



TELANGANA STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR THE ALLOTMENT OF STALLS IN THE BUS STATION
BHADRACHALAM OF KHAMMAM REGION**

**www.eprocurement.gov.in
DISCLAIMER**

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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

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	KHAMMAM REGION (BHADRACHALAM BUS STATION)
3.	Tender Number	01/122(82)/2024-RM:KMM, Dt.22.08.2024
4.	Tender Subject	ALLOTMENT OF STALLS IN THE BUS STATIONS & DEPOTS OF KHAMMAM REGION: Corporation intends to construct stalls in Depots and Bus Stations in the open areas facing the main road and let-out to the bidders on Tender basis.
5.	Period Of Contract	As per Tender Document
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	The EMD amount (as per the tender document) shall be paid through DD/ Banker's Cheque drawn in favour of Dy. Chief Accounts Officer/ Accounts Officer, TSRTC, Khammam Region (For each Stall).
9	Tender document Process Fee	As per Tender Document (For each Stall)
10.	Tender document Process Fee Payable To	Accounts Officer, TSRTC, Khammam Region
11.	Bid submission starting date and time	23.08.2024 at 10.30 Hrs
12	Bid submission closing date and time	11.09.2024 at 17.00 Hrs
13.	Hard copies submission date and time	12.09.2024 (10.30 Hrs to 17.00 Hrs)
14.	Submission of separate DDs towards EMD	SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF THE BIDS WITHIN THE STIPULATED TIME.
15.	Technical Bids Opening Date	13.09.2024 at 11.00 Hrs

16.	Commercial Bids Opening Date and Time	17.09.2024 at 11.00 Hrs
17.	Place Of Tender Opening	Regional Manager's Office, First floor of Old Bus Station, Khammam.
18.	Officer Inviting Bids	Regional Manager, KHAMMAM REGION, TSRTC
19.	Contact Person	Personnel Officer, KHAMMAM REGION , TSRTC
20.	Address/E-mail id	Office of the Personnel Officer, First floor of Old Bus Station, Khammam. pokhammam@gmail.com
21.	Contact Details	9959225957,9963507506
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at www.eprocurement.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place www.eprocurement.gov.in or https://tender.eprocurement.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates /documents in the e-Procurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>1. Registration with e-Procurement platform: For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi Techno Services Pvt. Limited or https://tender.eprocurement.gov.in. +91-40-33762222,23</p> <p>2. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p>

		<p>3. Submission of Hard Copies:</p> <p>After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process fee to the Tender Inviting Authority and other uploaded documents before opening of the bids. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority before opening of bids either personally or through courier or by post and submission of the same within the stipulated time shall be the <u>responsibility of Bidders</u>. The department shall <u>not take any responsibility for any delay or non-receipt</u>. 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.</p> <p>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> <p>4. Payment Of Transaction Fee:</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. APTS (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 APTS (Telangana Division) shall be applicable.</p> <p>5. Tender Document:</p> <p>The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.</p>
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23.	General Terms & Conditions	As per Tender Document

HOW TO APPLY

- **Click at www.eprocurement.gov.in/**
- **<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.Vupadhi Techno Services Pvt. Limited over phone or in person or their helpdesk at:

e-Procurement Help Desk
M/s.Vupadhi Techno Services Pvt. Ltd.,
1st Floor, Ramky Grandiose, Sy.No. 136/2 & 4,
Gachibowli, Hyderabad - 500032.
Telangana State. +9140.33762222,23
Mail id tseprosupport@vupadhi.com

TELANGANA STATE ROAD TRANSPORT CORPORATION
TENDER FORM

To
The REGIONAL MANAGER, TSRTC,
Khammam Region.

Sir,

Sub: TENDERS – Tender for allotment of Stall No. _____, at
_____ Bus Station/Bus Depot – Submission of Tender Form – Reg.

Ref:- e-Tender Notification No. **01/122(82)/2024-RM:KMM, Dt.22.08.2024.**

I hereby submit my Tender in the prescribed tender Form. I read all the Terms and Conditions supplied along with the Tender Form thoroughly and understood the full content.

Further, I hereby agree to abide by the Terms and Conditions stipulated by the Corporation from time to time during the operation of my business on awarding the License for the same.

Yours faithfully

DATE:

(SIGNATURE OF THE BIDDER)

FULL NAME: _____

PERMANENT ADDRESS: _____

(with proof of Aadhaar card)

CONTACT NO: _____

WHATSAPP NO: _____

E-MAIL ID: _____

TELANGANA STATE ROAD TRANSPORT CORPORATION



AFFIX
PHOTO

TENDER FORM

1. NAME OF THE BIDDER : _____
2. FATHER'S NAME : _____
3. STALL NO. : _____
4. NAME OF THE BUS STATION/BUS DEPOT : _____
5. NATURE OF BUSINESS : _____

6. EMD AMOUNT PARTICULARS: **EMD AMOUNT** :Rs. _____

DD NO. : _____

DATE : _____

BANK DETAILS : _____

7. TENDER PROCESSING FEE PARTICULARS: **AMOUNT** :Rs. _____

DD NO. : _____

DATE : _____

BANK DETAILS : _____

8. FULL ADDRESS OF THE BIDDER: _____ (with proof of Aadhaar card)

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9. AGE OF THE BIDDER : _____

10. PAN CARD NO. : _____

11. GST NO. : _____

12. I OFFER THE FOLLOWING SURETIES WHO HAVE SIGNED HERE UNDER AS SURETIES.

Sl.No	Name of the Surety	Occupation	Signature
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1.

2.

3.

SIGNATURE OF THE BIDDER

GENERAL TERMS AND CONDITIONS:-

1. The stall will be allotted on the basis of highest License fee quoted for that stall. Corporation, if felt necessary, may negotiate further with the highest license fee quoted bidder.
2. Stalls will be constructed by the Corporation within a period of (6) Six months from the date of allotment to the successful bidders. However under circumstances beyond the control of the Corporation, the period taken for construction of shops may be extended further by two or three months. The delay so caused shall not subject the Corporation to any contractual liability of any kind.
3. Location of the stalls with respective areas each Bus Station / Depot wise is kept at Annexure-III
4. The EMD paid by the successful bidder shall be adjusted towards the Security Deposit payable and the successful bidder has to pay the difference of the amount which falls short of Security deposit amount at the time of *handing over of the constructed stall/stalls*. The EMD amount does not carry any interest.
5. The statement showing details of Stall Number, Nature of Business, Stall Size and EMD particulars for which tenders are called is kept at **Annexure-I**.
6. The EMD Amount shall be paid through DD/Banker's Cheque drawn in favour of Dy.Chief Accounts Officer/Accounts Officer, TSRTC, Khammam Region.
7. The Statement showing the description of items to be sold/services offered is kept at **Annexure -II**.
8. Tender document cost/Processing fee for each stall is as follows and shall be paid through DD/ Banker's Cheque drawn in favour of **Dy. Chief Accounts Officer/Accounts Officer, TSRTC, Khammam Region**. The EMD amount will not carry any interest.

S.No.	Category of Bus station	Cost of Tender Form
1	'Major'	Rs.1500/- + Rs.270/- (GST), Total Rs.1770/-
2	'A' Class	Rs.1000/- + Rs.180/- (GST), Total Rs.1180/-
3	'B' Class	Rs.750/- + Rs.135/- (GST), Total Rs.885/-
4	'C' Class	Rs.250/- + Rs.45/- (GST), Total Rs.295/-

The interested parties may **inspect/visit** the premises before submitting the TENDER form. **Individual tender form has to be submitted for each Stall**. The detailed information on Tender, the Tender document and other related Terms and Conditions including location drawings can be had through **Website: <https://tender.telangana.gov.in>**

9. LICENSE PERIOD:

The license period shall be (5) five years only.

10. LICENSE FEE ENHANCEMENT:

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.

SIGNATURE OF THE BIDDER

11. ELECTRICITY, WATER CHARGES, MAINTENANCE CHARGES & GST :

- 1) 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.
 - 2) 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.
 - 3) If the meter is not working, the licensee has to get it repaired/replaced immediately at his/her own cost.
 - 4) 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.
 - 5) The licensee shall pay the maintenance charges @ Rs.1.50 per sft. of space allotted per month(as fixed by the Corporation and communicated from time to time) subject to a maximum of Rs.4,000/-
 - 6) The licensee shall pay the applicable GST as fixed by the Govt. from time to time (at present the **GST is 18% (CGST-9% + SGST-9%)**) along with the License fee at the rate. Any delay in payment of GST will lead to interest and penalty as applicable.
 - 7) The licensee shall pay all the charges towards maintenance charges, electricity 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.
 - 8) 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 cumulative 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 license has fallen in default and then the next earliest month for which the licensee has fallen in-default and so on in that order.
12. The bidder shall sign on each page of tender form including terms & conditions, Annexure-I,II,III and IV duly enclosing the requisite DD/Banker's Cheque towards EMD and DD towards tender document processing fee be kept in sealed cover, failing which EMD amount will be forfeited without any notice or intimation.
13. The Name of the business/stall number for which the tender quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped in the Tender Box kept at **Regional Manager's Office, First Floor of Old Bus Station, Khammam** , during the hours from **10.30 to 17.00hrs on 20.09.2024. Tenders box will be opened on 20.09.2024 at 17.15 hrs in the presence of the bidders.**
14. A Minor cannot participate in the Tenders and any such Tender signed by a minor will be rejected treating it as invalid and the EMD will be forfeited.
15. The employees of TSRTC and their family members as defined in TSRTC Employees (Conduct) Regulations are not entitled to participate in Tenders (C3/437(1)/2023-OPD(M&C), dtd.09.02.2023).
16. The Bidder/Representative of the bidder shall produce self-attested copy of valid Photo Identity Card (PAN Card/AADHAR/Voter Id/Driving License Passport/Ration Card).
17. During the opening of the Tenders, only those with the original Photo Identity Card will be allowed inside the Tender Hall.

SIGNATURE OF THE BIDDER

18. a) **Separate tender form has to be downloaded from e-Procurement notification and submit for each stall.** The bidder shall have to submit the tender form only for the business mentioned against such stall and for any multiple businesses, there should be separate Tender form and separate sealed cover to be submitted and for any deviation the tender will be rejected duly forfeiting the EMD amount.
- b) The interested parties may **inspect/visit** the premises before submitting the tender form.
- c) In case of Firms /Companies/Corporations etc., the authorized representative can submit the tender along with authorization letter.
19. Only SC, ST & PEBC candidates are considered for the stalls reserved for them exclusively and in respect of SC/ST candidates they shall enclose caste/community/nativity certificate and in respect of PEBC candidates i.e. only BC candidates whose gross annual income is below 8.00 lakhs, subject to instruction issued by the Government from time to time shall enclose annual income certificate issued by Mandal Revenue officer or any Officer/Authority authorized by the Govt. of Telangana) to the tender form.
- 1) The integrated caste/Community/ Nativity Certificate shall have been issued not earlier than (03) years as on the date of publication of tender notice. The PEBC candidates should submit latest annual income certificate issued by Mandal Revenue officer or any Officer/ Authority authorized by the Govt. of Telangana. The integrated caste/community/nativity certificate submitted by the member of SC/ST/PEBC shall be subject to verification from the authorities concerned.
 - 2) If any caste/Community/ Nativity Certificate/Annual Income certificate(for PEBC candidates) submitted by the bidders is found to be non- Genuine/false/bogus at a later date, the person who submitted such documents is liable for prosecution under IPC, besides termination of license and forfeiture of Security Deposit.
 - 3) The tender form after stipulated time will not be accepted. The tenders will be opened by the Regional Tender committee. The bidders or their authorized representative is allowed while opening of sealed covers.
20. **Amount offered by the bidder (Basic Price) towards monthly license fee shall be exclusive of electricity, maintenance, water charges, GST and others if any.**
21. a) In case of Earnest Money Deposit paid by the bidder is less than the stipulated in the tender notification or the EMD paid through other means i.e., in a manner other than stipulated, the paid EMD shall be forfeited to the Corporation without any notice duly rejecting the tender at the time of opening of tenders.
- b) Tenders once submitted shall not be permitted to withdraw. Non-Participation in the tender after submission of tender, results in forfeiture of EMD without any notice or intimation.
- c) Corporation reserves the right to reject the offers received on any one or all the stalls without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

SIGNATURE OF BIDDER

22. The EMD of the bidders will be forfeited under the following circumstances.

- a. When the Bidder backs out from payment of Security Deposit within seven days from the date of receipt of handing over order or Fifteen days from the date of handing over order whichever is earlier.
- b. When the bidders forms not accompanied by the Demand Draft/Banker's Cheque in original towards the requisite EMD, incomplete filled in Tender forms and unsigned Terms & Conditions.
- c. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by TSRTC/Licensor.
- d. When the Tender is submitted in Un-concerned tender form.
- e. When the Tender is submitted for the business other than the notified in the Tender Notification.
- f. EMD is not exempted to any Organizations/ Institutions/ Communities/ Society/ Voluntary.
- g. If the EMD prescribed in the Annexure-I is not in the form of Demand Draft/Banker's Cheque drawn in favour of the Dy.Chief Accounts Officer/ Accounts Officer, TSRTC, _____ Region.
- h. If the Demand Draft/ Banker's Cheque in original is not obtained and enclosed to the Tender form submitted physically.
- i. In case the application form is not filled up properly i.e. from Item No.1 to 12 of Tender form.
- j. When the EMD is not paid or less paid than what is stipulated in the tender notification.
- k. When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
- l. When the application 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.
- m. When the successful bidder backs out from taking up of the contract within the stipulated period, for whatsoever reason.
- n. When the successful bidder fails to enter into an agreement with the Corporation within 7 days from the date of payment of Security deposit.
- o. Non enclosure of requisite documents.

23. MINIMUM PERIOD OF DOING BUSINESS:

- 1) The minimum period of doing business by the licensee of Stall shall be **ONE YEAR** from the date of commencement of agreement period.
- 2) If any licensee intends to vacate the premises for whatever reasons before completion of minimum period of ONE YEAR, the licensee has to pay the balance amount of license fee which falls short of the amount equivalent to the stipulated minimum period of ONE (01) year.
- 3) If the licensee clears the balance license fee amount 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 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.

SIGNATURE OF BIDDER

24. SECURITY DEPOSIT:

- 1) The successful bidder shall deposit a sum equivalent to six highest monthly license fee of the total license period as Security Deposit. The EMD paid by the successful bidder shall be adjusted towards the Security Deposit as cash component of the Security deposit.
- 2) The successful bidder has to pay the difference of Security deposit amount and one month advance license fee within 15 days from the date of handing over order OR within seven days from the date of receipt of handing over order.
- 3) The Security deposit shall not carry any interest.
- 4) The Security deposit is refundable only after completion of license period. Security deposit will not be adjusted towards the license fee payable by the licensee during the license period.
- 5) The Security deposit is liable for forfeiture in the event of failure by the licensee to pay the license fee or termination of license for breach of any condition/conditions of license.
- 6) The Security Deposit amount is liable to be forfeited in the event of non-commencement of business after depositing Security deposit and execution of deed of license within the stipulated time as per handing over order, or breach of any of the terms and conditions or the Tender form, besides cancellation of allotment order.
- 7) The security deposit amount is also liable to be forfeited in the event of non-submission of Deed of License within the stipulated period after payment of Security Deposit.
- 8) The Security deposit is liable to be forfeited in the event of non-commencing of business within the stipulated period after entering into agreement.

25. TERMINATION OF LICENSE:

- a) The Corporation shall have the right to terminate the License and to forfeit the Security deposit and to adjust the amount towards due amounts payable to the Corporation and the license is liable for termination **one (01) month 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 license is granted) in the stall for a continuous period of **NINETY (90)** days.
 - iii) If the licensee is found encroached on to the area meant for passenger movement or any other area /stall/shop.
 - iv) If the licensee performs business other than the specified in tender notification or as recorded in the deed of license.
 - v) If the licensee commits any fraudulent activities.
 - vi) If the licensee is found doing or resorting to any unethical activities or indulging in moral turpitude.
 - vii) In case of misbehavior/assault committed by the licensee, his/her representatives against the employees of the Corporation and the customers.
 - viii) If the licensee commits any breach of terms and conditions of contract.
 - ix) In case the contract is terminated, Corporation shall have the right to adjust the deposits (Security Deposit amount) towards all the dues payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of security deposit amount.

SIGNATURE OF BIDDER

- b) The agreement can be terminated by giving three months advance notice on either side. In such circumstances, the deposit which may remain to the credit of the license will be refunded after all the dues payable to the Corporation have been settled out of the deposit made by the Licensee. Corporation shall not be liable to pay any damages that the licensee may suffer on account of such termination. However, the licensee is permitted to exercise option only on completion of minimum stipulated period of one year.
- c) The Licensor shall have right to terminate the license. His decision in this regard shall be final.

26. JURISDICTION

In case of any dispute/claim out of this notification/agreement shall be subject to the Jurisdiction of Hyderabad only.

27. CALLING FRESH TENDERS/EXTENSION OF LICENSE PERIOD

Fresh tenders will be called 2 months before completion of license period of the Licensee. Due to some administrative reasons, if the period of license is extended for a temporary period, the licensee shall enter into a supplementary agreement with the licensor duly paying the requisite stamp duty at the cost of the licensee.

- 1) The extension of license is for a **temporary period for a period of 03 months or**, till such time that the tenders are finalized and fresh allotment is made.
 - 2) The Corporation is at liberty to demand and negotiate for the increase of the existing license fee.
 - 3) The Corporation is at liberty to demand for immediate vacation of the premises during the extended period of licensee and the license is not entitled for any notice.
 - 4) The other terms and conditions of the original agreement shall remain in force including security deposit till such time the temporary extension of license period comes to an end.
28. a). Corporation constructs the Stalls basing on the response and license fee received each stall wise. Corporation is at liberty to cancel the stalls for which the license fee is not as per the market and or there is no response.
- b). If the response for the stalls in a Bus Station/Bus depot is partial against the total no. of stalls and staggered, Corporation is at liberty to negotiate with the bidders for maintaining the continuity of stalls to arrive at construction viability i.e. stall/stalls other than the quoted will be offered.
- c). The stall is given in “**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 own cost with the prior permission of the Unit Officer concerned and as per the drawings approved by Dy.EE(Civil).

SIGNATURE OF BIDDER

29. No additions, alternations or modifications shall be carried out by the licensee without the prior approval of the licensor during the period of agreement.

30. CONFINEMENT TO THE AREA OF STALLS

- 1) The licensee has to perform the business by confining to the extent of stall allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment of any open space, area of other stall by licensee, under any circumstances.
- 2) The Corporation reserves right to change the notified stall if required to enable construction of stalls in an economical way.
- 3) If any licensee encroaches any open space, it comes under violation of the agreement conditions and the penal rent for the extra space will be collected at twice the rate per sft paid on the authorized space.
- 4) 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, licensee is liable to be terminated for such unauthorized usage of extra space.

31. The successful bidder will be allowed to commence the business upon satisfaction of other formalities like payment of Security deposit, execution of agreement (Deed of License) failing which EMD/Security Deposit paid will be forfeited besides canceling the license.

32. NON EXCLUSIVE CLAUSES:

Corporation (Licensor) shall have right to grant license to more than One licensee to do same Business which is already allotted in the present tender OR already in existence in the same premises. The Licensee shall not raise any objections over this.

33. SUB LETTINGS:

The Licensee **shall not be permitted** to subletting the stall allotted to him.

34. SUB STALLS/OUT-LETS:

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

35. CHANGE OF NATURE OF BUSINESS:

The licensee has to do the same business which is mentioned in the tender notification and for which license is issued. The representations for change of nature of business by the licensee will not be entertained. If the licensee is found doing business in the Stall / Shop other than that stipulated in the deed of license and if the licensee sells items other than those specified in the deed of license, the licensee is liable for termination duly forfeiting the Security Deposit.

36. NOMINATION OF LEGAL HEIRS IN THE EVENT OF DEATH OF LICENSEE:

In the event of death of licensee, the license 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 & Conditions for the remaining period of license duly entering into a supplementary agreement on Rs.100/- Non-Judicial Stamp Paper purchased at the cost of licensee for the remaining period of license.

SIGNATURE OF BIDDER

37. The licensee shall pay minimum wages to the Labour engaged by him at the rates not less than the minimum wages as notified by the State Government from time to time under Minimum Wages Act 1948, failing which the difference of wages will be deducted from the Security Deposit.
38. The licensee shall hold the statutory labor license as mandated by the Government of Telangana to engage the labor to run the business.
39. The licensee has to pay compensation in case of any accident to the personnel employed by them during the business time. The licensee is alone liable for work- men's compensation and any other statutory dues and TSRTC is not liable for payment of any such amount and to that effect the licensee shall indemnify TSRTC from all such liabilities.
40. The licensee shall not exhibit or permit any advertisement of any company/ products/service except displaying **name of their business** in the premises.
41. **PENALTIES FOR SELLING UN-AUTHORIZED ITEMS & CHARGING EXCESSIVE RATES:**

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

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

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

42. **COMPLAINTS AND SUGGESTIONS BOOK:**

The licensee shall maintain a Suggestion & Complaint book at his establishment and to be made available to the public on demand. The said suggestion book shall be produced to the officials of the Corporation at the time of inspection. The suggestions of the inspecting officials on the complaints be scrupulously and compulsorily followed and failure to follow the same shall entitle the licensor for termination of the license after giving One month advance notice.

43. The licensee shall make his/her own arrangements for procuring necessary equipment for carrying out his/her business.
44. The premises include the rolling shutters, electrical sub meter and other items along with floors and walls handed over to the licensee in a reasonably good condition on the day of

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occupation of the premises, is expected to hand over the same in a reasonably good condition. If for any reason, there are damages assessed by the Corporation shall be paid by the licensee, failing which, the licensor shall have right to recover the sum from the security deposit of the licensee.

45. All notices, consents, sanctions, directions and approvals referred to in this agreement or otherwise shall be given by the licensor to the licensee and vice versa in writing.

46. The licensor may constitute a committee from time to time with officials and non-officials as members thereof with power to inspect and determine the quality of the articles/food items sold by the licensee and advise the licensee suitably.

47. **HAWKERS:**

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

48. **STATUTORY PROVISIONS:**

The license shall follow all the statutory provisions during the license period including extension period if any and the licensee alone is responsible for any kind of violation and resultant action by the Government authority. The corporation shall be indemnified in all such cases.

49. **EXHIBITION OF PRICE LIST:**

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

50. **DAMAGES/COMPENSATION:**

i) The Corporation shall not be accountable for any loss that the licensee any suffer on account of any damage/theft, etc. caused to the stall or its allied infrastructure installed by the licensee.

ii) Corporation is not liable for any damage or loss caused to the items/goods/furniture sustained by the licensee.

iii)The loss/damage if any caused to the neighboring stalls by the licensee or his/her representatives, the compensation shall be borne by the licensee.

iv)The Corporation is not liable to pay any compensation in case of death or injury (simple/grievous) caused to any person engaged by the licensee in the course of working in stalls. The licensee shall be liable to bear all expenses and for payment of compensation in all such cases.

51. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Corporation shall be final and binding on the licensee.

52. In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Corporation (licensor) has the right to take the following actions.

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- a) Imposition of fine for breach of contract by authorized officer of the Corporation not below the rank Unit Officer/PO. This does not preclude inspection and imposition fine by any authority superior to the above authorities.
 - b) Forfeiture of Security Deposit either partly or fully.
 - c) Termination of license by giving one month's notice.
 - d) Termination of license with the above due notice and also simultaneous forfeiture of security deposit.
53. In the event of any statutory authorities imposes any punishment or 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 be a reason for termination of Contract.
54. The licensee has to undertake white washing / painting of the stall premises once in a year at his own cost.
55. Security deposit is refundable on the expiry of the period of license and subject to due performance and fulfillment of agreement conditions.
56. 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 of the stall/premises 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.
- b) 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.
- c) Failure to deliver vacant possession by the Licensee to the licensor shall entitle the Licensor to forfeit the Security deposit.
57. The licensee has to fix the Surveillance Camera in the stall as specified by the police department.
58. The bidder shall authenticate the tender with his **digital certificate** for submitting the tender electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
59. **FORFEITURE OF SECURITY DEPOSIT:**
 The Security Deposit amount paid is liable for forfeiture if
- 1) The successful bidder does not enter into Deed of license within the stipulated time as mentioned in the handing over order.
 - 2) The licensee fails to commence the business after depositing Security deposit and execution of deed of license within the stipulated time as per the handing over order.
 - 3) The licensee commits breach of any terms and conditions of the agreement

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60. Documents to be submitted:

The Bidder has to submit the following hard copies to **Regional Manager's Office, First Floor of Old Bus Station, KHAMMAM**, located at First Floor of Old Bus Station Regional Manger's Office on the above said schedule date & time for which documents were uploaded at the time of submission of online tenders, failing which, the bid will be rejected.

- 1) EMD DD (at rate as mentioned in the Tender Notification).
 - 2) Processing DD (at rate as mentioned in the Tender Notification).
 - 3) Filled Tender Form.
 - 4) Signed Terms & conditions.
 - 5) Only SC, ST & PEBC candidates are considered for the stalls reserved for them exclusively and they shall enclose caste certificate/ community certificate/ nativity certificate/annual income certificate (for PEBC candidates) issued by Mandal Revenue officer or any Officer/Authority authorized by the Govt. of Telangana).
 - 6) Aadhar card or Pan card Xerox copies.
 - 7) If any corrigendum showing in online down load page and attach the corrigendum along with tender form and shall be followed.
61. The successful bidder has to attend this office for negotiations within 02 days from the date of opening of tenders, else the decision will be finalized by the Tender committee accordingly.
62. Bidders will not be permitted to withdraw at any time and the Corporation will not be responsible for delay in finalization of bids due to reasons beyond its control viz court directions etc.
63. Any communication regarding allotment of stall and further corresponding will be through either WhatsApp or Gmail Id provided by the bidder.
64. The Firms/Individuals who were earlier awarded licenses for operation of stalls/Canteens etc. in the premises of the corporation, but defaulted in the payment of license fee for more than 02 months as on date of submission of tenders are not eligible to participate in the tender. The firm's 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 tender. The firms/individuals who were earlier awarded licenses for operation of stalls/Canteens etc. in the premises of the corporation and the license was terminated on the breach of agreement conditions are not eligible to participate in the tender.
65. The firms/Individuals who were blacklisted by any Department of Government/ PSU/ Corporation/ Company etc. of State and Central Governments are not eligible to participate in the tender.
66. All the above terms and conditions will form part of agreement including the allotment order and handing over order. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Corporation.

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TELANGANA STATE ROAD TRANSPORT CORPORATION

Case No:01/122/(82)/2024-RM-KMM

O/o the Regional Manager

KHAMMAM____Region

e-TENDER NOTIFICATION

e-Tenders are invited from the intending Business Firms/Persons for running business in the following Stalls to be constructed in ____Region.

SL. NO	BUS DEPOT	BUS STATION	FLOOR	STALL NO	NATURE OF BUSINESS	AREA	EMD(Rs)
			GROUND /FIRST				

1. LICENSE PERIOD:

a) The license period shall be 05 years only.

2. The EMD amount shall be paid through DD/ Banker's Cheque drawn in favour of **Dy. Chief Accounts Officer/Accounts Officer, TSRTC, KHAMMAM_____ Region**. In the event of EMD paid is less than what is stipulated in the Tender Notification or the EMD is paid through other means i.e., in a manner other than the stipulated in the tender notification, it shall be forfeited in favour of Corporation without any notice.
3. The Tender Document Cost/Processing fee for **each stall** are as follows and shall be paid through DD/ Banker's Cheque drawn in favour of **Dy. Chief Accounts Officer/Accounts Officer, TSRTC,KHAMMAM _____ Region**.

S.No.	Category of Bus station	Cost of Tender Form
1	'Major'	Rs.1500/- + Rs.270/- (GST), Total Rs.1770/-
2	'A' Class	Rs.1000/- + Rs.180/- (GST), Total Rs.1180/-
3	'B' Class	Rs.750/- + Rs.135/- (GST), Total Rs.885/-
4	'C' Class	Rs.250/- + Rs.45/- (GST), Total Rs.295/-

4. The interested parties may **inspect/visit** the premises before submitting the tender form.

5. **Individual tender form has to be submitted for each Stall.**

6. Tender forms shall be downloaded from online through the **Website**.

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

7. The bidder shall authenticate the tender with his **digital certificate (key)** for submitting the tender electronically online platform and the bids not authenticated by digital certificate (key) of the bidder will not be accepted on the online platform.

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8. Bidder shall submit Price Bid online only. The basic price should be excluding GST and other taxes applicable, if any.
9. Tender forms (i.e., downloaded hardcopies, EMD DD and Tender processing fee DD) kept in sealed cover 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 Khammam Region during the office hours **from 10.30 to 17.00 hours on 12.09.2024**.
10. The bidder shall sign on each page of tender form including general terms & conditions, Annexure-I,II,III & IV.
11. Online tenders will be **opened on 13.09.2024 at 11.00 hours** by a committee in the presence of the bidders or their authorized representatives.
12. The successful bidder must deposit six highest monthly license fee + one month advance license fee and stamp duty @ 2% on average annual license fee for execution of agreement before commencement of business.
13. The successful bidder shall pay the GST as applicable from time to time (at present the GST is 18% CGST-9% + SGST-9%) on payment of monthly license fee (quoted by the licensee) every month.
14. The successful bidder shall pay the Maintenance Charges @ Rs.1.50 per sft (maximum: Rs.4,000/-) for every month.
15. The licensee has to fix the Surveillance Cameras in the stall as specified by the police department.
- 17 TSRTC reserves the right to accept or reject the tender of any stall or stalls at the sole discretion TSRTC without assigning any reasons thereof.
- 18 In case of SC/ST/PEBC candidates, they shall submit the relevant documents in addition to the above documents.
- 19 For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Technologies Limited over phone or in person or their helpdesk at: **M/s.Vupadhi Techno Services Pvt. Ltd., 1st Floor, Ramky Grandiose, Sy.No.136/2&4, Gachibowli, Hyderabad-500032.,Telangana State.**
+9140.33762222, 23 mail id tseproesupport@vupadhi.com
20. The Tender schedule is as follows:
 - I. Bid Submission on line starting date and time:23.08.2024 **from 10.30 Hrs.**
 - II. Bid submission closing on line date and time: 11.09.2024 **at 17.00 Hrs**
 - III.Hard copies submission at Regional Manager's Office, Khammam , date and time: 12.09.2024 from **10.30 am to 17.00 Hrs.**
 - IV. Technical & Commercial bid opening date and time 13.09.2024 & 17.09.2024 at about **11:00 hrs & 14.00 Hrs** at Regional Office,Khammam Region. .

Sd/-

**REGIONAL MANAGER
KHAMMAM REGION**

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DESCRIPTION OF ITEMS TO BE SOLD / SERVICES OFFERED.

01/122(82)/2024-RM:KMM, Dt.22.08.2024. KMM REGION,

SL. NO.	NATURE OF BUSINESS	DETAILS OF ITEMS TO BE SOLD/SERVICES OFFERED.
01		
02		

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Location of the stalls with respective area at each Bus Station / Depot wise (with layout proposed for the stalls) is kept at Annexure-III

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UNDERTAKING

01/122(82)/2024-RM:KMM, Dt.22.082024. KMM REGION,
I THE UNDERSIGNED LICENSEE OF STALL NO:___ SITUATED AT _____ BUS
STATION/BUS DEPOT HAVING LICENSE PERIOD FROM_____ TO _____
FOR RUNNING THE BUSINESS_____ DO HEREBY GIVE MY
UNDERTAKING/ ASSURE THAT I SHALL NOT INDULGE IN DIRECT OR DIRECT SALE/ STORAGE
OF THE FOLLOWING ITEMS WHICH ARE PROHIBITED BY THE CORPORATION AND THE
GOVERNAMENT FROM TIME TO TIME:

1. Cigarette.
2. Tobacco.
3. Gutkha.
4. Drugs(Psychotropic & Narcotic)
5. Raw/Dry Fish/ Meat/Chicken
6. Liquor/ Wine/any alcohol/ Intoxication products.
7. Crackers/Explosives/Inflammable items.
8. Pets/Animals
9. Pan Masala containing Tobacco and/or Nicotine as ingredients by whatsoever name.
10. Prohibited Forest produce.
11. Any other item prohibited by Law from time to time.

Signature : _____

Name of the Licensee : _____

Witnesses:

1.

2.

SIGNATURE OF THE BIDDER