e-procurement tender notification NO:M3/437(1)/2024-HR, DT: 17.02.2024



TELANGANA STATE ROAD TRANSPORT CORPORATION

TENDER DOCUMENT FOR APPOINTMENT OF LICENSEES FOR STALLS/ OPEN SPACES, AT VARIOUS POINTS, etc., IN THE BUS STATIONS OF HYDERABAD REGION

https://tender.telangana.gov.in

O/o THE REGIONAL MANAGER, HYDERABAD REGION MGBS, HYDERABAD Website: http://www.tsrtc.telangana.gov.in

DISCLAIMER

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

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

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

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

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

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

e-tender details

		TELANGANA STATE ROAD TRANSPORT
1.	Department Name	CORPORATION
2.	Circle/Division	HYDERABAD REGION, HYDERABAD
3.	Tender Number	No.M3/437(1)/2024-HR, dated 17 .02.2024
4.	Tender Subject	Appointment of Licensees for Stalls/ Canteen, Open Spaces, Two Wheeler Parking, etc., in the Bus Stations of Hyderabad Region
5.	Period Of Contract	As per Tender Document
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	BIDDERS SHOULD SUBMIT THEIR EMD BY WAY OF DEMAND DRAFT/BANKER'S CHEQUE DRAWN IN ANY NATIONALIZED BANK PAYABLE AT HYDERABAD IN FAVOUR Deputy Chief Accounts Officer, Hyderabad Region, TSRTC. For details of EMD amounts, refer Tender Document (For each Stall)
9	Tender document Process Fee	As per Tender Document <mark>(For each Stall)</mark>
10.	Tender document	Deputy Chief Accounts Officer, Hyderabad Region,
	Process Fee	TSRTC, payable at Hyderabad
	Payable To	
11.	Bid submission starting date and time	13 -03-2024 at 01.30pm
12	Bid submission closing date and time	27-03-2024 at 5.00pm
13.	Hard copies submission date and time	28-03-2024 between 10.30am to 02.00pm

14.	Submission of	SCANNED COPY SHOULD BE UPLOADED					
	separate DDs	WHILE BIDDING AND HARD COPY SHOULD					
	towards EMD	BE SUBMITTED WELL BEFORE OPENING OF					
		THE BIDS WITHIN THE STIPULATED TIME					
15.	Technical Bids Opening Date	28-03-2024 at 03.00 pm					
16.	Commercial Bids Opening Date and Time	28.03.2024 at 04.00 pm					
17.	Place Of Tender	Office of the Regional Manager, Hyderabad					
	Opening	Region, 1 st floor, MGBS, Hyderabad.					
18.	Officer Inviting Bids	Regional Manager, Hyderabad Region, TSRTC					
19.	Contact Person	Regional Manager, Hyderabad Region, TSRTC					
20.	Address/E-mail id	Office of the Regional Manager, 1 st floor, MGBS, Hyderabad Email id:pohyderabad@gmail.com					
21.	Contact Details/Telephone, Fax	9959226124					
22.	Procedure to Offer	The Bidders shall submit their response through					
	Submission	Bid submission to the tender on eProcurement					
		platform at www.eprocurement.gov.in by following					
		the procedure given below. The Bidders would be					
		required to register on the e-procurement market					
		place https://tender.telangana.gov.in and					
		submit their bids online. Offline bids shall not be					
		entertained by the Tender Inviting Authority for					
		the tenders published in eProcurement platform.					
		The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid					
		etc., in the online standard formats displayed in					
		eProcurement web site. The Bidders shall upload					
		the scanned copies of all the relevant certificates,					
		documents etc., in support of their eligibility					
		criteria/ certificates / documents in the					
		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. Registration with eProcurement platform:

For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited or

https://tender.telangana.gov.in.

2. Digital Certificate Authentication:

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

3. Submission of Hard Copies:

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

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

4. Payment Of Transaction Fee:

It is mandatory for all the participant Bidders from 1st January 2016 to electronically pay a Non-Refundable Transaction fee to M/s. **TSTS** (Telangana Division), 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 GST of 18% + Bank Charges on the transaction amount payable to TSTS (Telangana Division) shall be applicable.

5. Tender Document:

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 eProcurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this

6. Bid Submission Acknowledgement:

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						
		eProcurement system are treated as invalid or not						
		saved in the system. Such invalid bids are not						
		made available to the Tender Inviting Authority for						
		processing the bids. The Government of TS and						
		M/s APTS (Telangana Division) are not responsible						
		for incomplete bid submission by users.						
23.	General Terms &	As per Tender Document						
	Conditions							

HOW TO APPLY

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

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

e-Procurement Help Desk

Vupadhi Techno Services Pvt. Ltd.

1st Floor, Ramky Grandiose,
Sy. No: 136/2 & 4, Gachibowli,
Hyderabad - 500032.
Telangana State.
+91 40-33762222, 23
73374 45545 / 63093 39690 / 73374 45546 / 99127 56216 (Due to COVID outbreak support will be available through mobile numbers from 9 AM to 6 PM)

Payment related Support/ Queries

For Axis: 90000 85024

For ICICI: +91 22-61376752,+91 22-61376644 or +91 22-61376740

For Indusind: +91 98195 57050 +91 98730 92720

Payment related eMail Support/ Queries

gb.support@axisbank.com nitin.dedhia@icicibank.com / nikhilesh.prasad@icicibank.com / rupali.more@icicibank.com / etendering@icicibank.com Sushmita.hule@indusind.com

eMail Support

For any eProcurement Application Service Requests and Technical issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please mail

to tseprocsupport@vupadhi.com

All E-Mails would be acknowledged for Resolution, within official working hours receipt barring all holidays.

Working Hours

9 A.M to 8 P.M Monday to Saturday except on Public Holidays.

TELANGANA STATE ROAD TRANSPORT CORPORATION

To The Regional Manager, T.S.R.T.C., Hyderabad Region, 1st Floor, Mahatma Gandhi Bus Station, HYDERABAD.
Sir, Sub:- TENDERS: Tenders for grant of license for allotment of stalls / open spaces/Canteen/Stall to run Cargo Business in the Bus stations and other places - Submission of Tender form - Reg.
Ref: - Manual, Auction & e-Tender Notification No.M3/437(01)/2024-HR, Dt. 17.02.2024

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.

PHOTO

TENDER FORM

TENDER FOR GRANTING OF LICENCE FOR	RUNNING
------------------------------------	---------

1). NA	ME OF THE TENDER	ER	:		
2). FA	THER's NAME		:		
BU IN	ALL No. & NATURE O JSINESS (FOR WHICH REFERRED) epot		:		
	REVIOUS EXPERIENC aclose a certificate)	E (If any	:		
	ID AMOUNT PARTICU DD No, DATE & AMOU		:		
b) E	BANK PARTICULARS		:		
6). FULL ADDRESS OF THE TENDERER (For correspondence with : Telephone Nos. If any) : along with residential proof			: H .No. : Locality : Village : Mandal & Dist : Pin Code No : Phone No :		
	GE OF THE TENDERE inors are NOT ELIGIBL				
9). I/W	e offer the following su	ureties, who ha	ve signed here	under as guarantors.	
S.No	Name of the surety with full address	Occupation and financial status		Signature of the sureties for the execution of the Agreement Deed of license	
1).					
2).					

TELANGANA STATE ROAD TRANSPORT CORPORATION HYDERABAD REGION

TERMS AND CONDITIONS FOR ALLOTMENT OF STALLS / OPEN SPACE/CANTEEN

- 1. The maximum period of license is:
 - a) Five years only for dormitories, stalls/open spaces & Four years for parking stands. The license fee for stalls/open spaces/Dormitories at A class bus station 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. The licence fee for Cycle/scooter stands/parking space at A class bus station shall be enhanced by 5% in 2nd year, 10% in 3rd year and 15% in 4th year, over the license fee payable in 1st, 2nd, and 3rd years of license respectively. For Canteens at A bus station, 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 licence 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 licnese period is extended.
 - b) The licence fee for stalls/open space/Dormitories at B-Class and C-Class bus stations 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.
 - c) The license fee for canteens at B & C class bus stations shall be enhanced by 5% in 2nd year, 10% in 3rd year and 15% in 4th & 5th years (block) over previous year license fee. Further the licence 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.
 - d) The license fee for Cycle/Scooter stands/Parking Space at B & C class bus stations 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.
- 2.a) Separate tender form has to be submitted for each stall/shop/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/businesses and permitted items are furnished in the enclosed Annexure I.
 - e) The Tenders in the name of minor or on behalf of minors will be rejected.

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 https://tender.telangana.gov.in for A class Bus station and the price bid shall be quoted online only.
 - b) The tender form, duly filled in, along with the Demand Draft in Original towards EMD drawn in favour of " DY.CHIEF ACCOUNTS OFFICER, SECUNDERABAD REGION, TSRTC " should be enclosed together with the form of terms and conditions with signatures on each page and any other supporting certificates with residential proof shall be kept in a cover and sealed.

On the sealed cover, the stall No., nature of business, Name and Address of the tenderer shall be indicated. Then the sealed cover should be placed in a tender Box kept in the Office of the Regional Manager, TSRTC, Hyderabad Region, Mahatma Gandhi Bus Station, 1st Floor, Hyderabad. The details of the date and time of submission and opening of tenders are as follows.

- i) Tenders form shall be downloaded from online website. (https://tender.telangana.gov.in.)

 or https://www.tsrtc.telangana.gov.in.)
- ii) Tender forms duly signed along with downloaded hardcopies, EMD DD & Tender processing fee DD 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 RM/HR office, 1st floor, MGBS, Hyderabad Region from 10.30 hrs to 14.00 hours on 28.03.2024.
- iii) Online tenders will be opened online on 28.03.2024 at 15.00 hrs by the Committee in the presence of the tenders or the authorized representatives.
- 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 and One month Advance license fee, with the Deputy 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 all charges such as GST, electricity, Maintenance and water charges. The tenderer should quote monthly license fees offered by him, both in figures and words clearly.
- 4 a) The downloaded hard copies forms not accompanied by Demand Drafts in original towards the requisite EMD and Tender processing fee, incomplete filled in tender forms and unsigned terms and conditions will be rejected.
 - b) Tender forms with any preconditions additional conditions other than the conditions prescribed and supplied by TSRTC (licensor) will summarily be rejected at the time of opening tenders.

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

I) 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.

6. LICENCE PERIOD / MINIMUM PERIOD OF DOING BUSINESS

- (i) The license period of canteens / stalls / open space / shops / office accommodation/dormitory/deluxe lounge/telephone booths/bus pass covers shall be five(5) years only and licence period is for four(4) years for parking stands.
- (ii) 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.
- (iii) 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".
- (iv) 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.
- (v) The license fee paid by the licensee on time shall be accounted in seriatim strictly in order of the months for which license fee is payable. The same principle shall be applied for accountal in case of payment of arrears duly adjusting for the in-default cu- mulative GST first, then the cumulative penal interest and other charges viz., electricity, water, maintenance charges etc., and then, from the remaining balance amount towards the earliest month for which the licensee has fallen in-default and so on in that order.
- (vi) 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.
- (vii) The employees of TSRTC and their family members as defined in TSRTC Employees (Conduct) Regulations are not entitled to participate in Tenders for allotment of Canteens, Pucca Stalls, DOT Stalls, Open Spaces, Dormitories & Two Wheeler Parking, Advertisement Contracts etc.

- 7. 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.
- 8. The license fee per month exclusive Electricity and Water charges and the same shall be paid in advance on or before 10th day of current month. If 10th day happens to be holiday the payment shall be made on the next working day.
 - (a) the licensee is liable to pay Penalty for each day delay @ 36% per annum in case of belated payment of monthly license fee, electricity and water charges, on the amount payable, in addition to the payment of license fee.
 - (b) 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, nonpayment of taxes to statutory authorities will cause termination of license and vacation of premises.
 - (c) The GST (presently 18%) shall be borne only by the licensee at the rate as communicated by Government from time to time.
 - (d) The Corporation shall arrange payment of property tax for shops/stalls/canteen in Bus station and the licensee need not reimburse the same.
- 9. The allotment of canteens, stalls/shops 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. The licensee shall not raise any objection over this.
- 10. 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.

11. CONFINEMENT TO THE AREA OF STALLS (SHOPS/SPACE/CANTEEN 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 authorised space.
- IV) This provision shall not however entitle the licensee to continue the unauthorised 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 unauthorised usage of extra space.

V) <u>PENALTY FOR SELLING UN-AUTHORISED ITEMS & CHARGING</u> EXCESSIVE RATES:

a. 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 penalty up to a maximum amount on each occasion as follows.

SI.	TYPE OF BUS	AMOUNT OF PENALTY TO BE		
No.	STATION	IMPOSED		
1	Major and 'A' Class			

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.

- 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.
- 12. Permission shall not be accorded to any licensee to open sub-stalls/outlets.
- 13. The licensee shall not be permitted to engage HAWKERS.
- 14 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/DVM/DM concerned as the case may be are empowered to levy penalty up to a maximum of Rs.1000/- on each occasion. If the licensee repeats the offence thrice, his license is liable for termination, with a notice of 7 (seven) days.
 - c) The stall or premises will be given " as is where is condition " to the successful licensee. Any modifications, changes alterations, repairs, if any, required shall be undertaken by the licensee at his/her own cost with prior permission of the RM/Dy.RM(O)/DM/Dy.EE.
- 15. 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.
- 16. The successful tenderer will be allowed to commence the business after payment of security deposit.
- 17. 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.

- 18. The EMD amount of unsuccessful bidders will be refunded after finalization of tender without any interest. The Excess EMD Paid by the successful bidder will be refunded after the completion of the Agreement period or it will be adjusted in the license fees. The Corporation is not responsible, if the tenders are held up due to litigation in Hon'ble courts or any other administrative reasons.
- 19. 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 endeavour to supply water and electricity required by the licensee.
 - e) 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.
- 20. 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.

21. <u>ELECTRICITY, WATER CHARGES, MAINTENANCE CHARGES AND GST:</u>

- 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.
- 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.

- 22. 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 fulfil his obligation arising out of this clause by way of insurance policy or any other means to the satisfaction of the Corporation.
- 23. The Workers employed by the licensee shall not have any right or claim whatsoever for employment in TSRTC at a future date.
- 24. 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)
- 25. 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 misbehaviour, 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) 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.,

26. 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.

- 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.

27. 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.

28) **TERMINATION OF LICENSE**:

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

- i) If the licensee defaults in payment of license fee as per Terms & conditions of this agreement.
- ii) If the Licensee fails to do the business (for which licence is granted) in the stall for a continuous period of **NINENTY (90) DAYS.**
- iii) If the licensee is found encroached on to the platforms, area meant for passenger movement or any other area / stall/shop
- 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 is found doing or resorting to any unethical activities or indulging in moral turpitude.
- vi) In case of misbehaviour / assault committed by the licensee, his/her representatives against the employees of the corporation.
- vii) For breach of terms and conditions of deed of licence.
- 29. The Licenser reserves the right to terminate the license by giving one month's notice in case the premises is required for use of the licensor.

- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Security deposit is refundable on the expiry of the period of license and subject to due performance and fulfilment of Agreement conditions.
- 35. 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.
- 36.a) On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of contract.
 - b) In the event of the licensee fails to deliver vacant possession to the licensor, the licensor shall have right to take possession of the premises by putting his own lock and key to the said premises. The articles if any left by the licensee, will be kept in public auction on the next day of taking over the premises by the licensor.
 - c) The proceeds in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee.
 - d) Failure to deliver vacant possession by the licensee to the licensor, shall entitle the licensor to forfeit the Security Deposit.
- 37. 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.
- 38. 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.

- 39. Permission for change of business other than the business specified in the tender notice will not be accepted.
- 40. 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.
- 41. 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.
- 41. Only members of SC/ST & PEBC have to submit tenders for stalls reserved/earmarked for SC/ST & PEBC members in scheduled and non-scheduled areas enclosing the Caste Certificate/Community Certificate/Nativity Certificate issued by Mandal Revenue Officer or any Officer/authority authorised by Govt. of Telangana to the tender form.
- 42. The Integrated Caste/Community/Nativity Certificate shall have been issued not earlier than three years, as on the date of publication of tender notice. The Caste/Community/Nativity Certificate submitted by the members of SC/ST/EBC, shall be got verified through vigilance & Security Officer of Zone concerned.
- 43. If any Caste/Community/Nativity Certificate submitted by the tenderers is found to be non-genuine/false/bogus at a later date, the person who submitted such documents is liable for criminal prosecution under IPC, besides termination of licence and forfeiture of security deposit.
- 44. The allotment of the stalls reserved for SC/ST & PEBC members in both scheduled and non-scheduled areas shall be finalised by the Tender Committee on the basis of highest amount offered, by the tenderers belonging to SC/ST & PEBC towards monthly licence fee. In other words, the stalls/shops shall be allotted to the valid tenderer who offers highest amount towards monthly licence fee.
- 45. If the Tender Committee is of the opinion that, the monthly licence fee offered by the highest tenderer is not reasonable in respect of stalls earmarked/reserved to SC/ST & EBC members, the Tender committee shall negotiate with the highest tenderer to increase the licence fee to the reasonable extent
- 46. Collection of security deposit, collection of licence fee, electricity and water charges, fixation of licence period, periodical increase of licence fee, entering into an agreement with the allottee, GST and other conditions of allotment of stalls earmarked for SC/ST & EBC members in Non-Scheduled and Scheduled Areas shall be the same as applicable to the Canteens, Stalls/Shops/Spaces allotted to general category.
- 47. The BC Candidates whose gross annual income is below Rs.4.5 lakhs per annum shall only come under 'EBC' category and are eligible for participating in the tenders called for the stalls earmarked for SC/ST/EBC.
- 48. The reservation is meant for Back Ward Classes only. OC candidates shall not be allowed to participate in the tenders for filling up of vacant stalls earmarked for SC/ST/EBC candidates even though they produce income certificate for less than Rs.4.5 lakhs per annum.

- 49. If the Tender Committee is of the opinion that, the monthly licence fee offered by the highest tenderer is not reasonable in respect of stalls/open spaces/canteens etc, the Tender committee shall negotiate with the highest tenderer to increase the licence fee to the reasonable extent.
- 50. The alterations or modifications of the stall will be finalised by the Tender committee at the time of negotiations

ANNEXURE-I

PERMITTED BUSINESSES IN THE BUS STATIONS:

- 1) Office Accomodation
- 2) PWM
- 3) Godown
- 4) ATM

The descriptions of the items to be sold under each category which are not mentioned will be finalized by the Tender Committee at the time of negotiations.

SIGNATURE OF THE TENDERER

UNDERTAKING

I, THE UNDERSIGNE	ED LICENSEE OF	STALL NO:	SITUATEI) AT
	BUS S	TATION HAVING	G LICENSE PE	RIOD
FROM	TO	FO	R RUNNING	THE
BUSINESS			DO HEREBY	GIVE
MY UNDERTAKING/	ASSURE THAT I S	HALL NOT INDU	LGE IN DIREC	ΓOR
DIRECT SALE / ST	TORAGE OF THE	FOLLOWING IT	TEMS WHICH	ARE
PROHIBITED BY THE	CORPORATION AN	ND THE GOVERN.	AMENT FROM	ГІМЕ
TO TIME:				
e. f. g. h. i. j. k.	Gutkha. Drugs (Psychotropic Raw/Dry Fish/ meat/Liquor/ Wine/any alc Crackers/Explosives/Pets/Animals Pan masala containing as ingredients by what Prohibited Forest pro	Chicken cohol/ Intoxication pro/Inflammable items. Ing Tobacco and/or Nicatsoevername. Induce. Induce. Induce bited by Law from time	me to time.	

TELANGANA STATE ROAD TRANSPORT CORPORATION

Office of the Regional Manager (HR) MGBS, Hyderabad.
Date: 17.02.2024.

No.M3/437(01)/2024-HR

MANUAL, e-TENDER & Auction NOTIFICATION

Sealed tenders (online e-Tender for 'A' Class Bus Station and Auction & Manual Tender for 'B' & 'C' Class Bus Stations) are invited from the intending Business Firms/Persons to run business in the Canteens, Stalls, Open Spaces, in the premises of various Bus stations of Hyderabad Region and the details are furnished in the enclosed "Annexure – A".

- 1. The requisite EMD amount shall be paid through DD/Bankers Cheques from Nationalized Banks drawn in favour of Dy.Chief Accounts Officer, TSRTC, Secunderabad Region.
- 2. Tender form together with the Terms & Conditions along with specification of Canteen, Space, Stalls are available on website (http://tender.telangana.gov.in & http://www.tsrtc.telangana.gov.in.) from 13.03.2024 to 27.03.2024 for 'A' Class Bus Stations for downloading.
- 3. The cost of tender document fee for each stall is @Rs.1,180/- paid through DD /Bankers Cheque drawn in favour of Dy.Chief Accounts Officer, TSRTC, Secunderabad Region for 'A' Class Bus Station.
- 4. Tender forms shall be downloaded from online website for the 'A' Class Bus station. The price bid shall be quoted online in case of 'A' class Bus Station.
- 5. Tender forms will be issued only on production of a self attested copy of valid photo Identity proof of the Intending Tenderer (Aadhar etc) for 'B' & 'C' Class Bus Stations or download from the website. The forms can be purchased from the Regional Manager, Office, Hyderabad Region on working days during office hours i.e from 10.30 hrs to 17.00 hrs from 13.03.2024 to 27.03.2024 on payment of Rs.750/- + Rs.135/- GST=Rs.885/- for 'B' Class Bus station & Rs.250/- + 45/- GST = 295/- for 'C' Class Bus Station towards tender application fee.
- 6. Individual tender form has to be submitted for each stall/canteen/spaces.
- 7. Tender forms duly filled, signed along with hardcopies, EMD DD & Tender processing fee DD 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 RM/HR office. 1st floor, MGBS, Hyderabad Region from 10.30 to 14.00 hours on 28.03.2024.
- 8. Tenders will be opened on 28.03.2024 at 15.00 hours by the committee in the presence of the tenderers or their authorized representatives.
- 9. Other terms & conditions shall be obtained in the Tender form.
- 10. TSRTC reserves the right to accept or reject any of the tenders of any stalls without assigning any reasons thereof.

Encl: Annexure-A

PERSONNEL OFFICER HYDERABAD REGION

Copy to Dy.RM(O)s: CRMR/HYT; For infn.

Copy to: Dy.CAO/HR; For infn. Copy to: EE(U)/HR; For infn.

SI. No	UNIT	Division	Name of the Bus station	Class of Bus Station	Stall No.	Size in Sft	Pucca/ Open	EMD Amount	Nature of Business	Period of Contract	Remarks
1	MSRD	CRMR	Koti/CAC (1st floor)	A	F1	13 x 9.4 =122	Open	30000	Office Accomodation/ Dormatory	5 Years	e-Tender
2	MSRD	CRMR	Koti/CAC	A	KS- 11	9 x 3 = 27	open	30000	PWM	5 Years	e-Tender
3	MSRD	CRMR	Koti/CAC	A	SRT- 5	105	pucca	30000	Godown	5 Years	e-Tender
4	MSRD	CRMR	Koti/CAC	A	ATM	84	Pucca	50000	ATM	5 Years	e-Tender