be deleted from the contract.
30. The Licensee shall not engage persons below the age of 18 years for erection/operating the GBM. The persons engaged by the Licensee shall not have any right or claim whatsoever, for employment in TSRTC at a future date.
31. 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 P.F., ESI, Minimum wages as prescribed by the Govt. of Telangana and submit the proof of compliance. 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.

**32. DAMAGES / COMPENSATION:**

- a. The Corporation shall not be accountable for any loss that the licensee may suffer on account of any damage / theft etc. caused to the GBM / allied infrastructure installed by him by any person or any anti-social elements etc.
- b. The loss/damage if any caused to the corporation premises during the course of erection of / removal of the GBM and other related equipment, the cost of repairs shall be borne by the licensee.
- c. 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 erection/removal of the GBM and other related equipment and while working with them during the subsistence of contract period. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.

The Licensee shall indemnify the corporation for any claims made by any authority and reimburse the same in case any payments are made by the corporation.

33. **INSURANCE:** The Licensee shall insure the GBMs and other related accessories of it against any injury/death/damage to any person / property or claims arising on account of GBMs.
34. Child labour shall not be engaged for any works to carryout the business.
35. In case damages are caused due to riots / agitations/ bundhs / fire/ floods / natural calamities / strike/ either by internal or external factors or for any other reasons the Licensee shall have no right to claim any remission on licence fee payment or compensation or reimbursement of loss etc.
36. In case the licensee do not carry out the business due to electricity breakdown / bundhs / agitations / other internal or external factors, for a particular period or periods – the corporation shall not be liable for any loss or damage caused to the Licensee.

The licensee shall not claim for remission of licence fee in such cases.

**Signature of the tenderer.**

37. The Licensee shall not appoint other firms / agencies / individuals as sub – Agents to carry out the business.
38. 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 can opt for the termination after completion of minimum period of one year business.

39. In case of breach of terms and conditions of the contract, corporation shall have right to terminate the contract with a week days advance notice besides forfeiture of security deposit.
40. The Licensee shall not employ, associate or include as business partner any person who was Licensee of the corporation and defaulted in payment of contract amount.
41. In case it comes to the notice of the corporation that the Licensee has employed / associated / included such person in carrying out the business, the corporation shall have the right to terminate the contract.
42. The business shall be carried out only on the name / firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the licensee shall not be allowed to change the name of the Agency or to transfer the Agency.
43. The Managing Director of TSRTC reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against TSRTC for rejection of his / her tender.
44. The Managing Director of TSRTC reserves the right to modify any condition / conditions of the agreement, and add any other condition / conditions during the contract period. The Licensee has to abide by the conditions modified / incorporated and has to enter into a fresh agreement with the corporation at their cost.
45. In case of any dispute or differences arising on the terms and conditions of the tender or contract as the case may be, the decision of the Managing Director, TSRTC shall be final and binding on both the parities.
46. If any dispute arises between the licensee and the Telangana State Road Transport Corporation, the Courts in Hyderabad and Secunderabad shall have jurisdiction.

**CHIEF TRAFFIC MANAGER(M&C) &  
DIRECTOR(CP)**

**Signature of the tenderer.**

**TELANGANA STATE ROAD TRANSPORT CORPORATION**

To

**The C T M (M&C) & Dir (CP),  
T. S. R. T. C. Mushirabad,  
H Y D E R A B A D.**

Sir,

Sub :- **TENDERS** - Submission of Tender for Licensing out the space for erection of Ground Based Masts in the bus stations / premises of the Corporation – Reg.

Ref: Tender Notification No: C2/194(3)/2018-OPD(M&C), DT:20.12.18.

I/We hereby submit Tender for Licensing out the space for erection of GBMs in the premises of the bus stations of the Corporation, after carefully going through the Terms and Conditions and other rules stipulated by the Corporation, which are made available to me/us, along with the Tender Form.

Encl: Tender form

Place:

Yours Sincerely,

Date:

**(SIGNATURE OF THE TENDERER)**

along with seal

Address:

**Tender application form**

To

**The C T M (M&C) & Dir (CP),  
T. S. R. T. C. Mushirabad,  
H Y D E R A B A D.**

Affix latest  
passport  
size photo  
with self  
attestation

Sir,

Sub:-Submission of Application form for appointment of Licensee for erection of Ground Based Masts in the Bus stations/ premises of the Corporation.-  
Reg.

1) Name of the Tenderer :  
(In capital letters)

2) Status (Individual/Partnership :  
Firm/Company/Others)

3) Address for correspondence :

Telephone No.

4) Permanent residential :  
address

Telephone No. :

5) Email/Website address :

6) PAN No:  
(Copy to be enclosed)

TAN No:  
(Proof to be enclosed)

GST No:  
(Proof to be enclosed)

- 7) Tender document fee :  
a) Demand Draft No. & Date :  
b) Amount in Rs. : Rs.1180/-  
c) Bank particulars :  
(Cheques will not be accepted)
- 8) Earnest Money Deposit :  
amount particulars  
a) Demand Draft No. & Date :  
b) Amount in Rs. : Rs. 2 lakhs  
c) Bank particulars :  
(Cheques will not be accepted)
- 9) Experience (if any) of the Tenderer : \_\_\_\_\_ years  
in number of years in the  
field of tele-communication business,  
(Proof of experience to be enclosed).
- 10) I/We have carefully read the terms and conditions of the tender document.
- I/We understand and hereby accept that our offer shall be binding upon us subject to the modification resulting from contract negotiations, made by the Corporation.
- 11) It is hereby confirm that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 12) I/We understand that the contract amount payable to the corporation will be enhanced @ 5% every year over the previous year's contract amount from the second year onwards.
- 13)I/we have carefully read and understood the terms and conditions of the tender and of the contract and herby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)  
along with seal/stamp

S.No	Region	Name of the Bus station
1	ADB	BASAR
2	ADB	KAGAZNAGAR
3	ADB	KHANAPUR
4	ADB	MUDHOLE
5	ADB	NRML
6	ADB	SARANGPUR
7	HYD	Falaknuma Depot
8	HYD	Farooqnagar CAC
9	HYD	Hayathanagar-II Depot
10	HYD	HCU Depot
11	HYD	IBP
12	HYD	IBP DEPOT
13	HYD	Kachiguda Depot
14	HYD	Maheshwaram Depot
15	HYD	Mehdipatnam Depot
16	HYD	Midhani Depot
17	HYD	Mushirabad-I Depot
18	HYD	Rajendra nagar Depot
19	HYD	UPL
20	KMM	BURGHAMPAD
21	KMM	CHERLA
22	KMM	MDR BUS DEPOT
23	KMM	PALVONCHA
24	KMM	SATUPALLY
25	KMM	THALLADA
26	MBNR	KLKY
27	MBNR	MBNR
28	MBNR	Pebbair
29	MDK	DOULATHABAD
30	MDK	JARASANGAM
31	MDK	MDK NEW B/S
32	MDK	P.SHANKARAMPET
33	MDK	RAIKODE
34	MDK	SADASIVPET
35	MDK	TOOPRAN
36	MDK	ZHB
37	NLG	ALAIR
38	NLG	CHITYAL
39	NZB	Armoor
40	NZB	Balakonda
41	NZB	Banswada
42	NZB	BODHAN
43	NZB	Dichpally
44	NZB	Indalwai
45	NZB	Jakrampally



46	NZB	Jankampet
47	NZB	Kamareddy
48	NZB	LINGAMPET
49	NZB	NANDIPET
50	NZB	Nizamabad
51	NZB	NIZAMSAGAR
52	NZB	PITLAM
53	NZB	Tadwai
54	NZB	Varni
55	NZB	Yellareddy
56	RR	CHEVELLA
57	RR	Dharur
58	RR	Pargi
59	RR	TDR
60	RR	Vikarabad
61	SD	BHEL Depot
62	SD	Cantonment Depot
63	SD	Chengicherla Depot
64	SD	Ghatkesar Bus station
65	SD	Hakeempet Depot
66	SD	JBS
67	SD	Jeedimetla Depot
68	SD	Kukatpally CAC
69	SD	Kushaiguda Depot
70	SD	Miyapur-I Depot
71	SD	Miyapur-II Depot
72	SD	Patancheru CAC
73	SD	Ranigunj-I Depot
74	SD	Ranigunj-II Depot

**Signature of the tenderer.**