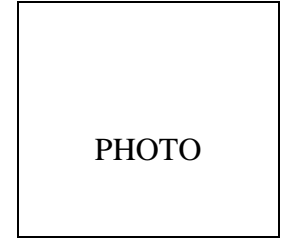


TELANGANA STATE ROAD TRANSPORT CORPORATION

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



Sir,

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

Ref : - Tender Notification No.E4/122(1)/2024-SR, Dt.06.03.2024.

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 :

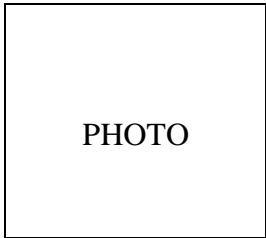
Full Name :

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.....**

Note : Not to quote monthly license fee in case of Auction Tenders.

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

7) Details of Earnest money Deposit (EMD) Drawn if 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			

8) 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 :

9) AGE OF THE TENDERER :
(Minors are Not Eligible)

10) PAN CARD No.(copy to be enclosed) :

11) AADHAR CARD No.(copy to be enclosed):

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

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

2)

SIGNATURE OF THE TENDERER

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**TELANGANA STATE ROAD TRANSPORT CORPORATION
SECUNDERABAD REGION**

TERMS AND CONDITIONS FOR ALLOTMENT OF STALLS / OPEN SPACES

1. The maximum period of license is :

In Major and A-Class Bus Stations:

- a) Five years only for Stalls/Open spaces/Dormitories. The license fee shall be enhanced by 5%, 5%, 10%, 15% in 2nd, 3rd, 4th, 5th year of license over the license fee payable in 1st, 2nd, 3rd & 4th year of license respectively.
- b) Ten (5 + 5) years for Canteens. The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year, and 15% in 4th and 5th years(block) over previous year license fee. Further, the license fee will be enhanced by 20% in 6th and 7th years(block) over 5th year, 25% over 7th year license fee for the next 3 years block period, i.e., 8th, 9th and 10th years, if the license period is extended.
- c) Four years only for Cycle/Scooter stands/Parking space. The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year and 15% in 4th year of license over the license fee payable in 1st, 2nd and 3rd years respectively.

In B-Class and C-class Bus Stations:

- a) Five years only for Stalls/Open spaces/Dormitories. The license fee shall be enhanced by 5%, 5%, 10%, 15% in 2nd, 3rd, 4th, 5th year of license over the license fee payable in 1st, 2nd, 3rd & 4th year of license respectively.
- b) Ten (5 + 5) years for Canteens at B class bus stations. The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year, and 15% in 4th and 5th years(block) over previous year license fee. Further, the license fee will be enhanced by 20% in 6th and 7th years(block) over 5th year, 25% over 7th year license fee for the next 3 years block period, i.e., 8th, 9th and 10th years, if the license period is extended.
- c) Five years for Canteens at C class bus stations. The license fee shall be enhanced by 5%, 10%, 15% & 20% in 2nd, 3rd, 4th, 5th year of license over the license fee payable in 1st, 2nd, 3rd & 4th year of license respectively.
- d) Four years only for Cycle/Scooter stands/Parking space. The license fee shall be enhanced by 5% in 2nd year, 10% in 3rd year and 15% in 4th year of license over the license fee payable in 1st, 2nd and 3rd years respectively.

SIGNATURE OF THE TENDERER

Contd...3

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 II**.
 - 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 and any other supporting documents 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.

- i) Tender form shall be downloaded from website.
(<http://www.tender.telangana.gov.in> & <http://www.tsrtc.telangana.gov.in>.)
- ii) Tender forms duly signed downloaded hard copies 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 10.30 to 14.00 hours on 26.03.2024.**

SIGNATURE OF THE TENDERER

Contd.4..

- iii) tenders will be opened on **26.03.2024 at 15.00 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 and one month advance) of the total contract period and enter into an agreement with the Dy.Regional 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.
- 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.

SIGNATURE OF THE TENDERER

Contd..5..

- 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.
- e) The excess EMD paid by the Tenderer will be either adjusted in the monthly license fee or will be refunded at the end of the contract.

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.
- 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.

SIGNATURE OF THE TENDERER

Contd..6..

- h) The successful tenderer /allottee has to pay Security Deposit equivalent to Six Highest monthly license fee and one month advance license fee in cash/ DD before entering into agreement with the Corporation within stipulated or as mentioned in the allotment letter, failing which allotment is liable for cancellation and EMD paid by him/her shall be forfeited by the Corporation without any further notice / intimation.
- i) **The security deposit will not carry any interest.**
- j) **The Security deposit is refundable only after completion of license period subject due performance and fulfillment of agreement Terms and Conditions.** 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.
- (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".

SIGNATURE OF THE TENDERER

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- (v) 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 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 GST, 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 @ 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). The licensee shall not raise any objections over this.
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.

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 penal rent for the extra space will be collected at twice the rate per sft paid on the authorized space.

SIGNATURE OF THE TENDERER

Contd.8..

IV) This provision shall not however entitle the licensee to continue the unauthorized usage of extra space and if the licensee does not remove the encroachments even after imposing penalty, he / she is liable to be terminated for such unauthorized usage of extra space.

V) **Penalty for selling Un-authorized items & charging excessive rates:-**

If the licensee is found selling un-authorized items / items not specified in the deed of license or sell the items at more than MRP rates, licensor can levy for penalty up to a maximum amount on each occasion as follows:-

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

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

VI) 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.

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/Dy.RM/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/Dy.RM/DM/Dy.EE.

SIGNATURE OF THE TENDERER

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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.
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 excess paid EMD by the Tenderer will be refunded after the completion of the agreement period or it will be adjusted in the license fee. 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.
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 deceased licensee to run the business on the same terms and conditions for the remaining period of license duly entering into a supplementary agreement on Non-Judicial Stamp paper worth of Rs.100/- on cost of such legal heir.

22. ELECTRICITY, WATER CHARGES, MAINTENANCE CHARGES AND GST:

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

SIGNATURE OF THE TENDERER

Contd.10

- c. If the meter is not working, the licensee has to get it repaired immediately at his/her own cost.
 - d. In case licensee is allowed to dig Bore well at his/her own cost, the electricity charges for the power consumed by the Bore Well Motor and maintenance of the same shall be borne by the licensee only.
 - e. The licensee shall pay the maintenance charges @ Rs.1.50 per sft. per month(as fixed by the Corporation and communicated from time to time) .
 - f. The licensee shall pay all the charges towards electricity, maintenance charges and water supplied by the Corporation on or before 10th of every month along with license fee and delay in payment will attract penalty @ 36% per annum for each day of delay on the amount payable.
 - g. The licensee shall pay the applicable GST along with the License fee at the rate as fixed by the Govt. from time to time. Any delay in payment of GST will lead to interest and penalty as applicable.
23. 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.
 24. The Licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act, 1970.
 25. 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.
 26. (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.
 27. 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.11.

28. The Workers employed by the licensee shall not have any right or claim whatsoever for employment in TSRTC at a future date.

29. 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).

30. 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.

31. 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 Canteen 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 neighbouring stalls by the licensee or his/her representatives; the compensation shall be borne by the licensee.

SIGNATURE OF THE TENDERER

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iv. 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 license fee payment or compensation or reimbursement of loss etc.

v. 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 for the Canteen. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.

32. DEMOLITION CHARGES:

- a. 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.
- b. The Corporation reserves the right to modify any condition/conditions of the agreement and add any other condition/conditions during the contract period. The Licensee shall have to abide by the conditions modified/incorporated and have to enter into a fresh agreement with the Corporation at his/her cost.
- c. In case of any dispute or differences arising on the terms & conditions of the tender/agreement, the decision of MD/TSRTC shall be final and binding on both the parties.

If any dispute arises between the Licensee and TSRTC, the courts at Hyderabad and Secunderabad shall have jurisdiction.

33. 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.

SIGNATURE OF THE TENDERER

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- 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 year period.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. Security deposit is refundable on the expiry of the period of license and subject to due performance and fulfillment of Agreement conditions.
40. 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.
41. 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.

SIGNATURE OF THE TENDERER

Contd..14..

- 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.
42. 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.
43. 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.
44. Permission for change of business other than the business specified in the tender notice will not be accepted.
45. Tenderers who belongs to SC community shall submit their Tender Form to the earmarked stall reserved for SC as well as open(other stalls) in Tender Notification. Whereas Tenderers who doesn't belongs to SC community shall submit their Tender Form to the earmarked stalls as Open in Tender Notification. In support of caste, he / she shall submit Xerox copy of caste certificate along with Tender form and original caste certificate for verification at the time of finalization of Tenders.
46. 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.
47. 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.
48. “ The Firms / Individuals who were earlier awarded licenses for operation of Stalls / Canteens etc. in the Bus Stations of the Corporation, but defaulted in payment of license fee for more than 2 months as on date of submission of the tenders are not eligible to participate in the bids. The firms / individuals whose licenses were terminated due to default in payment of license fee or due to breach of other terms and conditions of the license agreement are not eligible to participate in the bids”

SIGNATURE OF THE TENDERER
