

# **ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION**

## **Request for Proposal (RFP)**

**For**

**Licensing of "9" Nos. of uncovered vacant Lands of APSRTC  
for a license period of 15 years.**

**TENDER NOTIFICATION NO: 797(01)/OS 15 -ZONE -II /2022-23,  
Dt.02-12-2022.**

**O/o The Executive Director, Zone-II,**

**APSRTC,VIJAYAWADA.**

**VOLUME - I**

**INSTRUCTION TO BIDDERS**

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -II	

### SCHEDULE OF BIDDING PROCESS:

S. No	Event Description	Schedule Date	Time
1	Schedule Down Loading Start Date / Time	5-12-2022	10:30 hrs
2	Schedule Down Loading End Date / Time	20-12-2022	17:00 hrs
3	Bid Submission Last Date / Time( at Office of the Executive Director Zone- II, APSRTC, Vijayawada.)	21-12-2022	10:30 hrs
4	Bid Submission	<p>Sealed <b>Outer envelope</b> containing two (02) envelopes inside with the details viz. Tender Notice No., Name of the site for which the bidder is intending to bid, Date of submission of Bid and detailed address of the bidder.</p> <p><b>Envelope -1</b> Sealed envelope containing Technical Bid Documents.</p> <p><b>Envelope —-2</b> Sealed envelope Containing Financial Bid/Price Bid in the Specified format.</p>	
4	Bid Opening Date / Time	21-12-2022	15:00 hrs
5	Pre Bid details, if any	09-12-2022	11: 30 hrs with ED Vijayawada at Main Conference hall, RTC House, PNBS/Vijayawada.

Signature of Bidder

[1]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -II	

### DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") / Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Andhra Pradesh State Road Transport Corporation (APSRTC) 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 APSRTC, 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 APSRTC in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

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

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

APSRTC, 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.

  
Executive Director Zone-II

Vijayawada

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -II	Instructions to Bidders

## INVITATION TO BIDS

To,  
The Executive Director,  
Zone-II,  
APSRTC, Vijayawada.

Sir,

1. Andhra Pradesh State Road Transport Corporation (APSRTC), one of the largest Public Transport Corporation in the world, envisages "Licensing of 9 Nos. of uncovered vacant spaces of APSRTC for a Licensing period of 15 years", with Private Sector Participation.
2. APSRTC intends to utilize some of the prime land parcels belonging to it for commercial development to generate resources on a continuous and sustainable basis and envisage provision of quality amenity facilities to the passengers / commuters.
3. APSRTC is issuing Request for Proposal (RFP) document and inviting sealed Bids from interested Bidders for Licensing of uncovered vacant spaces of APSRTC for a Licensing period of 15 years at the spaces mentioned in this RFP under OS:15 years scheme of APSRTC. The RFP document comprises of the following:

<b>Volume -I</b>	<b>Instructions to Bidders</b>
<b>Volume -II</b>	<b>Draft License Agreement</b>

4. Bidders are allowed to bid for one or more Sites based on the eligibility Criteria and evaluation parameters stipulated in the RFP document. However, separate Bids have to be submitted for each site.
5. The broad scope of work for the Licensee Includes designing, financing, constructing, operating and maintaining the structures and business activities in the allotted site in accordance with the terms of the License Agreement.
6. The Bidder shall be a single entity.
7. The Bidders shall download the RFP document, Corrigendum / addendum from the website: [www.apsrtc.ap.gov.in](http://www.apsrtc.ap.gov.in).
8. The Bid comprising of "Signed copy of RFP signed in all pages, signed copies of Corrigendum and Addendum, proof of payment of Cost of RFP/ Tender

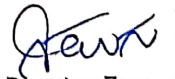
Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -II	

document processing fee, proof of payment of EMD" shall be placed in one sealed cover/envelope and "Price Bid" in a second separate sealed cover/envelope placed in an outer envelope and shall be delivered at the address specified in tender details.

9. The Bids should reach not later than the date specified in the 'Schedule of Bidding Process' mentioned in RFP or as amended from time to time. In the event that the Due Date for the Bid submission is a holiday for APSRTC, the next working day will be the date of submission. Interested applicants / bidders may obtain further information from the Tender inviting Authority.
10. The intending bidders shall pay Earnest Money Deposit (EMD) amount separately for each site for which the Bidder is submitting its Bid.
11. The intending bidders shall pay cost of RFP / Tender document processing fee separately for each site for which the Bidder is submitting its Bid.
12. The Bids shall be filled in English and all entries must be typed or written in blue/ black ink. The bidder shall attest all erasures and alterations made if any while filling the Bids. Over-writing of figures in Financial Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.
13. APSRTC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. APSRTC reserves the rights to cancel, terminate, change or modify this procurement/bid process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
14. A Pre-Bid Conference, if necessary, shall be held by the tender inviting authority at appropriate places on the dates specified. Such information shall be uploaded in the official website of APSRTC.
15. The Eligibility Criteria & bid evaluation process is detailed in Instructions to Bidders (Volume I of the RFP Document).
16. The Date & Time of opening of Financial Bid shall be as specified in RFP.

Date: 05-12-2022.

  
Executive Director Zone -II  
Vijayawada

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

## 2. TENDER DETAILS

1	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2	Zone / District	(District), Vijayawada, Zone- II
3	Tender Notice No.	797(01)/OS 15- Zone -2
4	Tender Subject	Licensing of (9) Nos. of uncovered vacant lands of APSRTC for a license Period of 15 years.
5	Licensing Period	15 years and not extendable.
6	Form of Contract	As per RFP / Tender Document
7	Tender Type	Open Tenders
8	EMD	As per Appendix-1 of RFP / Tender Document. EMD amount shall be payable separately for each and every site. Bidders shall make payment of EMD amount through NEFT/ RTGS / online payment to APSRTC. Account no: <b>52018238133, State Bank Of India Bank, Sitaramapuram Branch,</b> IFSC Code: <b>SBIN0020169,</b> A/c. Name: <b>Dy.CAO Vijayawada zone.</b> The bidders are allowed to pay EMD amount through DD also in favour of <b>Dy.CAO APSRTC Vijayawada Zone.</b>
9	Cost of RFP / Tender document processing fee – non refundable	As per Appendix-1 of RFP / Tender Document. Cost of RFP / Tender document processing fee shall be payable separately for each and every site. Bidders shall make payment of cost of RFP / Tender document processing fee through NEFT/ RTGS / online payment to APSRTC. Account no: <b>52018238133, State Bank Of India Bank, Sitaramapuram Branch,</b> IFSC Code: <b>SBIN0020169,</b> A/c. Name: <b>Dy.CAO Vijayawada zone.</b> The bidders are allowed to pay Tender document Processing Fee through DD also in favour of <b>Dy.CAO APSRTC Vijayawada Zone.</b>
10	Schedule of Bidding:	As specified at Schedule of Bidding Process of Vol-1 of RFP / Tender Document.
11	Tender Inviting Authority	Executive Director Zone-II, Vijayawada.

Signature of Bidder

[5]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

12	Contact Person	Y.Raja Sekhar
13	Address/e-mail id	<a href="mailto:Rajasekhar5267@gmail.com">Rajasekhar5267@gmail.com</a>
14	Contact Telephone Nos.	+91 9100943744
15	Procedure to Offer Bid Submission	<p>Bidders shall submit their response through Bid submission to the tender by following the procedure given below.</p> <p>Bidders would be required to submit their bids to the Tender inviting Authority at the address mentioned in the Tender document. Bids submitted anywhere else other than the specified place will not be accepted. The Bidders shall submit the details in the standard formats provided in the Tender document. The Bidders shall submit the scanned / Photostat copies of the receipts for payment of EMD and Tender document processing fee along with the bids in a separate sealed cover. The Bidders shall submit their offer in another sealed cover.</p> <p><b>1 Tender Document:</b></p> <p>Bidders are requested to download the Tender Document from the official website of APSRTC @ <a href="http://apsrtc.ap.gov.in">apsrtc.ap.gov.in</a> and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time @ <a href="http://apsrtc.ap.gov.in">apsrtc.ap.gov.in</a>.</p> <p><b>2. Bid Submission:</b></p> <p>Bidders shall complete all the processes and steps required for Bid submission as per RFP. Bidders shall submit their bids to the Tender inviting Authority at the address mentioned in the Tender document.</p> <p>The bidders shall submit signed copy of tender document, Addenda / Corrigenda issued if any, duly signing in all pages, Proof of payment of EMD and cost of RFP / tender document processing fee and Price Bid in the standard proforma at the time of tenders. APSRTC / Tender inviting Authority shall not be responsible for incomplete bid submission by bidders.</p>

Signature of Bidder

[6]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

16	Bid submission	<p><b>Outer Envelope:</b> Sealed cover - Containing two inner Envelops 1 &amp; 2.</p> <p>Bidder shall write on the outer envelope:  <b>"Tender Notice No.797(01) OS – 15 – Zone -II."</b>          " Bid for Licensing of _____sq. yards of uncovered vacant site at _____(place), _____(District)"</p> <p>Date of submission: _____.</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p>The bidder shall keep Envelope 1 &amp; Envelope 2 inside the outer Envelop.</p> <p><b>Envelope 1:</b> Sealed envelope containing Technical bid documents.</p> <p>Containing signed copy of RFP signed in all pages, signed copies of Corrigendum / Addendum if any, Proof of payment of EMD, Proof of payment of Cost of RFP/Tender document , General details of the Tenderer, Certificates if any specified in the RFP to be submitted by the tenderer.</p> <p>Bidder shall write on the inner envelope1:  <b>"Tender Notice No.797(01)/OS-15-Zone -II"</b>          " Bid for Licensing of _____Sq. yards of uncovered vacant site at _____(place), _____(district)"</p> <p>"Documents satisfying eligibility criteria"</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p><b>Envelope 2 (Price Bid):</b> Sealed envelope containing Financial Bid / Price bid in the specified format.</p> <p>Bidder shall write on the inner envelope 2:  <b>"Tender Notice No. 797(01)/OS-15-Zone -II."</b>          "Bid for Licensing of _____sq. yards of uncovered vacant site at _____(place), _____(district)"</p> <p>"PRICE BID - Document".</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p>The bids shall be submitted in the specified Tender Box only.</p> <p><b>The bidders shall not furnish their offer in the signed copy of RFP document.</b></p>
17	Address for Bid submission	<p><b>O/o. Executive Director,</b>  <b>Zone- II, NTR Administrative Block, PNBS, Vijayawada.</b></p>

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

16	Bid submission	<p><b>Outer Envelope:</b> Sealed cover - Containing two Inner Envelops 1 &amp; 2.</p> <p>Bidder shall write on the outer envelope:          "Tender Notice No.<b>797(01) OS – 15 – Zone -II."</b>          " Bid for Licensing of _____sq. yards of uncovered vacant site at _____(place), _____(District)"</p> <p>Date of submission:_____.</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p>The bidder shall keep Envelope 1 &amp; Envelope 2 inside the outer Envelop.</p> <p><b>Envelope 1:</b> Sealed envelope containing Technical bid documents.</p> <p>Containing signed copy of RFP signed in all pages, signed copies of Corrigendum / Addendum if any, Proof of payment of EMD, Proof of payment of Cost of RFP/Tender document , General details of the Tenderer, Certificates if any specified in the RFP to be submitted by the tenderer.</p> <p>Bidder shall write on the inner envelope1:          "Tender Notice No.<b>797(01)/OS-15-Zone -II</b>          " Bid for Licensing of _____Sq. yards of uncovered vacant site at _____(place), _____(district)"</p> <p>"Documents satisfying eligibility criteria"</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p><b>Envelope 2 (Price Bid):</b> Sealed envelope containing Financial Bid / Price bid in the specified format.</p> <p>Bidder shall write on the inner envelope 2:          "Tender Notice No. <b>797(01)/OS-15-Zone -II."</b>          "Bid for Licensing of _____sq. yards of uncovered vacant site at _____(place), _____(district)"</p> <p>"PRICE BID - Document".</p> <p>Name &amp; Detailed Address of the Tenderer.</p> <p>The bids shall be submitted in the specified Tender Box only.</p> <p><b>The bidders shall not furnish their offer in the signed copy of RFP document.</b></p>
17	Address for Bid submission	<p><b>O/o. Executive Director, Zone- II, NTR Administrative Block, PNBS, Vijayawada.</b></p>

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

18	Bid Parameter	The Bid Parameter is the initial monthly license fee, exclusive of all Taxes. Base reserve prices for the bids are shown in Appendix-1
19	Official Web site	apsrtc.ap.gov.in
20	Pre Bid Meeting Details, if any	09-12-2022, 11:30 Hrs, with ED Vijayawada at Main Conference hall, RTC House, PNBS/Vijayawada.
21	Nature of Business	<p>a) The Licensee is allowed to undertake any business except businesses that are not permitted.</p> <p>b) Businesses not permitted: Prohibited businesses as per the applicable Laws and / or prohibited businesses by the Corporation from time to time, and also businesses in competition with the main operations and core business activities of the Corporation viz., Logistics, Commercial advertisements etc.</p> <p>c) Corporation reserves the right to invite tenders for similar nature of business for any number of stalls / sites in its premises on "mutually non-exclusive basis".</p>
22	Monthly License Fee	The approved bid offer is the initial monthly License Fee. Monthly License Fee shall be payable with enhancement YoY with all Taxes as clearly defined in main sections of RFP.
23	License Fee Holiday Period	Holiday period for payment of Monthly License Fee is 6 months from the date of commencement of License period or up to the date of commencement of commercial operation, whichever is earlier.
24	Security Deposit	6 months license fee of that year, as clearly defined in main sections of RFP.
25	Upfront Amount	12 times of base reserve price for the bid.
26	General Terms & Conditions	As per Tender Document
27	List of proposed Sites	As per Appendix-1 of Vol-1 of RFP
28	Drawings of proposed Sites	As per Appendix-3 of Vol-1 of RFP

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

### 3. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

#### General instructions:

This section / volume should be read in conjunction with other sections / volumes of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined.

The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid. The prescribed formats for submission of Bids are as per the volume-I of the RFP.

The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.

Bidders are allowed to bid for one or more sites based on the Eligibility Criteria stipulated in this RFP document.

This RFP document is common for all the Sites. It may be noted, however, that for all intents and purposes the sites are independent of each other and separate License Agreements shall be executed by APSRTC for each of the sites with the Preferred Bidder.

The Bid submission of the Bidder shall be considered only for the Site(s), for which the Bidder has explicitly submitted its Bid.

Bidders are requested to submit their respective Bids after visiting the proposed site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them for carrying out their business in the allotted site. Bidder shall carry out any surveys, investigations etc. at its own cost and risk.

It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of the RFP and accepts to bound by the provisions of RFP in totality.
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

- (c) satisfied with the information provided in the RFP for submitting Bid, execution of the business in the proposed site in accordance.
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the APSRTC, or a ground for termination of the License Agreement; and
- (e) the bidder has physically verified the site conditions etc. and made suitable analysis for running their business in the site before bidding.

#### Pre-bid Conference:

A Pre-Bid Conference, if necessary, shall be held by the tender inviting authority at appropriate places on the dates specified vide item 20 of tender details or may hold as per dates mentioned later on. Such communication will be placed in the official web site of APSRTC at [apsrtc.ap.gov.in](http://apsrtc.ap.gov.in). The intending Bidders would be invited to attend the same.

The purpose of the Pre-bid Meeting is to clarify queries of the Bidders related to the Tender, if any.

Pre bid clarifications if required will be kept on the official website of APSRTC at [apsrtc.ap.gov.in](http://apsrtc.ap.gov.in).

#### Clarification & Amendment of RFP Documents

At any time prior to the Bid Due Date, APSRTC may amend the RFP document by issuing an addendum / corrigendum and the same shall be uploaded on the official website of APSRTC at [apsrtc.ap.gov.in](http://apsrtc.ap.gov.in).

Reliance upon information / clarification that is provided by any other source shall be at the risk of the Bidders.

#### 4. Bidder's Responsibility for Data in the RFP

The Bidders shall be wholly responsible for all the details of their Bids, the physical site conditions, the execution methodology, etc. In essence, after the Bid is submitted, the Bidder shall be the 'owner' of all the data, which forms the basis of the Bid and shall have no claims whatsoever on APSRTC or its agencies regarding the accuracy of the data or designs, drawings & concept plans etc furnished in this RFP.

Bidder shall carry out any surveys, investigations etc. at its own cost and risk.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

#### Bidder's Eligibility Criteria

- a) All bidders / firms / Companies complying with the specific criteria set forth in the RFP.
- b) Payment of necessary EMD / Bid Security in time separately for each site and submission of proof of the same while submitting bids.
- c) Payment of cost of RFP / Tender document processing Fee separately for each site and submission of proof of the same while submitting bids.
- d) Submission of signed copy of RFP, separately for each site, signed in all pages while submitting bids.
- e) Submission of signed copies of Corrigenda / Addenda (if any) signed in all pages, separately for each site, while submitting bids.
- f) The bidder is not black listed by APSRTC or by Govt. of AP or Govt. of India or any other Government or Government Organisation.
- g) The bidder is not indulged in fraudulent and / or corrupt practices during the bidding process.
- h) The bidder whose license was not terminated by APSRTC earlier due to default in payment or for any other reason.
- i) Ex-Licensees of APSRTC not having payable due amount to APSRTC.
- j) The bidder being the existing Licensee of APSRTC and not under default in payment of License Fee amount continuously for 6 months and above (excluding interest and GST) of their contract.
- k) APSRTC's decision regarding a Bidder's eligibility or otherwise shall be final and binding.
- l) The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Tender inviting Authority. Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by APSRTC.
- m) A Bidder may be disqualified if it is determined by APSRTC, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility Criteria.

#### Non-Compliance with RFP:

APSRTC reserves the right to terminate a Bidder's participation in the bidding process at any time, if APSRTC considers that a bidder has, without the prior

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

Consent, failed to comply with the procedures and protocols prescribed in the RFP.

## 5. Bid

### Bid Parameter:

Initial monthly license fee, excluding all taxes applicable from time to time, shall be the bid parameter for competitive bidding in the tender.

The bidder shall have to quote equal to or more than the base reserve price for the bid specified at Appendix-1 of vol-I of this RFP.

Bid offer below the base reserve price for the bid shall not be accepted.

The bid offer by the intending bidders is exclusive of all taxes applicable from time to time.

Before offering their quote bidders shall note that they shall have to pay GST and all other taxes applicable from time to time on the License Fee payable to APSRTC.

### Bid validity:

Bid offer shall be valid for a period of 90 days from the date of opening of tenders. It can be extended with mutual consent.

### Consideration of bid:

The bidder quoting the highest amount of initial monthly license fee for a particular site shall be the H1 bidder.

The Corporation reserves the right to negotiate with the highest (H1) bidder.

The Corporation reserves the right to reject even the highest bid, or the bid offered during negotiations, if in its opinion such highest offer by the bidder is not reasonable keeping in view of prevailing market conditions.

APSRTC reserves the rights to cancel, terminate, change or modify this procurement / process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

## 6. License Period:

License Period is 15 (Fifteen) years and not extendable for further period.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -2	Instructions to Bidders

The license period of 15 years is inclusive of the license fee holiday period.

The License Period commences from 30 days from the date of issue of allotment order / Letter of Intent (LoI) or the date of execution of agreement whichever is earlier.

The Licensee will be allowed to withdraw from the license agreement, if he/she/it desires to do so, only after completion of 5 (Five) years period from the date of commencement of the License Period on submission of 3 (three) months advance notice.

## 7. Payments

### Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, data gathering, analysis, design, consultation charges etc.. APSRTC shall not be responsible or liable for any of such costs.

### **Cost of the RFP / Tender Document processing Fee separately foreach and every site:**

In order to protect privacy / anonymity of the prospective bidders, the RFP / Tender document shall be uploaded in the official web site of APSRTC @ [apsrtc.ap.gov.in](http://apsrtc.ap.gov.in) with provision to download, online. The prospective bidders shall download the tender form online only.

The intending bidders shall pay cost of RFP / Tender document processing fee with applicable GST to APSRTC separately for each site for which the Bidder is submitting its Bid.

The Cost of RFP / Tender document processing fee is mentioned at Appendix-1 of vol-1 of RFP document and is payable in the manner and form specified vide item 9 of tender details.

The intending bidder shall submit the proof of payment of cost of RFP / tender document processing fee to the Tender inviting Authority, at the time of bid submission. The bidders are allowed to pay cost of RFP /tender document processing fee through DD also as specified vide item 9 of tender details.

The cost of RFP / tender document processing fee once paid is non refundable under any circumstances.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

Any Bid not accompanied by requisite cost of RFP / Tender document processing fee in the manner specified shall be rejected by 'APSRTC' as non-responsive and their price bid shall not be opened.

**Earnest Money Deposit / Bid Security Amount separately for each and every site:**

The intending bidder shall pay to APSRTC the Earnest Money Deposit (EMD) / Bid Security amount equivalent to the amount specified in the Data Sheet (**Appendix – 1**) of the RFP, separately for each site for which the Bidder is submitting its Bid, in the form and manner specified vide item 8 of tender details.

The EMD amount shall not carry any interest.

The intending bidder shall submit the proof of payment of EMD to the Tender inviting Authority, at the time of bid submission. The bidders are allowed to pay EMD amount through DD also as specified vide item 8 of tender details.

Any Bid not accompanied by requisite EMD in the manner specified shall be rejected by APSRTC as non-responsive and their price bid shall not be opened.

The EMD amount of unsuccessful Bidders, except for the Bidders H1 & H2 shall be refunded promptly, but not later than 21 working days after opening of Price Bids.

The EMD of H2 bidder will be refunded within 15 working days of signing of License Agreement with the Preferred Bidder.

The Bid Security of H1 / preferred bidder shall be adjusted towards Upfront Amount to be paid.

Forfeiture of Earnest Money Deposit:

a) The EMD of the bidder will be forfeited under the following circumstances.

When the Bid submitted by the bidder is invalid under the following circumstances:

- i) EMD is not paid or less paid than what is stipulated in the tender notification.
- ii) EMD is paid through other means than what is stipulated in the tender notification.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

- iii) Tender is submitted in different form other than the prescribed tender form.
  - iv) Tender is submitted with conditional bid offer.
  - v) Tender is submitted by a minor / in the name of minor, without legally substantiated guardianship.
  - vi) Tender is submitted by APSRTC (APPTD) employee or his / her family member, with or without the knowledge of the employee.
- b) If the bidder quotes below the base reserve price for the Bid.
  - c) If the bid is treated as non-responsive.
  - d) If the Bidder withdraws his Bid during the period of Bid validity (includes Bid processing time) or modifies his Bid within the validity period.
  - e) If the Bidder refuses to accept the correction of errors in his Bid;
  - f) When the successful bidder fails to pay the 1<sup>st</sup> instalment of Upfront Amount within 30 days from the date of receipt of allotment order / LoI for the License.
  - g) When the successful bidder fails to pay the interest free, refundable Security Deposit amount within 30 days from the date of receipt of allotment order / LoI for the License.
  - h) When the successful bidder fails to enter into the License Agreement within stipulated time and backs out from taking up the license.

**License fee:**

- a) Initial monthly license fee:

The approved bid amount is the initial monthly License Fee.

The monthly License Fee is payable by the licensee with all taxes applicable from time to time.

- b) License fee holiday Period:

License fee holiday period shall be 6 months from the date of commencement of License Period or up to the date of commencement of commercial operation whichever is earlier.

The license period of 15 years is inclusive of the license fee holiday period.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -2	Instructions to Bidders

The initial monthly License Fee is payable by the Licensee after completion of License fee holiday period.

Monthly license fee shall be payable by 10<sup>th</sup> of every month, in advance during the License period.

c) Enhancement of monthly license fee:

Up to 3 years of agreement period: the same approved initial monthly license fee.

From 4<sup>th</sup> year to 10<sup>th</sup> year : the monthly license fee shall be enhanced yearly by 5% over that of previous year.

From 11<sup>th</sup> year to 15<sup>th</sup> year: the monthly license fee shall be enhanced yearly by 10% over that of previous year.

#### **Penalty on delayed payments:**

A penal interest @ 24% per annum will be levied on the outstanding due amounts of License Fee, Upfront Amount, Security Deposit or any other amount payable to the Corporation.

#### **Security Deposit:**

The successful bidder shall pay to the Corporation interest free, refundable Security Deposit amount equal 6 times of approved initial monthly license fee. Initial Security Deposit amount shall be payable invariably by the Licensee on or before commencement of the License Period as per Agreement.

The Licensee shall always keep 6 times of the monthly license fee of that year with the Corporation towards Security Deposit throughout the License period. Thus, the Licensee shall pay the difference of the amount towards security deposit upon enhancement of license fee applicable for that year.

Late payment of Security Deposit attracts penal interest @24% per annum.

Security Deposit will not be adjusted towards monthly license fee payable by the Licensee during subsisting period of the contract, unless on account of default.

APSRTC reserves the right to recover damages and dues from the Security Deposit.

In case of re-conveying the site, if the licensed site vested to the Corporation by the Licensee is not in its original condition, then the cost involved in bringing the reverted site to its original condition stands recoverable from the Security Deposit.

Signature of Bidder

[16]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

### **Upfront Amount:**

Upfront amount as specified in the Data Sheet (Appendix – 1) of the RFP for the allotted site shall be payable by the Licensee in 2 equal installments.

The 1<sup>st</sup> installment shall be payable at the time of execution of the Agreement or within 30 days of issue of Letter of Intent, whichever is earlier.

The 2<sup>nd</sup> installment shall be payable immediately on completion of 1 year, along with the license Fee.

If the licensee pays the 2<sup>nd</sup> installment of Upfront Amount at the time of execution of the Agreement or within 30 days of issue of Letter of Intent, whichever is earlier, a discount of 5% on 2<sup>nd</sup> installment of Upfront Amount shall be allowed.

Late payment of Upfront Amount attracts penal interest @24% per annum.

The Upfront Amount is non refundable and irrevocable.

## **8. BIDDING PROCESS**

### **Overview**

The Bidders are required to submit their Bids in sealed cover as specified vide item 16 of tender details.

(i) Technical Bid in Envelope I and (ii) Price Bid in Envelope II.

(iii) Both the envelopes shall be placed inside an Outer Envelope.

The Technical Bid in Envelope-I will be evaluated based on the compliance vis-à-vis the stipulated Technical Criteria.

The Bid shall be summarily rejected if it is not accompanied by prescribed EMD and / or Cost of RFP / Tender document processing fee.

The Bidders qualified in the technical evaluation will only be eligible for opening & evaluation of their Price Bids. Evaluation of the Price Bids will be the final stage of evaluation process.

In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully. The Bidders may obtain formal clarifications, if required from APSRTC in this regard.

The evaluation of Bids would lead to the selection of a Preferred

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

Bidder. The Preferred Bidder would be required to sign the License Agreement with APSRTC for licensing of the site as per terms and conditions of RFP.

Cost of RFP/ tender document processing fee is non refundable.

The EMD amount of unsuccessful Bidders, except for the Bidders H1 & H2 shall be refunded promptly, but not later than 21 working days after opening of Price Bids.

The EMD of H2 bidder shall be refunded within 15 days of signing of License Agreement with the Preferred Bidder.

The Corporation reserves the right to negotiate with the highest (H1) bidder.

The Corporation reserves the right to reject even the highest bid, or the negotiated bid if in its opinion such highest offer by the bidder is not reasonable keeping in view of prevailing market conditions or for any other reason.

Generally, the Selected Bidder shall be the highest (H1) Bidder after negotiations.

In case the H1 bidder withdraws from the bid or is not selected / considered for any reason, the Corporation reserves the right to invite the second highest bidder (H2) to offer revised bid higher than or to match with the negotiated highest offer of H1 bidder.

The Corporation also reserves the right to negotiate with the next highest bidder, if H2 bidder doesn't revise the Bid to higher than or to match with the highest offer of H1 Bidder, provided the bidder's EMD is held with the Corporation.

Unless the higher bidder is negotiated with, the next bidder cannot be invited for negotiations.

The Process will cease if the EMD of the negotiable bidder is refunded.

The negotiated offer recommended by the Tender Committee and considered reasonable by the Tender approving Authority shall be accepted and the license shall be awarded to the bidder.

In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may in its discretion, annul the Bidding Process or invite fresh Tenders as the case may be.

Signature of Bidder

[18]

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

The Corporation reserves the right even to accept the single bid if in its opinion the offer of the bidder is reasonable.

APSRTC reserves the right to cancel, terminate, change or modify the bid process and/or requirements of bidding stipulated in the RFP, without assigning any reason or providing any notice. The bidder(s) shall not make the Corporation liable for compensation / damages etc. for the same

## **9. PREPARATION AND SUBMISSION OF BIDS**

### **General Submissions**

The Bid shall be submitted to the tender inviting Authority at the place vide item 17 of Tender details and at time specified in Schedule of Bidding Process vide vol-1 of this RFP. The bids shall be submitted in the specified Tender Box only.

**Outer Envelop:** The Bid shall be submitted in two separate sealed envelopes placed in an Outer Envelope.

Bidder shall label on the outer envelope the Tender Notice No., name of the site for which the bidder is intending to bid, Date of submission of bid and the detailed address of the Bidder.

### **Envelope 1: Sealed envelope containing Technical bid documents.**

- a) Containing signed copy of RFP signed in all pages, signed copies of Corrigendum / Addendum if any, Proof of payment of EMD, Proof of payment of Cost of RFP /Tender document processing fee, General details of the Tenderer, Certificates if any specified in the RFP, to be submitted by the tenderer.
- b) Bidder shall label on the inner envelope1: "Documents satisfying eligibility criteria", Tender Notice No., name of the site for which the bidder is intending to bid, Name and detailed address of the Bidder as specified vide item 16 of tender details.

### **Envelope 2 : Sealed envelope containing Financial Bid / Price bid in the specified format.**

Bidder shall label on the inner envelope 2 - "PRICE BID - Document", Tender Notice No., name of the site for which the bidder is intending to

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

bid, Name and detailed address of the Bidder as specified vide item 16 of tender details.

**Instructions for Submission of Price Bid separately for each and every site:**

The Bidders shall be required to submit their bid offer in a separate sealed cover as specified vide item No. 16 of tender details, in the prescribed Price Bid proforma furnished at Appendix-2 of Vol-I of this RFP only, for the site they intend to bid for.

- 1) Price Bid offer shall be equal to or more than the base reserve price for the bid stipulated at Appendix-1 of the RFP.

Bid offer below the base reserve price for the bid shall not be accepted.

- 2) The bidder shall offer the initial monthly license fee payable to the Corporation. While submitting the bid, the bidder shall note that they are liable to pay GST or any other taxes on such license fee.
- 3) Price bids not accompanied by Technical documents as specified and not fulfilling the RFP conditions will not be opened.

The Bidder shall submit the completed bids to the tender inviting Authority at a place vide item 17 of Tender details, not later than the time specified vide Schedule of Bidding Process in vol-1 of the RFP or as modified from time to time through Corrigendum / addendum.

**Signing of Bid**

The Bidder shall sign in all pages of RFP, Corrigenda / Addenda if any provided by APSRTC.

**10. Miscellaneous Instructions**

Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP might be considered non-responsive and may be liable for rejection.

Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a Bid as non-responsive.

All communication and information shall be provided in writing and in English language only.

All financial data shall be furnished (converted) in Indian Rupees only.

Signature of Bidder

[20]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

The Bid received after the deadline for its submission will not be considered.

All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will prevail.

APSRTC may request for additional information and / or clarifications from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/ or clarifications sought by APSRTC or any of its agencies/consultants/, may be a ground for rejecting the Bid.

If any information provided by the Bidder is found to be incorrect then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of APSRTC.

## **11 Bid Responsiveness**

A Bid shall be deemed as "non-responsive" under any of the following circumstances / conditions:

- (a) It is not received by the Due Date and time.
- (b) It does not include sufficient information / details for it to be evaluated and/or is not in the formats specified in this RFP.
- (c) It is not signed and/or sealed in the manner specified in this RFP.
- (d) It is not accompanied by the Proof of payment of EMD for specified amount.

The Authority reserves the right to consider the bid if the required EMD amount is paid to the Corporation as specified in RFP and credited to the Corporation's account in time but failed to submit proof along with Bid offer.

- (e) It is not accompanied by the Proof of cost of the RFP / tender processing fee.

The Authority reserves the right to consider the bid if the required cost of the RFP / tender processing fee amount is paid to the Corporation as specified in RFP and credited to the Corporation's account in time but failed to submit proof along with Bid offer.

Signature of Bidder

[21]

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

- (f) EMD / Bid Security Amount is not paid or less paid.
- (g) Cost of RFP / Tender document processing fee is not paid or less paid.

Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of APSRTC in this regard is final and binding on the bidders.

## **12 Fraud and corrupt practices**

The Bidders shall not either directly or indirectly indulge in corrupt / fraudulent / coercive / undesirable / restrictive practice/s during the Bidding Process.

In such an event, the Corporation shall forfeit and appropriate the EMD and impose any amount of penalty.

Such bidder/s shall not be made eligible to participate in any tender or RFP issued by the Corporation for a period of 2 (two) years.

## **13. Rejection of bids**

The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **14 Modification or Withdrawal of Bids**

The Bidders cannot modify or withdraw their Bids after submission.

The bidder may be allowed to modify the bid documents, provided the same is requested by APSRTC only to accommodate clarifications on the Bids submitted.

In the event of withdrawal of a Bid by the Bidder after bid submission within the Bid validity period, the EMD of the Bidder shall become liable for forfeiture.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

## **15. Bid Opening and Evaluation**

### **Opening of Bids**

The Outer Envelope of the Bids received before the Due Date and time shall be opened in the presence of the Bidders' or designated representatives who choose to attend, at the time, date, and location specified by the Tender inviting Authority.

At the first instance, Envelop-1 containing signed copies of Technical documents will be opened and scrutinised for eligibility.

The Price Bids of the Bidders who qualify after the evaluation of Technical Details only would be opened.

### **Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to other persons not officially concerned with such process until the process is completed and issue of the LoI to the Preferred Bidder has been announced.

### **Clarification of Bids**

For evaluation, and comparison of Bids, APSRTC may at its discretion request the Bidder/s to furnish necessary information / clarification / substantiation in writing.

### **Evaluation of Bids**

#### **Evaluation of Technical Documents:**

- (a) Bid Evaluation Committee / Tender Committee will determine whether the Technical documents submitted by the bidder are in order as per RFP terms and conditions.
- (b) If the submission does not satisfy the criteria at any stage, the submission will be rejected and the Bidder will be eliminated.

#### **Evaluation of Financial Bid:**

- a) If the Technical documents submitted by the bidder are in substantial compliance with the RFP conditions, then, the Bid Evaluation Committee / Tender Committee shall open the Price Bid in envelop-2 and shall review and evaluate the Price Bid.

Signature of Bidder

[23]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

b) Bidders would be ranked in the descending order of the highest initial Monthly License Fee offered by the Bidders to APSRTC.

i) Bidder quoting the highest initial Monthly License Fee (H1) will be invited for negotiations.

ii) The Bidder offering the approved highest initial Monthly License Fee after negotiations will be considered as the 'Preferred Bidder'.

### **Correction of Errors**

Bid determined to be substantially responsive will be checked by Bid Evaluation Committee for any arithmetic errors. Wherever there is discrepancy between the amount in figures and in words, the amount in words will govern and shall be considered as binding on the bidder.

If the Bidder does not accept the corrections in the Bid, APSRTC may reject the Bid and Bid Security shall be forfeited.

### **Confidentiality:**

The confidentiality of the Technical Details and Price Bid of each Bidder will be respected by APSRTC and will not be divulged unless required by operation of law. Such information, may be made public at the sole discretion of APSRTC.

### **APSRTC's Right to reject any or all Bids**

APSRTC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all bids, at any time prior to issue of LoI.

## **16 Preferred Bidder**

The Bidder offering the approved highest initial Monthly License Fee after negotiations will be considered as the 'Preferred Bidder'.

Special Conditions relating to selection of Preferred Bidder:

In the event that two or more Bidders offer the same 'initial Monthly License Fee', APSRTC may:

a) call all such bidders for re-submission of the Price Bids or conduct open auction among such bidders and select the Preferred Bidder accordingly,  
**or**

b) Take any such measure as may be deemed fit in the sole discretion of APSRTC.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

## 17. License Agreement

### Issue of LoI after evaluation of the Bids and Approval of APSRTC:

Upon satisfactory compliance of all requirements and upon completion of the Bid evaluation process, acceptance of the Bid, the intention of award of the Licensing of the site would be conveyed by APSRTC to the Preferred Bidder through Letter of Intent (LoI).

### Fulfilment of LoI Conditions

The preferred Bidder shall fulfill all the LoI Conditions within 30 days of issue of such LoI for signing of License Agreement as a precondition.

### Signing of License Agreement

Within 30 (Thirty) days of the issuance of the LoI, the Preferred Bidder shall sign the License Agreement with APSRTC as per the Terms and conditions of the RFP.

If the Preferred Bidder fails to sign the License Agreement with APSRTC within the stipulated time, the Bid Security and all other payments made till that date shall be forfeited.

In that event, APSRTC shall have the right to allot the site to the next Highest Bidder (H2), if H2 bidder agrees to offer higher than or to match with the highest offer of H1 Bidder, provided the bidder's EMD amount is held with the Corporation.

### Execution of Lease Deed

APSRTC shall on the date of Signing of License Agreement, Lease the Site to the Preferred Bidder on an "as is where is basis" under a valid and binding Land Lease Deed for a period coterminous with the License Period.

### Possession of Site to Licensee

The possession of the allotted site will be delivered by the Corporation to the Licensee on "as is where is" basis on signing of the License Agreement cum Land Lease Deed. The license agreement itself is the handing over and taking over note.

## 18 Miscellaneous

Commercial Infrastructure Facilities: The Licensee shall be permitted to develop the Infrastructure facilities up to G+1 floors only, with temporary

Signature of Bidder

[25]

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

or semi permanent dismountable (removable) structure only in the leased premises.

Sub lease / Mortgage:

The licensee is not allowed to sub lease, mortgage, encumber, sale the whole or any part of the leased site / land. The Licensee is allowed to sub lease any built up area / built up space on the leased site.

If the infrastructure facilities provided by the Licensee in the leased premises are to be mortgaged, the same shall be undertaken with the prior approval of the Corporation and the mortgage period shall not be beyond 10 years from the commencement of the License Period.

Nature of Business:

- a) The Licensee is allowed to undertake any business except businesses that are not permitted.
- b) Businesses not permitted are prohibited businesses as per the applicable Laws and / or prohibited businesses by the Corporation from time to time and also businesses in competition with the main operations and core business activities of the Corporation viz., Logistics, Commercial advertisements etc.
- c) Corporation reserves the right to invite tenders for similar nature of business for any number of stalls / sites in its premises on "mutually non-exclusive basis".

Minimum Period of doing business:

The Licensee will be allowed to withdraw from the license agreement, if he/she/it desires to do so, only after completion of 5 (Five) years period from the date of commencement of the License Period on submission of 3 (three) months advance notice.

Taxes:

All types of taxes applicable from time to time with respect to the commercial infrastructure facilities, commercial operation and license fee shall be borne and paid by the Licensee only.

Property Tax shall be borne and paid by the Licensee in the name of the Corporation (APSRTC) only and the receipts in original shall be submitted to APSRTC, immediately.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -2	Instructions to Bidders

#### Applicable permits:

The licensee shall during the license period procure and maintain at its cost all applicable Permits necessary from time to time for performing their business in the leased site, including the permits required for construction of structures.

The Licensor, on request, shall provide necessary assistance to the Licensee for obtaining approvals / permits.

In addition to the general instruction, the bidders are requested to review the exhaustive terms and conditions stipulated in the draft License agreement in Vol-II of this RFP which needs to be signed by the preferred bidder.

Any special conditions provided in ITB and omitted in draft License agreement (Vol.-II of RFP) shall also form relevant clauses in the License agreement and the preferred bidder shall not have any objection for the same.

In addition to the general and specific obligations of the Licensee mentioned in the draft License Agreement, the Licensee, during the License Period, shall also be liable and under obligation to perform those incorporated in the Request for Proposal.

The preferred bidder shall bear & pay requisite Charges, Stamp Duty etc., to the Government on the License Agreement.

Franking of the Agreement shall be under taken by the preferred bidder/ licensee.

In case of dispute in interpretation of terms and conditions of the Tender and the License Agreement, the decision of the Managing Director of the Corporation is final and binding on both the parties.

\*\*\*\*\*

Signature of Bidder

[27]

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

### Appendix -1

#### Data Sheet (Details of proposed Sites)

S. No	Place	Location	District	Proposed Area Sq. Yards
1	Tuni	North side of Bus Station	Kakinada	13939
2	Rangampet	Rear side of Bus Station	East Godavari	900
3	Amalapuram (Edarapalli Rd)	In Bus Station between cycle stand and depot south side compound wall	Konaseema	1000
4	Drasharamam	Near out gate of Bus Station	Konaseema	1000
5	Challapalli (Bit-I)	Beside Bus Station	Krishna	988
6	Challapalli (Bit-II)	Beside Bus Station	Krishna	923
7	Challapalli (Bit-III)	Beside Bus Station	Krishna	930
8	Mylavaram	Beside passenger entry of Bus Station	NTR	467
9	Nandigama (Bit -II)	Near in-gate of Bus Station	NTR	267

#### Data Sheet (Financial Parameters - Rs. )

S. No	Place	Cost of RFP Rs. (applicable including GST @18%)	EMD / Bid Security Amount (Rs)	Base reserve Price for the Bid / initial monthly LF (Rs)	Upfront Amount (Rs.)
1	Tuni	5900	5,43,621.00	1,81,207.00	21,74,484.00
2	Rangampet	2360	24,000.00	8,000.00	96,000.00
3	Amalapuram (Edarapalli Rd)	5900	66,000.00	22,000.00	2,64,000.00
4	Drasharamam	2360	90,000.00	30,000.00	3,60,000.00
5	Challapalli (Bit-I)	2360	26,380.00	8793.20	1,05,519.00
6	Challapalli (Bit-II)	2360	24,645.00	8214.70	98,577.00
7	Challapalli (Bit-III)	2360	24,831.00	8277.00	99,324.00
8	Mylavaram	2360	26,619.00	8873.00	1,06,476.00
9	Nandigama (Bit -II)	2360	16,821.00	5607.00	67,284.00

- The initial Monthly License Fee is the bid parameter.
- The base reserve price for the bid / base initial Monthly License Fee shall be the

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -2	Instructions to Bidders

- minimum price for the bid for that particular site.
- Bid offer below the base reserve price for the bid shall not be accepted.
- The above amounts are exclusive of all taxes. The Licensee shall pay all Taxes on the License Fee, Upfront amount etc. Including GST or any other taxes applicable from time to time.
- Registration charges, Land use conversion Charges etc., as prescribed by the Government of AP or Government of India or Its agencies or Local Bodies from time to time shall be borne and paid by the Licensee only.
- The monthly License fee shall be paid by the Licensee without deducting TDS and any other taxes applicable. However, Licensees are allowed to deduct TDS till exemption certificates are issued by Income Tax Department.

Signature of Bidder

[29]





Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I Instructions to Bidders
OS:15 years scheme, Request for Proposal, ED Zone -2	

## Appendix- 2

(To be submitted in sealed Envelop-2. Not to be filled in RFP)

### PRICE BID

To

Date:

The Executive Director \_\_\_\_\_ Zone,  
Andhra Pradesh State Road Transport Corporation,

\_\_\_\_\_  
\_\_\_\_\_

Sir,

Sub: Price Bid - Licensing of \_\_\_\_\_ Sq. Yards of uncovered vacant Site  
at \_\_\_\_\_ (Place), \_\_\_\_\_ District for a Licensing Period  
of 15 years – Submission of Price Bid – Reg.

Ref: 1) Tender Notice No. \_\_\_\_\_ Dt. \_\_\_\_\_.

\*\*\*\*\*

After careful examination and review of the terms and conditions stipulated in the RFP / Tender document, as a part of the Bid for the Licensing of \_\_\_\_\_ Sq. Yards of uncovered vacant site at \_\_\_\_\_ (Place), \_\_\_\_\_ District for a licensing period of 15 years, as per tender notification vide ref. 1<sup>st</sup> cited above, I/we hereby submit the following Price offer as initial Monthly License Fee to Andhra Pradesh State Road Transport Corporation.

**I/We quote Rs. \_\_\_\_\_ [in figures] (Rupees \_\_\_\_\_ only (in words)) as the initial Monthly License Fee, exclusive of all Taxes.**

I/We agree to pay the monthly license Fee as per terms and conditions specified in the RFP with all applicable taxes like GST and any other taxes imposed by Govt. of India or Govt. of AP or its agencies from time to time.

I/We agree to abide by the above quote/offer and the terms and conditions of the RFP in totality, if APSRTC selects us as the Preferred Bidder.

I/We also understand that, in case of any difference between the quoted amount in words and figures, the amount stated in words will be considered as our quote of the monthly License Fee.

Yours faithfully,

Signature of the Bidder  
(Name, Aadhar number, Address, Date)

Signature of Bidder

[30]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume I
OS:15 years scheme, Request for Proposal, ED Zone -2	Instructions to Bidders

### Appendix-3

#### Drawings of proposed Sites

Signature of Bidder

[31]



LAY-OUT  
 BUILD AREA - 14.24 AC.  
 (E.D.) 4.70 - (O.D.) 5.55

# BUS DEPOT & BUS STATION AT TUNI - E.G

H.W. Road  
 12.22 AC  
 CH 12239 Sq. Yards  
 PROPERTY

BUILTUP AREA

BUS DEPOT

VACANT LAND  
 2.88 AC

BUILTUP AREA

MAINGO GARDEN

MAINGO RIVER

GARAGE  
 SHED  
 STAFF  
 DINING

GARAGE

BUS  
 WASH  
 BUNK ROOM  
 W.C.  
 PLANT ROOM

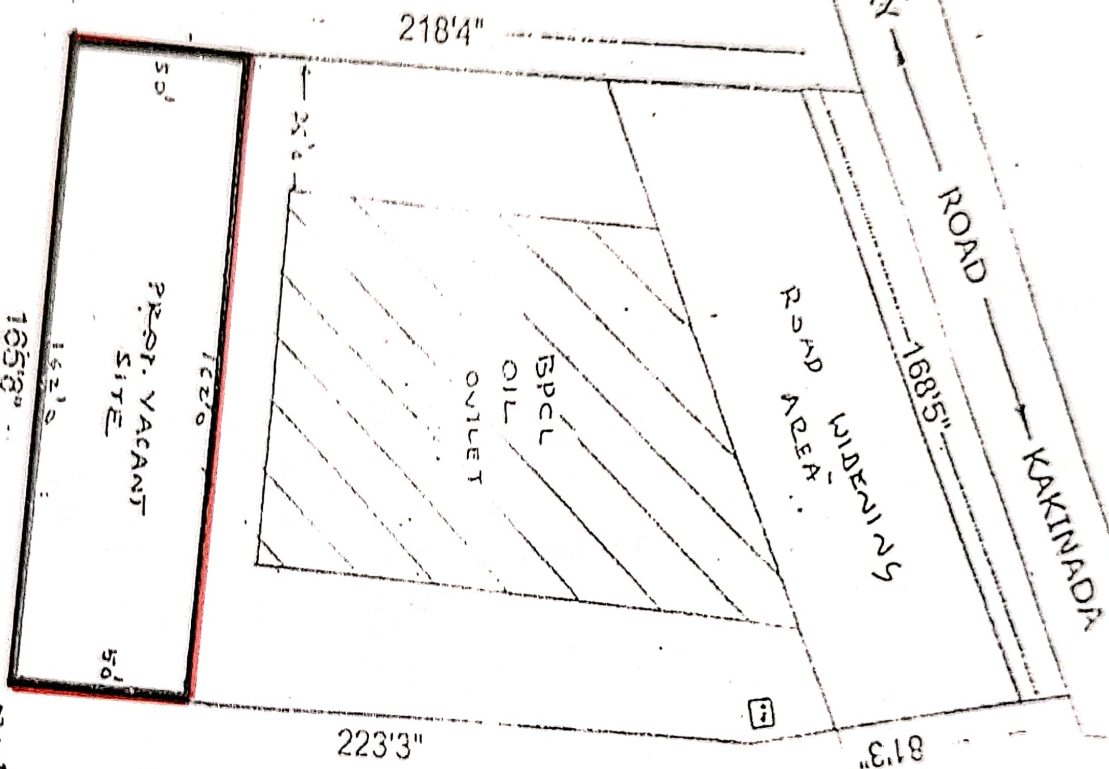
BUS STATION  
 BENCHES  
 TISSUE  
 WATER  
 11.97 WIDE SERVICE ROAD

FLY-OVER





**BUS STATION  
RANGAMPETA**  
PLOT AREA: 1.00 AC.



PROPOSED  
OPEN SPACE  
FOR 15 YEARS  
LEASE

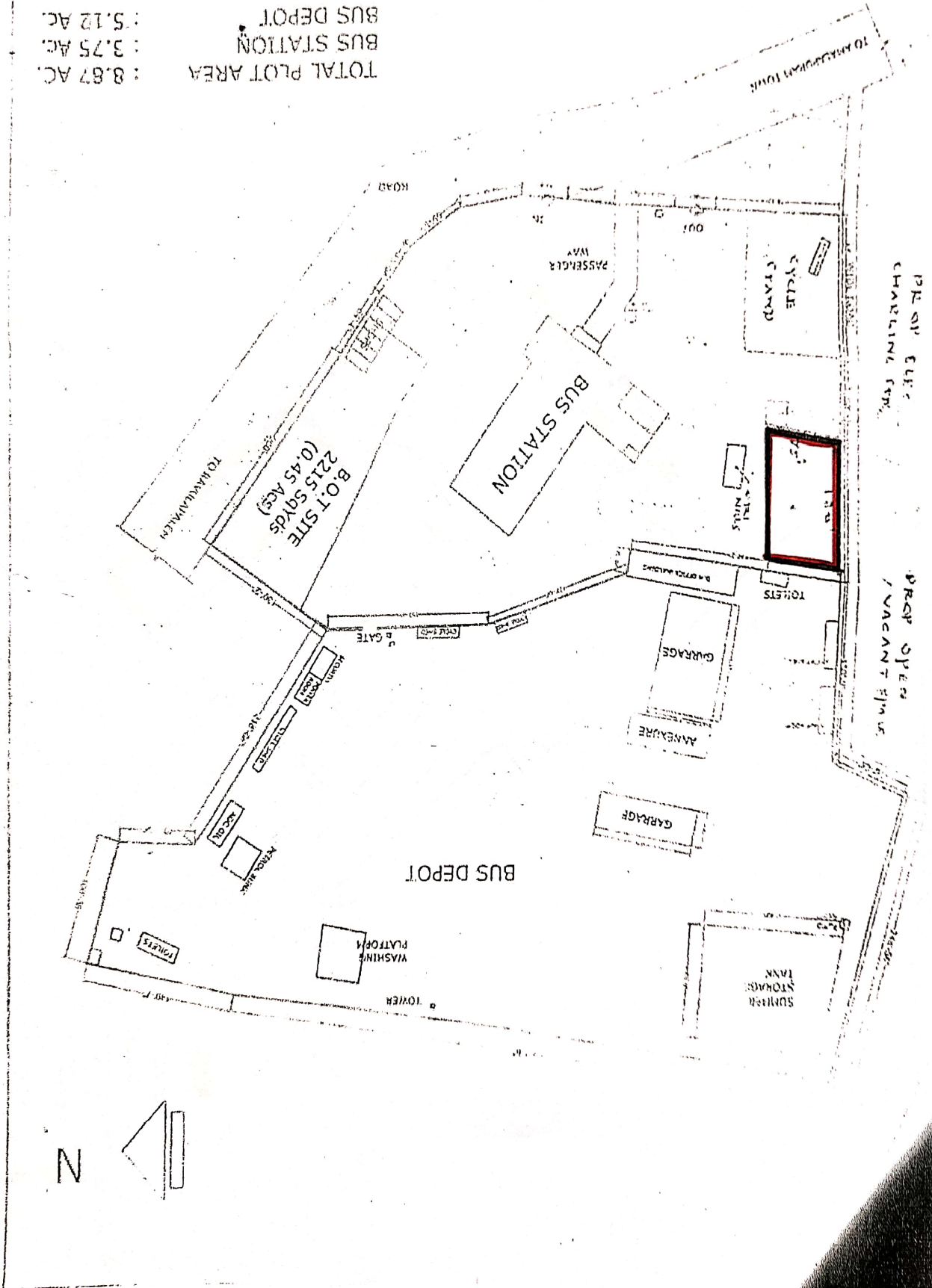


# BUS STATION AT AMALAPURAM

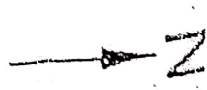
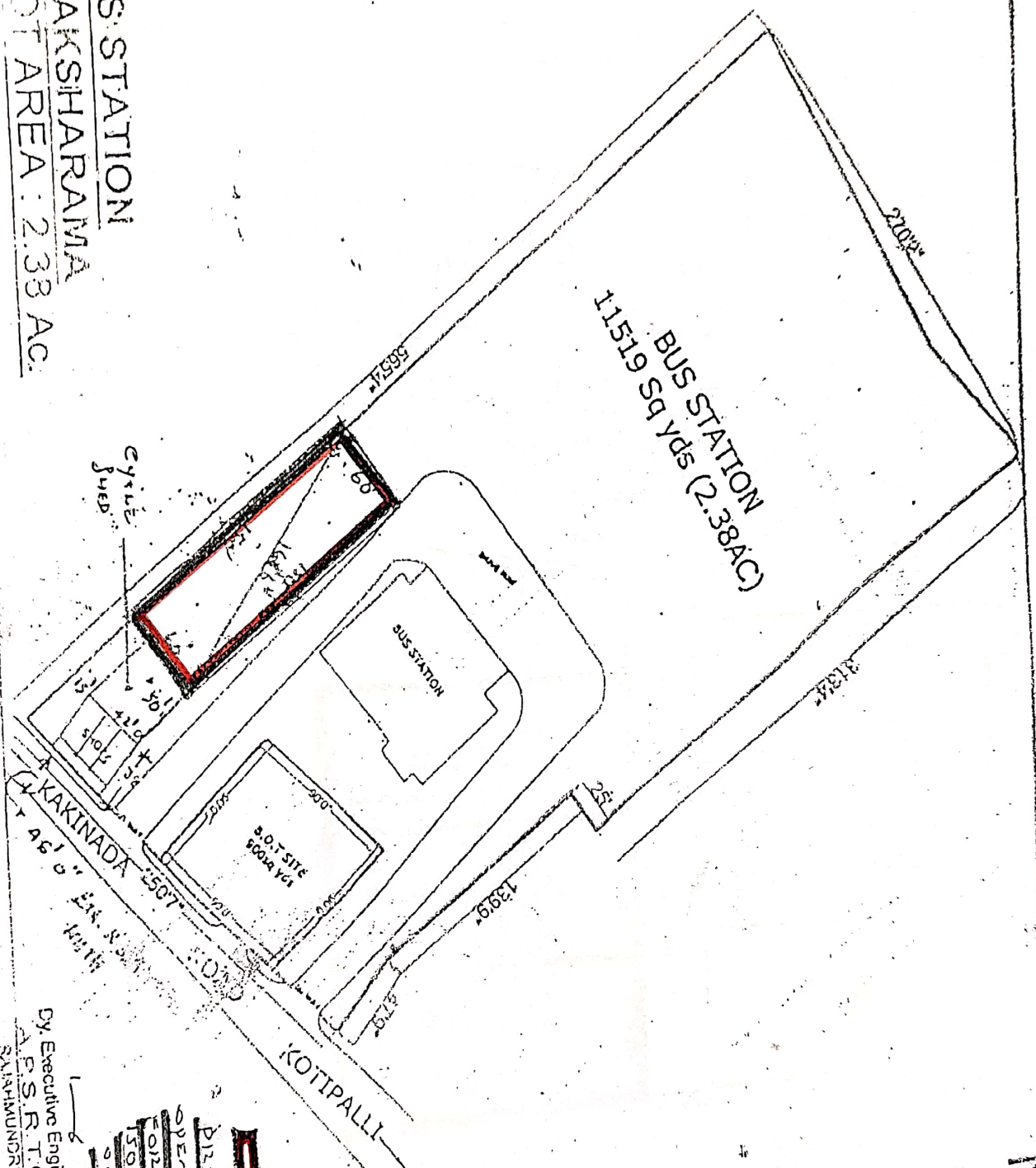
## LAY - OUT

TOTAL PLOT AREA : 8.87 AC.  
 BUS STATION : 3.75 AC.  
 BUS DEPOT : 5.12 AC.

1000 sq. yards  
 12.5 x 12.5  
 10.0 x 10.0  
 10.0 x 10.0



**BUS STATION**  
**DRAKSHARAIMA**  
 LOT AREA : 2.33 AC.



1. Dy. Executive Engineer,  
 A.P.S.R.T.C.  
 KAKINADA

2. Asst. Engineer,  
 A.P.S.R.T.C.  
 KAKINADA

3. 1000 sq yds

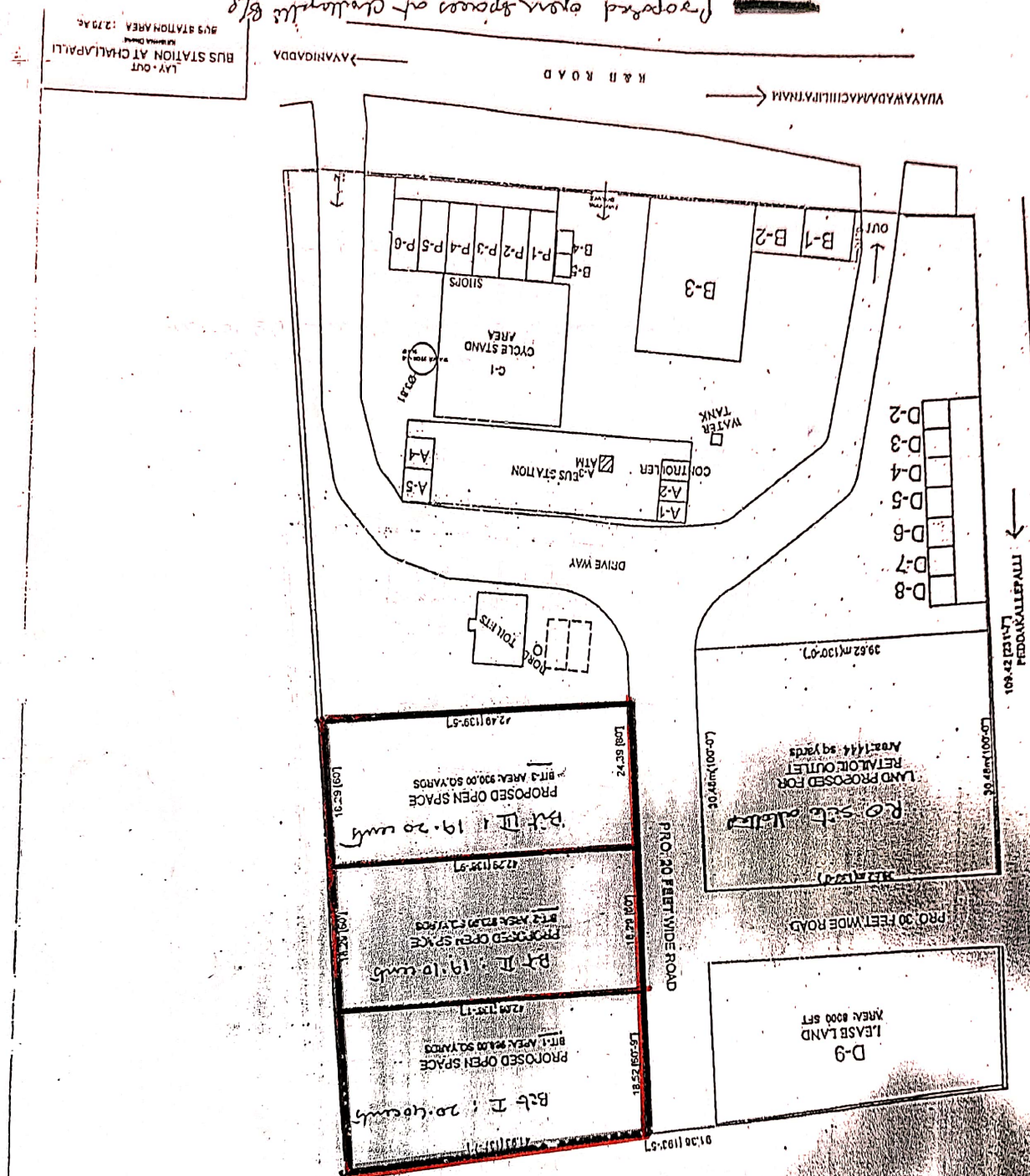
4. 150 X 500

5. 100 X 500

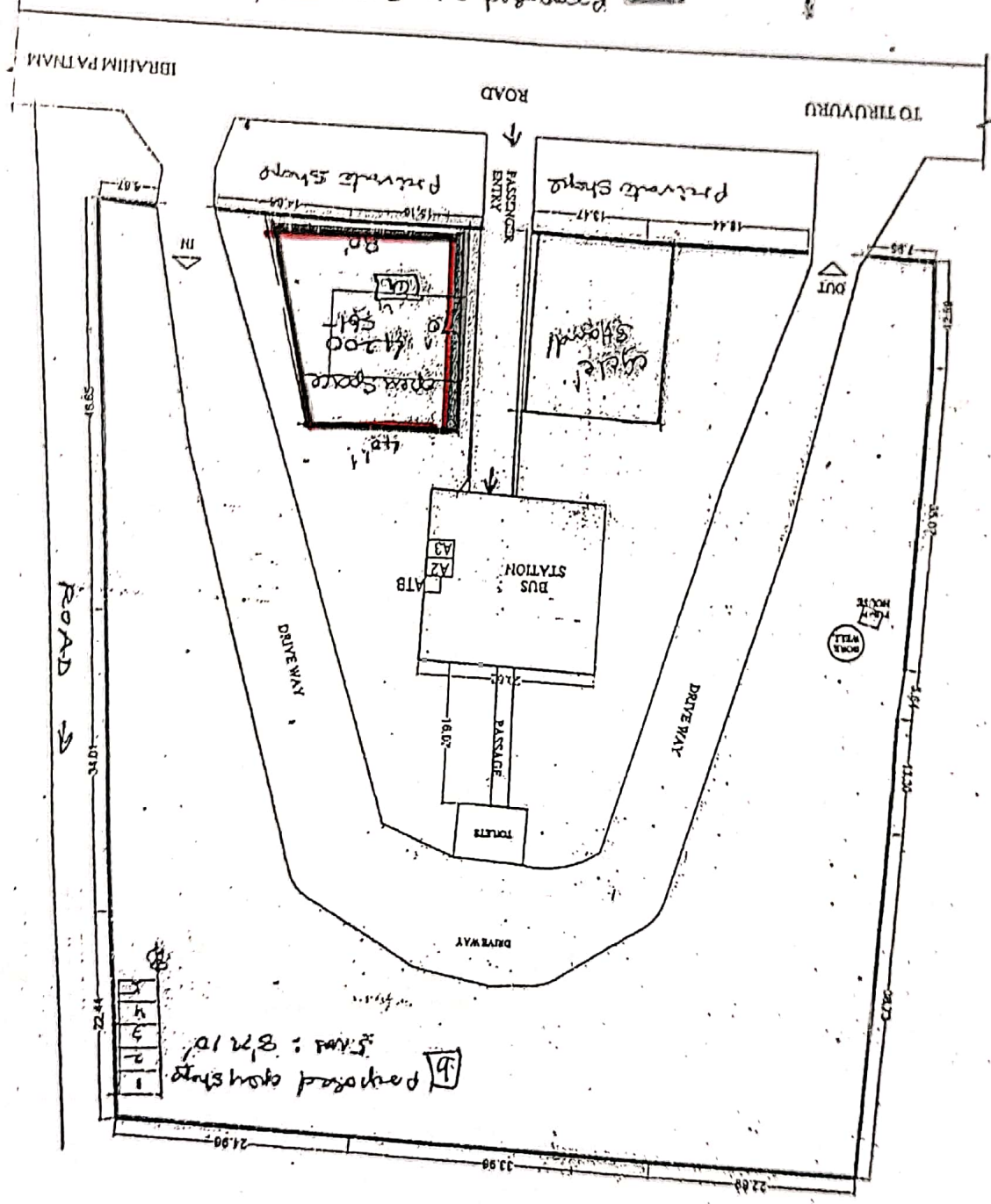
6. 100 X 500



Proposed open spaces at Chittagong etc  
Bt I, Bt II & Bt III under OS 15 years



Chalchicomula B/S

[illegible]

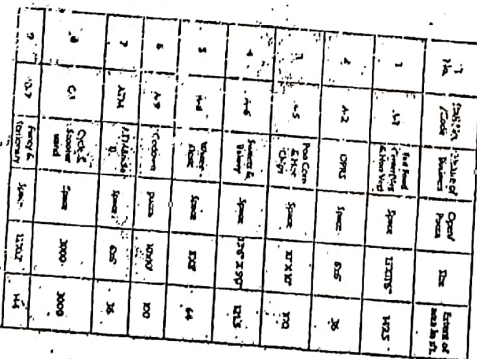
5 Year : 100%  
 15 Year : 100%  
 25 Year : 100%  
 35 Year : 100%  
 45 Year : 100%  
 55 Year : 100%  
 65 Year : 100%  
 75 Year : 100%  
 85 Year : 100%  
 95 Year : 100%  
 100 Year : 100%



Prepared open spaces:

a) R-O : O-33Kc : 33 years

b, open space: 2400 sq ft: 15 years



BUS STATION AT NANDIGAMA - 807 T 14 3 15

KRISHNA DISTRICT

2007-08-25



Licensing of(9)Nos. of uncovered vacant lands of APSRTC.	Volume II Draft License Agreement
OS:15 years scheme, Request for Proposal, ED Zone -II	

## **VOLUME - II**

### **DRAFT LICENSE AGREEMENT**

Signature of Bidder

[32]



Licensing of(9)Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

## LICENSE AGREEMENT

for Licensing of \_\_\_\_\_ Sq. yards of uncovered vacant Site at  
 \_\_\_\_\_(Location), \_\_\_\_\_ District.

Agreement No: \_\_\_\_\_ dt. \_\_\_\_\_

This License Agreement (herein after also referred to as "Agreement" or "Lease Deed") is made on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_ (Place), Andhra Pradesh.

By and Between

Andhra Pradesh State Road Transport Corporation (APSRTC), established under RTC Act 1950, represented herein by its Executive Director (\_\_\_\_Zone) Sri. \_\_\_\_\_, Aadhar No. \_\_\_\_\_ aged \_\_\_\_\_ years, S/o. Sri. \_\_\_\_\_ having its office at \_\_\_\_\_, hereinafter referred to as the "Licensor" or "Authority" or "APSRTC" or "Corporation" or "Lessor" which expression shall unless it be repugnant to the context include its administrators, successors and permitted assigns, of the ONE PART

And

Sri. \_\_\_\_\_ Aadhar No. \_\_\_\_\_, aged \_\_\_\_\_ years, S/o. Sri. \_\_\_\_\_, having residence at H.No. \_\_\_\_\_, \_\_\_\_\_(Village), \_\_\_\_\_ Mandal, District hereinafter referred to as the "Licensee" or "Lessee" which expression shall unless it be repugnant to the context include its successors and permitted assigns, of the SECOND PART

Each singly a "Party" and collectively the "Parties".

Whereas,

- a) The Licensor has published Tender Notice no. \_\_\_\_\_ dt. \_\_\_\_\_ in \_\_\_\_\_ and \_\_\_\_\_ daily News Papers inviting tenders for giving right of license to utilise the uncovered vacant space. The second party has participated in the tender for licensing of \_\_\_\_\_ Sq. Yards of uncovered vacant space at \_\_\_\_\_(location), \_\_\_\_\_(District) and became successful bidder by offering Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as initial license fee per month.
- b) The Licensor accepted the offer of the second party and a Letter of Intent (LoI) bearing No. \_\_\_\_\_ dated \_\_\_\_\_ was issued to the Successful

Signature of Bidder

Licensing of(9)Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

Bidder, requiring him to execute the Agreement within 30 (thirty) days of the date of issue thereof.

c) The second party acknowledges and confirms that it has undertaken a due diligence exercise of all aspects of the location including its technical and financial viability, legal due diligence, and on the basis of its independent satisfaction hereby accepts the license and agrees to run the business in this location at its own cost, risk and expense in accordance with the terms and conditions of this Agreement.

d) Following the issuance of LoI, the Preferred Bidder / Licensee in accordance with the terms and conditions as specified in the tender document, as being the precondition to the execution of this Agreement, has made the following payments:

i) An amount of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_only) towards non refundable and irrevocable payment of 1<sup>st</sup> installment of Upfront Amount, after adjusting the EMD amount of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_only) paid by the preferred bidder at the time of tenders.

Thus a total amount of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_only) towards non refundable and irrevocable payment of 1<sup>st</sup> installment of Upfront Amount is received by the Licensor.

(Details of payments to be incorporated).

ii) An amount of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_only) towards non refundable and irrevocable payment of 2<sup>nd</sup> installment of Upfront Amount after allowing a discount of 5% on 2<sup>nd</sup> installment.

(if the same is paid at the time of execution of the Agreement or within 30 days of issue of Letter of Intent, whichever is earlier).

(Details of payments to be incorporated).

iii) An amount of Rs. \_\_\_\_\_/- (Rupees\_\_\_\_\_only) towards interest free, refundable Security Deposit.

(Details of payments to be incorporated).

e) In light of the compliance by the Preferred Bidder / Licensee of the pre-conditions to the execution of the License Agreement, the Licensor has agreed to enter into this License Agreement vesting the rights for the implementation of the Lease with the Licensee on the terms, conditions and covenants hereinafter set forth in this Agreement.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

- f) In consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out as below.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## **ARTICLE 1**

### **SCOPE OF LICENSE**

#### **Nature of business:**

The Licensee is allowed to undertake any business except businesses that are not permitted. Businesses not permitted are prohibited businesses as per the applicable Laws and / or prohibited businesses by the Corporation from time to time and also businesses in competition with the main operations and core business activities of the Corporation viz., Logistics, Commercial advertisements etc.

The licensee shall procure and maintain at its cost all applicable Permits necessary for this purpose from time to time for running the business, including the permits required for construction of structures.

Corporation reserves the right to invite tenders for similar nature of business for any number of stalls / sites in the APSRTC premises on "mutually non-exclusive basis". The Licensee shall not have any objection for the same.

#### **Grant of License:**

Subject to and in accordance with the terms and conditions set forth in this Agreement, applicable laws and applicable permits, the Licensor hereby grants and authorises the Licensee to design, develop, construct, operate and maintain, lease the Commercial facilities, to conduct business, to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations / Licenses and entitlements as set forth in this Agreement including the right to collect, retain and appropriate all tariffs, rentals, other fees and charges for the facilities and services provided.

The Licensee hereby accepts the License and agrees to implement the

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

lease subject to and in accordance with the terms and conditions set forth in this Agreement.

### **License Period**

License period is 15 (Fifteen) years and not extendable.

The License hereby granted is for a period of 15 (Fifteen) years commencing from Dt. \_\_\_\_\_ and ending by Dt. \_\_\_\_\_ ("the License Period").

Signature of Bidder

[36]



Further, this Agreement shall automatically terminate upon expiry of the License Period by efflux of time, or in the event of earlier Termination.

Provided that in the event of earlier Termination, the License Period shall end with the Termination Date.

### **Leased Site:**

The site comprising the uncovered vacant land of \_\_\_\_\_ Sq. Yards at \_\_\_\_\_ (Place i.e. B/S or B/D or St. Qtrs. etc.) under survey no. \_\_\_\_\_ of \_\_\_\_\_ (Village/Town), \_\_\_\_\_ (Mandal), \_\_\_\_\_ District more particularly described at Schedule- 2 is leased to the Licensee in accordance with the provisions of this Agreement.

The Lessor agrees to bear all the costs of making available the Leased Site to the Licensee.

The Lessor shall, upon signing of this Agreement, handed over the leased land and delivered possession of the land to the Licensee on "as is where is basis" with the Easement Rights and with the full and free right and liberty of way and passage and other rights in relation thereto and the right, authority and license to conduct business thereat in accordance with the provisions of this Agreement.

In consideration for the Lease of the Site, the Licensee shall pay the Lessor, all the payments viz. Upfront Amount, Monthly License Fee, interest free refundable Security Deposit and irrevocable, penalties and penal interests etc. and all taxes there on applicable from time to time, as specified in detail.

### **Sub lease:**

No sub lease of land:

The Licensee shall not sub lease the whole or any part of the land comprising the Leased Site, leased to it by the Lessor under this Agreement, to any person in any form or under any arrangement, device or method.

Sub lease of built up area / built up space on the Leased Site:

- a) The Licensee is allowed to sub lease any built up area / built up space on the Leased Site, provided the terms & conditions of such sub leases shall not be inconsistent or contrary to and shall be co-terminus with the agreement / lease deed.
- b) The Licensee shall remain in peaceful possession and enjoyment of the Leased Site during the License Period.

Signature of Bidder

[37]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

- c) The Licensee shall prevent encroachments or occupation of the Site allotted to them. In case of any encroachment or occupation forthwith remove the same at its own cost.
- d) The Licensee acknowledges that before entering into this Agreement, it has had sufficient opportunity to inspect the Site, and accepts full responsibility for its condition.
- e) All articles of value or antiquity found on the Leased Site shall be the property of the Licensor.
- f) While conducting business in the leased property, the Licensee shall ensure compliance by itself with all Applicable Laws, Applicable Permits and the Licensee shall be entirely liable for any violations or breaches thereof and indemnify and keep indemnified the Licensor from and against all liabilities and costs in this behalf.
- g) The allotted premises and surroundings shall at all times be kept clean and tidy. The Licensee shall remove or cause to be removed, at its own cost and expense, all waste, garbage, rubbish, and/or refuse from the premises. Such waste shall be disposed off at faraway place as per rules in vogue. No foul smell shall generate from the leased premises on account of the waste generated from the business activity or use in the premises. Necessary drainage facilities shall be provided by the licensee at its own cost for disposal of relevant wastes and shall be maintained properly at all times.

Paramount importance shall be given for health and hygiene of the users and commuters. The allotted Site is liable for inspection, at any time by the Licensor or its representatives or Government agencies or local bodies

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

or any competent Authority, and the Licensee shall not have any objection.

- h) All infrastructure facilities necessary for conducting business in the leased premises shall be developed, operated and maintained by the Licensee in accordance with the provisions of this agreement and Good Industry Practice.

#### **Accidents and Safety:**

The buildings shall be designed & constructed in accordance with the latest Indian Standard Specifications and Codes. Complete responsibility of the structural safety of the commercial infrastructure facilities provided lies with the Licensee.

It is the complete responsibility of the Licensee to prevent accidents of all types. Hence, at its cost ensure safe conditions at the Leased site for the users, commuters, employees etc. and take all reasonable precautions for prevention of accidents on or about the Leased Site. The Licensee shall provide all reasonable assistance and emergency medical aid to accident victims and shall bear & pay all the costs and compensation. The Licensee shall at all times indemnify and keep indemnified the Licensor in this regard.

#### **Miscellaneous**

The Licensee shall not undertake or permit any change in ownership unless with the written permission of the Licensor.

The Licensee shall submit approved plans of the structures to the licensor within 15 days of their approval by the concerned Govt. Departments. It is the complete responsibility of the Licensee to adhere to the approved plans in construction of structures.

#### **Change of Land Use:**

The Govt. of Andhra Pradesh have issued GO. Ms No. 141 of MAUD dated 06.06.2016 regarding change of land use of all vacant lands of APSRTC converting the land use into multiple use Zone. If, additional permits are required or any fee is to be paid to Government or local bodies etc. in this connection, such permits shall have to be obtained by the licensee and costs/fee shall be borne and paid by the Licensee only.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

### **Advertisement:**

The Licensee shall not exhibit or permit advertisement of any company / product / service except displaying the name of their shop(s) / stall(s) / name of business entity i.e. the licensee is not allowed to use the premises for generation of commercial revenue through display of advertisements.

The licensee shall erect uniform signage boards for all shops with aesthetic look.

### **Payments to the Licenser:**

In consideration for the grant of the License, the Licensee shall make the following payments to the Licenser in the manner and at the times mentioned hereunder:

#### **Upfront Amount:**

- a) The Upfront Amount payable by the licensee is Rs. \_\_\_\_\_.
  - b) The Upfront Amount is non refundable and irrevocable.
  - c) The Upfront Amount is payable in 2 equal installments.
  - d) The Licensee paid the 1<sup>st</sup> installment of 50% of Upfront Amount as a pre-condition for signing of License Agreement as specified in the preamble.
  - e) The 2<sup>nd</sup> installment of Upfront Amount i.e. the balance 50% of Upfront Amount shall be payable by the licensee immediately on completion of 1 year, along with the license fee to the licenser in the form and manner specified from time to time.
- If the licensee pays the 2<sup>nd</sup> installment of Upfront Amount at the time of execution of the Agreement or within 30 days of issue of Letter of Intent, whichever is earlier, a discount of 5% on 2<sup>nd</sup> installment of Upfront Amount shall be allowed.
- f) The Licensee shall pay all taxes applicable from time to time on the Upfront Amount.
  - g) Failure to pay Upfront Amount on or before due date attracts penal interest @ 24% pa.

#### **Monthly License Fee:**

- a) The initial monthly license fee payable by the licensee is Rs. \_\_\_\_\_ (the approved bid offer).
- b) The holiday period for payment of License fee shall be 6 months from the

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

date of commencement of License Period or up to the date of commencement of commercial operation, whichever is earlier.

The license period of 15 years is inclusive of the license fee holiday period.

The initial monthly license fee is payable by the Licensee after completion of license fee holiday period.

- c) The Licensee shall make payments with respect to the Monthly License Fee by 10<sup>th</sup> of every month, in advance during the License Period.
- d) The Monthly License Fee shall be enhanced year over year as furnished below:
  - i) Same approved initial monthly license fee up to 3 years from the date of commencement of License period.
  - ii) From 4<sup>th</sup> year to 10<sup>th</sup> year: Increase by 5% over that of previous year's License Fee.
  - iii) From 11<sup>th</sup> year to 15<sup>th</sup> year: Increase by 10% over that of previous year's License Fee.
- e) The amount of Monthly License Fee payable by the Licensee Year over Year is specified in Schedule of Payments at Schedule – 1 and the same is exclusive of all Taxes.
- f) The Licensee shall pay GST & all other taxes applicable from time to time on the license fee to the Licensor.
- g) License fee shall be paid without deducting TDS and any other taxes applicable. However, the Licensee is allowed to deduct TDS till exemption certificates are issued by Income Tax Department.
- h) The Monthly License Fee shall be paid to the licensor in the form and manner specified from time to time.
- i) Failure to pay Monthly License Fee on or before due date attracts penal interest @ 24% pa.

#### **Security Deposit:**

- a) The Security Deposit amount shall always be equal to 6 times the monthly license fee of that year and payable by the Licensee to the Licensor.
- b) The Initial Security Deposit amount shall be payable invariably by the Licensee on or before commencement of the License Period as per Agreement.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

- c) The Licensee shall pay to the Licensor the enhanced Security Deposit amount whenever the monthly license fee is increased.
- d) The Security Deposit amount payable by the Licensee Year over Year is specified in Schedule of Payments at Schedule – 1.
- e) Security Deposit will not be adjusted towards monthly license fee payable by the Licensee, unless on termination on account of default.
- f) The Interest free Security Deposit is refundable at the end of the license period.
- g) Late payment of Security Deposit attracts penal interest @24% per annum.
- h) Security Deposit shall be refundable to the Licensee within a reasonable period of 90 days of vesting the encumbrance free Leased Site to the Corporation in its original condition upon termination of the contract by efflux of time or earlier termination, after adjusting all the dues / damages / claims / compensation / penalties / penal interests / Taxes / dues to Govt. payable, if any, by the Licensee to the Corporation.
- i) In case the licensed site vested to the Corporation by the Licensee is not in its original condition, then the cost involved in bringing the reverted site to its original condition stands recoverable from the Security Deposit.
- j) In case of termination of the License Agreement due to breach of terms and conditions of either tender document or license agreement or both, the Licensor reserves the right to adjust the security deposit to the extent of any dues / damages / claims / compensation / penalties / penal interests / Taxes / dues to Govt. payable by the Licensee and appropriate the proceeds to the Licensor's account and to forfeit the balance Security Deposit.

#### **Penalties & Penal Interests:**

- a) Penal Interest on delayed payments:

A penal interest @ 24% per annum will be levied on the outstanding due amounts of License Fee, Upfront Amount, Security Deposit or any other amount payable to the Corporation and the Licensee is liable to pay such penal interest. Such penal interest is payable during the cure period also.

- a) Penalties:

Apart from imposing penal interest on delayed payments as defined in

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II Draft License Agreement
OS:15 years scheme, Request for Proposal, ED Zone -II	

section (a) above, such penalties as clearly defined in the relevant sections of the Agreement shall also be imposed on the Licensee for breach of terms and conditions of the Agreement. The Licensee shall bear & pay such penalties.

#### **Commercial facilities:**

##### **Structure:**

The Licensee shall be permitted to develop the commercial facilities up to G+1 floor only, with temporary or semi permanent dismountable (removable) structure only.

##### **Affidavit:**

The Licensee shall submit a notarized affidavit to the Corporation at the time of entering into agreement that no permanent construction will be made and no extension of license period will be sought for investment made.

##### **Service facilities:**

The services like electric supply, water supply, drainage lines etc., required for development of commercial facilities in the allotted site shall have to be procured and borne and by the Licensee at its own cost.

##### **Parking of vehicles:**

The Licensee shall be entitled to develop the allotted site as per their business needs subject to applicable laws and applicable permits. The Licensee shall take up the construction work duly providing necessary parking space in the leased site. The Licensee shall ensure that their users, business partners and employees do not encroach the Licensor's premises for parking their vehicles and shall not cause obstruction and hindrance to the activities of the Licensor.

## **ARTICLE 2**

### **EFFECTIVENESS AND TERM OF THE AGREEMENT**

The agreement shall come into force and effect on the date of execution of the agreement by both the parties. The commencement of Agreement period shall be 30 days from the date of issue of allotment order / Letter of Intent (LoI) or the date of execution of License agreement whichever is earlier.

The preferred bidder shall bear & pay requisite Charges, Stamp Duty etc., to

Signature of Bidder

[43]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

the Government on the License Agreement.

Franking of the Agreement shall be under taken by the preferred bidder/ licensee.

Unless terminated earlier by any of the party in accordance with the terms of the agreement, the agreement shall remain in full force and effect for a period of 15 (fifteen) years from the date of commencement of the License Period.

The Licensee shall nominate, through a notarized affidavit, his / her legal heir to inherit the lease deed upon his / her death.

In the event of death of the Licensee, the license shall come to an end. However, the licensor reserves the right to permit the nominee (first preference) or other legal heirs of the deceased licensee to run the business on the same terms and conditions of the original agreement for the remaining period of license duly entering into a supplementary Agreement on Non-Judicial stamp paper.

Franking of the supplementary Agreement shall be under taken by the new licensee at his own cost duly paying the Charges, Stamp Duty to the Government.

### ARTICLE 3

#### TAXES AND INSURANCE

Taxes in relation to location:

Any taxes as applicable from time to time, including any changes in GST / Duties imposed by a Governmental Authority with respect to commercial infrastructure facilities, commercial operation and License Fee etc. shall be borne and paid by the Licensee only as per GOs / Circulars / Clarifications being issued from time to time by Government of India / Andhra Pradesh.

Property Tax:

The Property Tax shall be borne and paid by the Licensee in the name of the Corporation (APSRTC) only and the receipts in original shall be submitted to APSRTC immediately.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II Draft License Agreement
OS:15 years scheme, Request for Proposal, ED Zone -II	

#### **ARTICLE 4**

##### **OWNERSHIP OF THE LICENSED PREMISES AND RELATED INFRASTRUCTURE**

The ownership, rights and title of the Licensed site shall always vests with APSRTC including the Licensing period.

The ownership, rights and title of the commercial facilities developed by the Licensee shall vest with Licensee during the license period. Licensee shall have no right, title or interest in the Location.

APSRTC will not suffer in any manner out of Licensee's use of the Location whereby the estate, rights and interests of the APSRTC in the Location or any part thereof might be impaired, except in accordance with and subject to the provisions of the agreement.

Licensee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim, on the location other than the commercial infrastructure provided by the licensee.

Mortgage of commercial facilities shall be permitted and under any circumstances such mortgage shall terminate within 10 years from commencement of license period.

After the Term of the Agreement, Licensee shall execute to remove commercial infrastructure provided by the Licensee, and return the licensed premises in its original condition to APSRTC.

#### **ARTICLE 5**

##### **RIGHTS, COVENANTS & WARRANTIES**

Licensee's Rights, Covenants & Warranties:

Licensee inspected the leased premises and satisfied themselves on the suitability of the site for their business and for development of related

Signature of Bidder

[45]





Infrastructure and accepted the possession of the Site on "as is where is" basis, on the possession date.

Licensee shall conduct the business and construct commercial infrastructure in the licensed premises as per the terms and conditions of this Agreement.

Except for the commercial Infrastructure, Licensee shall not make or will not be permitted to make any alterations, changes in or additions to the licensed Premises without the prior written consent of APSRTC.

Licensee shall be solely responsible for

- (a) ensuring that the design, construction, operation and maintenance of the commercial Infrastructure are in compliance to applicable laws, including those relating to safety, public health & environment and procure all required permits under applicable laws at the cost of Licensee.
- (b) ensuring that the performance of the tasks required for Installation, operation and maintenance of the commercial Infrastructure does not cause any damage to the Location, including any damage to a public property or any property belonging to a party not involved in this agreement or any property of the APSRTC other than the one agreed upon in this agreement;

During the Term of the Agreement, Licensee shall have the right to erect temporary or semi-permanent dismountable (removable) structures, limiting the vertical development up to ground + one floor only at the licensed site as may be reasonably required for the purpose of carrying out the business.

Removal of these structures shall be at the expense of the Licensee upon termination of the agreement.

Licensee warrants to the corporation that it will take up all necessary actions under applicable laws to execute, deliver and perform its obligations under the agreement.

Confinement to the Area / space allotted: The licensee has to perform the business strictly confining to the area / space allotted. There shall not be any encroachment of the area other than the allotted premises, by the licensee under any circumstances. Business through hawkers outside the allotted premises is strictly prohibited.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

Licensee unequivocally and irrevocably agree (unless mutually agreed otherwise between the parties to the agreement) that the licensed site shall be used for the purposes of undertaking the activity mentioned as per the Agreement only and for no other purpose during the License period.

**APSRTC's Rights, Covenants & Warranties:**

Subject to Licensee's compliance with all provisions contained in the agreement, APSRTC consents that Licensee shall have quiet, unimpeded and peaceful access to the Location throughout the Term of the Agreement.

APSRTC shall allot the land to the Licensee for a period of 15 years, subject to:

- a) payment of License Fee, Upfront amount, Security Deposit, Taxes etc. by the Licensee as per schedule of payments and other terms and conditions of the Agreement.
- b) the Licensee adhering to the terms & conditions of the agreement without committing any event of default.
- c) curing of an event of default by the Licensee within the time frame.

5.3 DPTO concerned of APSRTC shall be the Nodal Officer for coordination with the Licensee to achieve the objectives of this Agreement.

## **ARTICLE 6**

### **INDEMNIFICATION, LIMITATION OF LIABILITY AND DEFAULT**

**Indemnification:**

Licensee shall indemnify, defend and hold APSRTC and any of its directors, officers, members, employees, and all of its and their successors and assigns, harmless from and against any and all, claims, liabilities, judgments including but not limited to, reasonable attorney fees arising out of or incurred in connection with a breach of any representation, or covenant by Licensee under this Agreement, including against any and all Damages from third-party Claims.

Signature of Bidder

[47]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

#### Limitation of Liability:

In no event APSRTC shall be liable (in contract or in tort, including negligence and strict liability) to any other party or to any other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees for any special, indirect or consequential damages relating to this agreement.

#### Events of Default & applicable Penalties:

Each of the following shall constitute an "Event of Default" of the Licensee under the agreement:

- i) Licensee's repudiation or failure to perform or discharge any of its obligations and / or any of the provisions of the Agreement.

Penalty: Based on the gravity of the default assessed by the unit officer concerned as Minor or Major, the following penalties shall be levied.

##### a) Minor default:

A penalty of amount up to Rs 2,000/- for 1<sup>st</sup> instance, Rs.3,000/- for 2<sup>nd</sup> instance and Rs.5,000/- for 3<sup>rd</sup> instance shall be levied on each occasion.

##### b) Major default:

Repeated commissioning of minor default for more than three times in a year will also constitute a major default.

In the event of occurrence of a major default, either by virtue of gravity or by repeated commissioning of minor default for more than three times in a year, the license is liable for termination.

- ii) Licensee's failure to make payments due and payable to the Corporation as per the Agreement within the stipulated period.

Penalty: If the payments are defaulted for more than three (3) months in a row, the license is liable for termination, besides imposing penal interest on delayed payments.

- iii) Licensee creates any encumbrance in breach of this Agreement.

Penalty: The license is liable for termination.

- iv) Unauthorized / excess occupation of the Corporation's land by the Licensee or its sub-lessee/s.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

**Penalty:**

- a) If the licensee is found to have encroached the space not allotted to him as per agreement, an amount equal to the pro rata license fee for the additional space occupied for the period of occupation shall be payable by the Licensee and the licensee should immediately be confined to the area allotted as per the Agreement.
- b) Further, an amount equal to 25% of the pro rata license fee so collected as per para (a) above shall be levied as penalty for 1<sup>st</sup> occasion and 50% of the pro rata license fee so collected as per para (a) above shall be levied as penalty for 2<sup>nd</sup> occasion and 100% of the pro rata license fee so collected as per para (a) above shall be levied as penalty for 3<sup>rd</sup> occasion, in one year period.
- c) Repeated commissioning of above default is liable for termination.
- v) Licensee or its sub-lessee/s conducting business activities prohibited by law or that against the interests of the Corporation.  
Penalty: The license is liable for termination.
- vi) Licensee subleasing the Leased Site to any person / firm etc. in full or part in any manner, form or arrangement.  
Penalty: The license is liable for termination.
- vii) Unauthorised change in ownership of License in breach of the Agreement.  
Penalty: The license is liable for termination.
- viii) Selling unauthorised items or conducting unauthorised business:  
Penalty: A penalty of amount up to Rs 2,000/- for 1<sup>st</sup> instance, Rs. 3,000/- for 2<sup>nd</sup> instance and Rs.5,000/- for 3<sup>rd</sup> instance shall be levied on each occasion. If the licensee repeats the same default for more than three times in a year, the license is liable for termination.
- ix) Quality / quantity / prices of items / services offered by the Licensee are not adhering to the standards and specifications stipulated by the concerned Authorities and /or not in accordance with good industry practice.  
Penalty: A penalty of amount up to Rs 2,000/- for 1<sup>st</sup> instance, Rs. 3,000/- for 2<sup>nd</sup> instance and Rs.5,000/- for 3<sup>rd</sup> instance shall be levied on

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

each occasion. If the licensee repeats the same default for more than three times in a year, the license is liable for termination.

Authority competent to levy penalties:

- i) The unit officer concerned or higher Authorities in whose administrative Jurisdiction the Leased site lies is empowered to levy penalties, with due issue of Notice to the licensee and on consideration of its explanation.
- ii) The signatory of the Agreement or any assigned Authority of the Corporation is empowered to terminate the license.

## **ARTICLE 7**

### **FORCEMAJEURE**

Force Majeure event shall mean any event or circumstance or a combination of events and circumstances caused, directly or indirectly, by Acts of god, fires, floods, power failures, epidemic, endemic or pandemic, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labour disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of the agreement or any part hereof.

Costs, Relief during Force Majeure Event

a) Costs:

The Licensee shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

b) Relief:

- i) The Affected Party shall be granted by the other Party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. However, the License Period remains unaltered.
- ii) In case of occurrence of Force Majeure Event during the license fee holiday period, the APSRTC may, at its sole discretion, grant the Licensee extension of license fee holiday period by such period not exceeding the number of

Signature of Bidder

[50]

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

days the performance of the obligations of the Licensee are affected by Force Majeure Event.

- iii) In case of occurrence of Force Majeure Event during the license fee payment period, the APSRTC may, at its sole discretion, grant the Licensee concession in payment of monthly license fee in accordance with Government guidelines, if any, or as per procedure followed by other State Transport Undertakings or as per good industry practice followed by normal commercial organizations falling within the area affected by the same Force Majeure Event.

## ARTICLE 8

### TERMINATION AND EXIT MANAGEMENT

Termination:

- (i) Termination by efflux of time:

The agreement period gets terminated automatically by efflux of time on completion of Fifteen (15) years period from the date of commencement of License Period.

Upon termination of this Agreement on expiry of the License period by efflux of time, no termination payment shall be due and payable to the Licensee.

Upfront amount is not refundable.

- (ii) Termination for Licensee event of default:

The agreement may be terminated earlier by the Corporation, if the Licensee is in default and / or in material breach of any of its obligations / terms & conditions of the agreement and / or has not cured such breach within the stipulated time lines for the Cure Period with written notice of 30 (thirty) days thereof.

The failure by the licensee to perform or observe any term or condition of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, the agreement is liable for termination.

Provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then the licensee shall have such additional time as is reasonably required to cure such

Signature of Bidder

[51]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

failure, provided the licensee commences to cure such failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity.

Upon termination of this Agreement on account of a Licensee event of default

- a) no termination payments as compensation, damages, goodwill or otherwise shall be payable to the Licensee by the Licensor.
- b) the Licensor shall retain the payments made by the Licensee till the date of termination including Upfront Amount, Monthly License Fee, Security Deposit towards damages.

(iii) Termination 'AT WILL' by the Licensor:

At any point of time during subsistence of the license period, the license can be terminated by the Licensor, if desires to do so, only after completion of 5 (Five) years period from the date of commencement of License Period, without assigning any reason, by giving 3 (three) months advance notice.

In such circumstances, the deposits made by the Licensee that remain to the credit of the Licensor will be refunded after all the dues / damages / claims / compensation / penalties / penal interests / Taxes payable by the Licensee to the Licensor and other dues to the Govt. have been settled out of the deposits.

The Licensee shall be allowed to take away the structural material dismounted and removed.

Upfront amount is not refundable.

Compensation:

Upon termination of the License Agreement 'AT WILL' by the Licensor, the compensation amount payable by the Licensor to the Licensee is as follows:

- a) Termination during 6<sup>th</sup> year of License Agreement: 12 months License fee
- b) Termination during 7<sup>th</sup> year of License Agreement: 10 months License fee
- c) Termination during 8<sup>th</sup> year of License Agreement: 8 months License fee
- d) Termination during 9<sup>th</sup> year of License Agreement: 6 months License fee
- e) Termination during 10<sup>th</sup> year of License Agreement: 4 months License fee
- f) No compensation need be paid on exercising 'AT WILL' exit clause in 11<sup>th</sup> year or thereafter.

Signature of Bidder

[52]





Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

No other termination payments as compensation, damages, goodwill or otherwise shall be payable to the Licensee by the Corporation.

(iv) Termination 'AT WILL' by the Licensee:

The Licensee will be allowed to withdraw from the license agreement if he/she/it desires to do so, only after completion of 5 (Five) years period from the date of commencement of License Period, on submission of 3 (three) months advance notice.

In such circumstances, no compensation, damages, goodwill or otherwise shall be payable to the Licensee by the Corporation.

Upfront amount is not refundable.

However, the deposits made by the Licensee that remain to the credit of the Corporation will be refunded after all the dues / damages / claims / compensation / penalties / penal interests / Taxes payable by the Licensee to the Corporation and other dues to the Govt. have been settled out of the deposits.

The Licensee shall not be eligible to invoke the 'At Will' exit clause when there exists a pending Show Cause Notice of Termination against the Licensee for any Licensee's event of default.

v) Termination by mutual consent:

If in the opinion of both the parties that business cannot be carried out in the licensed premises for reasons beyond the control of the parties viz. Force Majeure etc. or both the parties agree to terminate the agreement for what so ever the reason may be, then the agreement can be terminated with mutual consent duly entering into a termination deed.

In such circumstances, the deposits made by the Licensee that remain to the credit of the Licensor will be refunded after all the dues / damages / claims / compensation / penalties / penal interests / Taxes payable by the Licensee to the Licensor and other dues to the Govt. have been settled out of the deposits.

Upfront amount is not refundable.

No termination payments as compensation, damages, goodwill or otherwise shall be payable to the Licensee by the Corporation.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II Draft License Agreement
OS:15 years scheme, Request for Proposal, ED Zone -II	

#### Termination Procedure:

The Authority entitled to terminate the Agreement either on account of a Force Majeure Event or on account of licensee event of default shall do so by issue of two notices followed by Show Cause Notice of Termination in writing, duly allowing 15 days time on each occasion to the licensee to cure the default or to defend. An opportunity of personal hearing will be given to the Licensee before issue of Termination Order.

The Agreement shall be terminated with a Termination Order. On issue of the Termination Order, the Agreement shall stand terminated.

Each Party shall continue to perform its obligations under the agreement (including any payment obligations) till the Agreement stands terminated.

#### Exit Management:

Exit management procedure shall be applicable in the following manner on termination of the License Agreement for what so ever the reason may be:

Upon termination of the License Agreement, the Parties shall cooperate for smooth transfer of the Licensed Site. The Licensee shall re-convey the vacant and peaceful possession of the Licensed Site to the Licensor, without encumbrances and encroachments.

On termination, if the due amounts to the Corporation or the Government cannot be cleared on forfeiture of Security Deposit, the Corporation reserves the right to confiscate the structure (buildings) and / or furniture, plants & machinery and other facilities of the Licensee in the licensed premises and to recover any amounts due and payable to it or to the Government by the Licensee from the appropriate proceeds of the said property.

Nothing herein shall prejudice the right of the Licensor to recover from the Licensee any amounts due and payable to it or to the Government by the Licensee.

The Licensee shall remove the infrastructure (created by Licensee), furniture, plants & machinery and other facilities from the licensed premises at its own cost, unless confiscated by the Licensor. If the licensed site vested to the Corporation by the Licensee is not in its original condition, then the cost involved in bringing the reverted site to its original condition stands recoverable from the Licensee.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

The Licensee shall execute such deeds of conveyance, documents as the Licensor may reasonably require for conveying and assigning all the rights, title and interest on the site and the right to receive outstanding insurance claims to the extent due and payable to the Licensor, absolutely unto the Licensor or its nominee.

APSRTC will permit Licensee or Licensee's representative for peaceful access to the licensed premises without any hindrance, whatsoever for executing exit management procedure.

The activities pursuant to the Exit Management shall be completed within 30 days from the date of issue of notice to this effect. However, Parties may mutually increase or reduce the execution period based on real time requirements.

Survival

The Termination / expiry of this Agreement:

- a) shall not relieve either Party of any obligations hereunder which expressly or by implication survive Termination / expiry hereof,
- b) all rights and obligations of either Party under this Agreement, including termination payments shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

## ARTICLE 9

### DISPUTE RESOLUTION

Interpretation of the terms and conditions of the License Agreement:

In case of dispute in interpretation of the terms and conditions of the License Agreement, the decision of the Managing Director of the Corporation is final and binding on both the parties.

Continued Performance:

Each Party shall continue to perform its obligations under the agreement (including any payment obligations) pending resolution of any dispute pursuant to this Article.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

#### Negotiation:

If any dispute, controversy or claim arises under or relates to the agreement or the breach, termination or validity thereof (the "Dispute"), such Dispute shall be referred by each Party to its designated senior officer for resolution upon thirty (30) Days written notice from either Party (the "Dispute Notice"). Disputes if any, shall be settled through mediation from time to time and only when mediation fails, litigation within the jurisdiction of the courts of respective District or Vijayawada / High Court of AP only need to be restored to.

The Parties agree to attempt to resolve all Disputes promptly and equitably and to provide each other with reasonable access during regular business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

#### Arbitration, Governing Law and Dispute Resolution:

If a dispute is not resolved amicably within ninety (90) days of raising it, such dispute shall be referred to the sole arbitration of the Managing Director, APSRTC. The decision of the sole arbitrator shall be final and binding on both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration in case of dispute if any shall be the headquarters of the sole arbitrator.

This Agreement shall be governed by the Laws of India and the seat of High Court of Andhra Pradesh shall only have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties to entertain any dispute or suit arising out of or in relation to the agreement.

### ARTICLE 10

#### MISCELLANEOUS PROVISIONS

##### Notices:

Wherever provision is made for giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Party, unless otherwise specified, such communication shall be in writing in English and shall not be unreasonably withheld or delayed.

Signature of Bidder

[56]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

#### Remedies:

Licensee and APSRTC acknowledge and agree that each Party shall have all remedies available at law or in equity if the other Party is in default under the terms of this Agreement. If an event of default has occurred and is continuing, then following course of action may be taken:

- a) APSRTC, in addition to any other remedies given at law or in equity, may continue this Agreement in effect by not terminating Licensee's right to access the Licensed Site and thereby be entitled to enforce all Licensee's rights and remedies under this Agreement; and
- b) APSRTC may bring an action to recover and regain possession of said Licensed Site in the manner provided under the applicable laws of eviction in the State.

#### Modification; Waiver; Severability; Assignment:

No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion. If any provision of the Agreement is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect.

Neither party may assign this agreement, in whole or in part, without the prior written consent of the non-assigning party.

#### Omissions and Commissions:

Any conditions provided in Instructions to Bidders, Vol-I of RFP document and omitted in License Agreement shall also form integral part of the License Agreement and the Licensee shall be liable and under obligation to perform the same.

\*\*\*\*\*

Signature of Bidder

[57]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

### Schedule-1

In consideration for the grant of the License, the Licensee shall make the following payments along with Security Deposit to the Licensor:

#### Schedule of Payments

S.No	Payment Details	Amount in Rs.
1	1 <sup>st</sup> installment of Upfront Amount (paid on dt. )	
2	2 <sup>nd</sup> installment of Upfront Amount (paid on dt. / payable on completion of 1 year, along with the license fee)	

Schedule of Payments- Monthly License Fee & Security Deposit					
S. No	License Period		Monthly License Fee Rs.	No. of Months	Security Deposit YoY - Rs.
	From	To			
1					
2				12	
3				12	
4				12	
5				12	
6				12	
7				12	
8				12	
9				12	
10				12	
11				12	
12				12	
13				12	
14				12	
15				12	

- The monthly License Fee as specified in Schedule of Payments shall be payable by 10<sup>th</sup> of the month, in advance during the License period.
- Holiday Period for payment of License Fee: The holiday period for payment of License fee shall be 6 months from the date of commencement of License Period or up to the date of commencement of commercial operation, whichever is earlier.

Signature of Bidder

[58]





Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

The initial monthly license fee is payable by the Licensee after completion of license fee holiday period.

- c) The Licensee shall also pay the interest free, refundable Security Deposit as specified in the Schedule of Payments.
- d) The above amounts are exclusive of all taxes. The monthly License Fee, Upfront Amount etc. are payable by the licensee to the Licensor with all taxes including GST etc. applicable from time to time.
- e) All payments to the Licensor shall be made by the Licensee through DD/RTGS/NEFT only.

If the mode of Payment is Demand Draft:

Demand Draft drawn in favour of "\_\_\_\_\_ " on any Nationalised / Scheduled Bank (except Co-operative Banks) payable at \_\_\_\_\_ (Place)

OR

If the mode of Payment is NEFT / RTGS / Online payment:

To the Licensor Current Account no: \_\_\_\_\_, IFSC Code \_\_\_\_\_,  
\_\_\_\_\_ Bank \_\_\_\_\_ branch, in favour of \_\_\_\_\_  
(Name of Account).

- f) The Licensee shall pay all Taxes including GST, Registration charges, Land use conversion Charges etc., as prescribed by the Government of AP or Government of India or its agencies or Local Bodies from time to time.

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

## Schedule-2A

### Schedule of Property

All that piece or parcel of land in Survey No. \_\_\_\_\_ of \_\_\_\_\_ Village / Town & \_\_\_\_\_ Mandal, \_\_\_\_\_ District, admeasuring \_\_\_\_\_ Sq. Yards and app. \_\_\_\_\_ Sq.mts and delineated in the Layout plan with hatching:

North: \_\_\_\_\_ ft. along \_\_\_\_\_.

South: \_\_\_\_\_ ft. along \_\_\_\_\_.

East: \_\_\_\_\_ ft. along \_\_\_\_\_.

West: \_\_\_\_\_ ft. along \_\_\_\_\_.

## Schedule-2B

### Layout Plan

### Site Plan

Signature of Bidder

[60]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

**IN WITNESS WHEREOF** the Licensor through their respective authorized officials and the Licensee subscribe their respective signatures and seals hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_(place), \_\_\_\_\_ Dist., Andhra Pradesh.

Licensor

Licensee

(Authorised Signatory  
on behalf of APSRTC)

WITNESS:

1.

2.

Signature of Bidder

[61]





Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone-II	Draft License Agreement

**Annexure -1**

**ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION**

O/o the Executive Director,

\_\_\_\_\_

Case No. \_\_\_\_\_

Dt: \_\_\_\_\_

To

[Successful Bidder]

[Address]

**//RPAD//**

**LETTER OF INTENT**

Sir,

Sub: Letter of Intent - Letter of Intent for "Licensing of annee\_Sq. Yards of uncovered Vacant site at \_\_\_\_\_ (place), District under OS:15 years Scheme" - Reg.

Ref: 1) Tender Notice No: \_\_\_\_\_

2) e-Tender ID: \_\_\_\_\_

3) Clarifications on pre bid queries dt. \_\_\_\_\_

4) Corrigendum to Tender dt. \_\_\_\_\_

5) Date of submission of Quotation Dt. \_\_\_\_\_

6) Financial Bid opened on dt. \_\_\_\_\_

7) Negotiations Dt. \_\_\_\_\_

\*\*\*\*

This has reference to the Price Bid offer dt. \_\_\_\_\_ submitted by you to APSRTC for licensing of\_Sq. Yards of uncovered vacant site of APSRTC at \_\_\_\_\_ (place), \_\_\_\_\_ District (the Site) under OS:15 years Scheme of APSRTC, in response to the Tender Notice vide ref. 1<sup>st</sup> cited & the Request for Proposal (RFP) issued by APSRTC.

Up on consideration of your offer for an initial monthly License Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the said Site, duly accepting to the terms and conditions of the Request for Proposal (RFP), APSRTC is pleased to inform that you are the preferred Bidder and pleased to issue this Letter of Intent (LoI), subject to the following terms and conditions:

Signature of Bidder

[62]



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone -II	Draft License Agreement

- 1) The License period is 15 Years only from the date of commencement of License Period. The commencement of License Period shall be 30 days from the date of issue of this LoI or the date of Licensing Agreement whichever is earlier and shall be considered as effective date of Agreement.
- 2) The Preferred Bidder shall fulfill the following requirements within 30 days from the date of issue of this Letter of Intent as a pre requisite for entering into the License Agreement:
  - a) To arrange a payment of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_ only) plus all applicable taxes (after adjusting the Bid Security / EMD amount of Rs. \_\_\_\_\_ paid by the preferred bidder to APSRTC at the time of tenders) towards non refundable, irrevocable 1<sup>st</sup> installment of Upfront Amount, i.e., 50% of the "Upfront Amount".
  - b) To arrange a payment of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_ only) towards interest free, refundable Security Deposit.

The above amounts shall be paid to the Licensor in the form of Demand Draft (drawn in favour of " \_\_\_\_\_ " on any Nationalised / Scheduled Bank (except Co-operative Banks) payable at \_\_\_\_\_ (Place)) or through NEFT / RTGS / online payment to the Licensor Current Account no: \_\_\_\_\_, IFSC Code \_\_\_\_\_, \_\_\_\_\_ Bank \_\_\_\_\_ branch, in favour of \_\_\_\_\_ (Name of Account).

Any failure on the part of the preferred bidder in fulfillment of the requirements mentioned above within 30 days from the date of issue of this LoI, shall render the bid offer liable for rejection and this LoI shall stand withdrawn with forfeiture of EMD amount to APSRTC.

- 3) As per terms & conditions of the Tender & RFP, the Licensee is required to make the following payments to the Licensor from time to time:
  - a) To arrange a payment of Rs. \_\_\_\_\_/- (Rupees: \_\_\_\_\_ only) plus all taxes applicable from time to time towards initial monthly license fee after completion of License Fee holiday period. This monthly license fee remains the same without any enhancement for the first three years from the date of commencement of license period and will be enhanced yearly by 5% from 4<sup>th</sup> to 10<sup>th</sup> year over that of the previous year and by 10% from 11<sup>th</sup> year to 15<sup>th</sup> year over that of the previous year.
  - b) To arrange a payment of Rs. \_\_\_\_\_/- (Rupees: \_\_\_\_\_ only) plus all applicable taxes towards non refundable, irrevocable 2<sup>nd</sup> installment of

Signature of Bidder

Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II Draft License Agreement
OS:15 years scheme, Request for Proposal, ED Zone <u>-II</u>	

Upfront Amount, i.e., balance 50% of the Upfront Amount, immediately on completion of 1 year, along with the license Fee.

5% discount is allowed on 2<sup>nd</sup> installment of Upfront Amount if the same is paid within 30 days of issue of LoI or the date of agreement whichever is earlier.

- c) The Licensee shall always keep 6 times of the monthly license fee of that year with the Corporation towards interest free, refundable Security Deposit throughout the License period, as defined in RFP.
- 4) The Preferred Bidder / Licensee shall bear & pay requisite Charges, Stamp Duty etc., to the Government on the License Agreement.  
  
Franking of the Agreement shall be under taken by the preferred bidder / licensee.
- 5) The Govt. of Andhra Pradesh issued GO. MS No. 141 of MAUD dated 06.06.2016 on change of land use of all vacant lands of APSRTC converting the land use into multiple use Zone. Still, if any further permissions are required from the Govt. or its Agencies or Local Bodies on Land use, the same shall be obtained by the Licensee at their cost.
- 6) All Taxes, including GST, Service Tax, VAT, Duties, Cess, Octroi, Registration charges, Stamp duties, Land use conversion Charges etc., or any other Taxes as prescribed by the Government of AP and / or Government of India and / or its Agencies and / or Local Bodies from time to time, shall be payable by the Preferred Bidder / Licensee only.
- 7) The Preferred Bidder shall conduct Joint inspection of the proposed Site along with the Dy. Executive Engineer / APSRTC / \_\_\_\_\_ within 10 days from the date of issue of this LoI.
- 8) The Preferred Bidder / Licensee shall be governed by all the Statutory Laws & Provisions enacted & prescribed by the State / Central / other Government Agencies (Local Bodies) from time to time and obtain requisite license / permission / approval as may be necessary or required from time to time to carry out their business and for construction of structures & infrastructure facilities.

In addition to the above, the Preferred Bidder / Licensee shall comply with all the other provisions / requirements of the tender document in their entirety.

Signature of Bidder



Licensing of (9) Nos. of uncovered vacant lands of APSRTC.	Volume II
OS:15 years scheme, Request for Proposal, ED Zone <u>-II</u>	Draft License Agreement

This communication by itself does not give any right or contractual relationship with APSRTC. Any such right or relationship shall come into effect only on fulfilling the above said conditions and execution of the License Agreement.

The receipt of this LoI be acknowledged by signing the duplicate copy as a token of acceptance within 7 working days from the date of receipt of this LOI. A suitable date for execution of the License Agreement which shall in no case be later than 30 days from the date of issue of this Letter of Intent be intimated.

Yours Sincerely,

Executive Director Zone \_\_\_\_\_

Copy to DPTO/\_\_\_\_\_for favour of information & n/a.

Copy to EE/\_\_\_\_& Dy.CTM(O&C)/\_\_\_\_\_for infn & n/a.

Copy to Dy.EE/\_\_\_\_\_for infn & n/a.

Signature of Bidder

[65]

