



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

*For*

*Allotment of vacant sites of KSRTC or  
establishing Retail Oil Outlets of Oil Companies on  
Payment of monthly rent and commission on sale of  
fuel and Non-fuel products*

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# **REQUEST FOR PROPOSAL**

## **VOLUME 1- INSTRUCTIONS TO BIDDERS**

**Karnataka State Road Transport Corporation**  
**Traffic (Commercial) Department**  
**Central Office: BENGALURU**

#	Particulars	Details
(a)	Name and address of the procuring entity	Karnataka State Road Transport Corporation, KH Road, Bengaluru – 560027.
(b)	Designation and address of the Tender Inviting Authority	Chief Traffic Manager (Commercial), KSRTC, Central Offices, K.H. Road, Bengaluru – 560027.
(c)	Name of the Service	Allotment of vacant sites of KSRTC for establishing Retail Oil Outlets of Oil companies on payment of monthly rent and commission on sale of fuel and non-fuel products.
(d)	Date up to which and place from where bid documents can be obtained	<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a> Date: -09-2021, 1800 hrs.
(e)	Pre-bid meeting	Date: -09-2021, 1100 hrs. Place: Conference Hall, Ground floor, KSRTC, Central Office, K.H. Road, Bengaluru-27
(f)	Earnest Money Deposit payable at the time of submitting the Bid response documents	Total Rs...../- [.....only]. a) Rs.500/- through e-portal by e-payment b) Rs...../- through DD in favour of CAOFA, KSRTC, Bengaluru-27 (to be submitted along with the original document)
(g)	a) Due time and date for receipt of the bid through e-portal b) Last date and time for submission of hard copies of tender documents	a) -....-2021 at 1800 hours b) -....-2021 at 1700 hours
(h)	Time, Date, and Place of opening the Bid document	Technical bid on -....-2021 at 1100 hrs Financial Bid on -....-2021 at 1100 hrs Place: Traffic (Commercial) Department, KSRTC, Central Office, K.H. Road, Bengaluru-27
(i)	Tender Document / Application Charges in the form of DD in favour of CAOFA, KSRTC, Bengaluru-27 (to be submitted along with the original documents)	Rs...../- (including GST @18%)
(j)	Tender processing fee through e-portal	Rs.550/- or fee as applicable through e-portal by e-payment
(k)	KSRTC Contact Information	<b>Chief Traffic Manager (Commercial), Karnataka State Road Transport Corporation (KSRTC), Central Offices, Sarige Bhavana, K.H. Road, Bengaluru – 560027</b> Telephone: 7760990010 / 9606037747/ 7760992737 / 7760918899 / 6366953363 Email: <a href="mailto:ctmcom@ksrtc.org">ctmcom@ksrtc.org</a> Landline: 080-2222 1321 Extn: 211, 302, 332 Fax: 080-22237465

## 1. DISCLAIMER

The purpose of this RFP is to provide information that may be useful to interested bidders to facilitate them in preparing their bid/proposals (“**Bid**”). The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or fully correct. Each Bidder should, therefore, conduct their own investigations and analysis/survey and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KSRTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidders or prospective Bidder under any law, statute, rules or regulations or 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

KSRTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

KSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that KSRTC is bound to select a Bidder /prospective bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and KSRTC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KSRTC or any other costs incurred in connection with or

relating to its Bid. All such costs and expenses will remain with the Bidder and KSRTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 1. ORGANIZATION PROFILE:

Karnataka State Road Transport Corporation (KSRTC) was established in August 1961 under the provisions of the Road Transport Corporation Act 1950 with the objective of providing adequate, efficient, economic and properly coordinated road transport services. Some key statistics relating to KSRTC are as follows (As on August 2021 end)

	Description	KSRTC
1	Depots	83
2	Divisions	17
3	Bus stations	167
4	Vehicles	8270
5	Schedules	6514
6	Schedule Kms per day	18.64 lakh
7	Average traffic revenue per day	587.00 lakh
8	Average passengers travelled per day	15.70 lakh
9	Staff	36280
10	Staff ratio per schedule	5.57

The facilities at Bus Stations include all transport facilities under one roof, Drinking Water, Seating Arrangements, Toilets, Canteen Facilities, Reservation Counters, ATM facilities, Two Wheelers and Four Wheelers Parking Facility, Digital Display and Intelligent Transport System, Public Addressing System, Commercial Establishments and Offices, Tourist Information System, Crew Rest Room, Cloak Rooms etc.

## 2. OBJECTIVE AND SCOPE OF WORK:

KSRTC is providing transport facility throughout the State and all neighboring states. KSRTC is having its administrative jurisdiction in 17 districts of Karnataka, intend to continue revenue generation through their infrastructure to get additional commercial revenue. The Corporation's role in this business will be strictly confined to provide suitable space on its open space locations for installing & running fuel station by Indian Oil companies on payment of rent and commission to Corporation.

KSRTC invites tenders from the interested parties for the Grant of License / revenue sharing basis for setting up of new fuel outlets by Indian petroleum registered by PSU Oil companies to establish, operate and maintain the fuel stations at 21 locations in the jurisdiction of KSRTC by their own cost further they can also install CNG (Compressed Natural Gas) stations, Electrical Power charging station for e-vehicles and also amenities like food court, ATM etc., in the proposed locations on the basis of revenue sharing to the Corporation.

The interested prospective bidders (PSU oil companies) are requested to visit the locations before submitting the tender documents and offer as per bid Document.

KSRTC proposes 21 locations in the jurisdiction of Corporation for setting up of fuel station and other non-fuel business activities as per terms and conditions explained in this tender document. The details of places along with area, monthly rent are shown as below:

Sl No	Division name	Location	Plot size (in MxM)	Monthly Rent (in Rs)
1	Mysore Rural	Bherya (KR Nagara)		
2	Manyda	Jakkanhalli (Mandya district)		
3	Mandya	Nagamangala		
4	Mysore Urban	Mysore (Bannimantapa)		
5	Shivamogga	Honnali (Bus station)		
6	Hassan	Hassan (new bus station)		
7	Hassan	Hassan (Ring road)		
8	Chikkamagalur	Arasikere Depot		
9	Chikkamagalur	Mudigere		
10	Chikkamagalur	Bhanavara		
11	Mangalore	Mangalore (Divisional work shop)		
12	Ramanagara	Harohalli		
13	Ramanagara	Channapattana		
14	Tumakuru	Madhugiri		
15	Tumakuru	Sira		
16	Tumakuru	Nonavinakere		
17	Kolar	Srinivasapura		
18	Chikkaballapura	Doddaballapura Depot		
19	Bangalore Central	Nelamangala (High		

	Division	way)		
20	Chitradurga	Holalkere (training center)		
21	Mysore Rural	Piriyapattana		

1. The Bidder can apply for any of individual location or more than one location.
2. The monthly rent per location is fixed as shown above. Apart from this the bidder needs to pay the GST @18% over the rent on every month to KSRTC.

### 3. Key information Details

1. Project Installation, Operation and Maintenance of Fuel station by PSU Oil manufacturing Companies in KSRTC premises on payment of Monthly Rent for each locations and percentage (%) of commission per Litre/Kg payable by them on sale of fuel and non-fuel products. Also revenue sharing in non-fuel commercial establishments.
2. Perspective bidder the Bidder shall be an Oil Manufacturing Company owned by Public / private Sector Undertaking.
3. Lessor is Karnataka State Road Transport Corporation (KSRTC)
4. Evaluation of Tender will on the basis of QCBS.
  - The successful bidder shall be decided based on the highest percentage of commission per litre/Kg (H1) out of commission payable by the respective dealer from the sale of Petrol, Diesel, Lubricants, Grease, CNG / charging station for each location along with monthly ground rent fixed. Also commercial revenue sharing.
  - The amount quoted is exclusive of all Taxes.
  - The company have to pay all taxes levied by the Central and/or State Governments or their agencies or local bodies.
  - Separate bids have to be uploaded by the Bidders for each and every location (site).
  - Apart from payment of commission amount payable by the respective dealer from the sale of Petrol, Diesel, Lubricants, Grease, CNG and charging station for each location shall also pay the monthly rent for each location.

### 6. Project Details

- The Lessee Shall construct, Install, operate and maintained the fuel outlets as per the approved plan and design from concerned department/Authorities in his own cost also take up repair during the contract period by bidder himself.
- The Lessee Shall also pay any taxes, cess, fees, levies to concerned



department/Authorities/local bodies in this regard.

- The fuel outlets can be maintained by bidder himself or he can appoint any dealer and KSRTC make all transaction with the lessee only.

### **7.Contract Period**

The agreement shall be for a period of 15 years and further extendable for a period of another five (5) years based on the satisfactory performance of successful bidder.

### **8. Civil works :**

The Lessee Shall provide Brick Masonry Compound wall of required height along the RTC boundary at its own cost. Wherever the sites are abutting Bus Depot the height of the Compound wall shall be 7 feet.

**9.Suggested Project Components :** For installation of fuel Oil Outlets and connected facilities like Automated Teller Machine (ATM), Charging Stations, Internet Centre, Beverage any other commercial space as per requirement and the Applicable Bylaws.

**10. Guidelines / Controls /permissions:** As per Government, Municipal and any other Statuary Authorities. Including Explosive License and necessary Permission including Change of land use conversion if necessary.

**11 Prequalification Conditions:** As per Tender document.

### **12 Monthly Rentals :**

1. The bidder can apply to any of individual location or more than one location.
2. The successful bidder needs to pay monthly rent per location to Corporation and this rent will be escalated by 5% on every year over the previous year.
3. Along with monthly rent, bidder should also pay the percentage commission out of sale proceeds Petrol, Diesel, Lubricants, Grease, CNG and charging station and on non-fuel business for each location.
4. In case of revision of payment of commission to dealer, bidder shall pay the percentage commission to KSRTC out of payable to dealer on revised rate.
5. Delay in payment of Lease rentals attract 18% interest per Annum. NOC shall be obtained by the respective Oil Company and KSRTC will assist the successful/selected bidder in this regard.

### **13 Revenue sharing on non -fuel business :**

The bidder shall pay 20% of the Commercial rent generated on leasing of retail oil outlet premises for amenities like Bank ATM / Bakery / Departmental stall /Soft Drinks/ Dairy Products etc., to KSRTC on every month. The selected bidder shall share the sub-let agreements.

**14 Bid Validity :** The pre-qualification and financial bids shall be valid for a period

of six (6) months from the closing date of submission of the proposals.

**15 Application fees, EMD and Security Deposit Cost of RFP/ Tender Document :**

- Application fees of Rs. 1000/- separately for each site.
- EMD amount of Rs 1,00,000/- separately for each site.
- An interest-free refundable Security Deposit of Rs.3.0 lakh per location or six (06) times monthly rent for each locations whichever is higher shall be deposited by the oil companies at the time of entering into the Agreement.

**16 General terms and conditions :** Details are Explained in RFP document.

**17 Signing of Lease Agreement :** After selection, a Letter of acceptance ( “LOA”) shall be issued, in duplicate by KSRTC to the Successful Bidder and the Successful Bidder shall, within 07 working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, KSRTC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder, and the next eligible Bidder will be considered. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Lease Agreement within 15 working days from the receipt of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Lease Agreement.

**18 Lead Period:**

1. The Successful bidder shall obtain the NOC from the concerned Departments/Ministry within Three (3) months (90 days) from the date of issue of letter of Acceptance (LOA) for setting up of fuel stations.
2. The Successful bidder will be given Three (3) months (90 days) rent-free period for setting up of fuel stations from the date of issue of NOC.
3. The Successful bidder is given Three (3) months (90 days) time each to obtain the NOC and for construction to set up fuel Station. Both works should be completed before six (6) months from LOA. Suppose, if the above works are not completed within Six (6) months, extension period of Three (3) months will be provided with penalty. MD KSRTC is authorized to provide the extension and waive off /Fix the penalty amount for the delay period.
4. If the above works are completed and commercial operations are commenced before six months time, then the payment of rent and percentage commission will start from that date itself.

**4. OTHER MAJOR COMPONENTS OF THE PROPSOAL :**

The major components of the proposal for setting of fuel stations and non-fuel business on the proposed locations are as follows:

1. The total list 21 locations are proposed for installation of new fuels outlets are shown at Annexure-A.
2. The PSU /Private Oil Manufacturing companies can participate in bidding process for installation, operation and maintenance of the fuel outlets and other commercial business.
3. The successful bidder shall prepare detailed conceptual plan layout, design, drawing etc as per provisions of the relevant laws / bye laws governing such constructions for setting up of new fuel stations and should take approval and NOC from the concerned Government department or Ministry.
4. The constructions and establishment of new fuel outlets, CNG, Power charging stations and Bank ATM, food court etc should be undertaken/ approved as per the guidelines issued by concerned local / Government departments.
5. Commission on sale of Fuel / Oil shall be as per standard norms of respective PSU / Private Oil companies.
6. Constructions of fuel station and other non-fuel business like establishing the CNG and electrical charging power stations other commercial activities shall be under taken by the bidder in the allotted premises in coming days subject to written approval from KSRTC.
7. To obtain firsthand information on the proposed location the bidders are encouraged to pay a visit to the each of the locations before submitting their bid. The perspective bidders are required to inform the KSRTC officials regarding their visit well in advance. The bidder must fully familiarize themselves with the local conditions of the site and take them into account while preparing their proposal for participating in the bid.
8. The cost of bidding proposal for the contract including visit to the locations and other costs will not be borne by KSRTC and also KSRTC will in no case be responsible or liable for any such cost regardless of conduct are outcome of bidding process.
9. The fuel outlets can be maintained by bidder himself or he can appoint any dealer on his behalf have no/ any transaction or relations with dealers appointed by bidder. However, the appointment of dealer and is detailed should be intimated to KSRTC in writing.
10. The bidder should develop a good, aesthetic landscaping at the each of the locations and also maintain it properly.
11. KSRTC is not bound to accept any of the bidding proposal submitted and reserves the right to accept or reject any or all the bids without assigning any reasons thereof.
12. The bidder can submit their commercial offer to any or all locations.
13. The bidder would be liable for disqualification if he :

- a) Has made misleading or false representation or deliberately suppressed the information in any of the submission made by him.
- b) Has record of financial failure/ weaknesses or has been black listed or been terminated due to which failure during last five years.
- c) Is under a declaration of ineligibility for corrupt and fraudulent practices or debarred from any of the institutions or department etc.
- d) Has tampered with the bid documents in any manner.

## 5. INVITATION TO BIDS & INSTRUCTIONS TO BIDDERS

1. KSRTC intends to offer its **21 land** parcels for installation of Retail Oil Outlet (RO) by Oil Companies and to operate the oil outlet by itself / or as a Dealer to generate commercial revenues for a lease period of 15 years from the date of signing of agreement, of which 6 months time period (moratorium period) is for obtaining building approvals from local bodies (excluding NOC for installation of RO), installation / erection of oil outlet by selected oil company (moratorium period).
2. KSRTC is issuing Request for Proposal (RFP) document i.e. tender document for “Development of ..... sites of KSRTC by Installation of Retail Oil Outlets by Oil Companies through e-tender on Karnataka e-procurement portal. Interested Oil Companies having refineries (bidders) for the Design, Finance, Construction, Installation, erection, operation and maintenance of the said sites separately.
3. The RFP document for the project comprises of the following:

Volume – I	Instructions to Bidders
Volume – II	Draft Agreement

4. The Bidder shall be an Oil Company of Public Sector Undertaking or of Private Sector Company having Oil Refinery.

## 6.TENDER DOCUMENT :

1. Bidders are requested to participate in e-tender through **eproc. Karnataka .gov.in only. No offline bids are accepted.** The Bidders are requested to download the Tender Document (RFP) through **e-procurement portal of Karnataka** or from the web **www.ksrtc.karnataka.gov.in**. The

Bidders are requested read all the terms and conditions mentioned in the tender document and seek clarification, if any, from the Tender Inviting Authority on behalf of KSRTC i.e. Chief Traffic Manager (Commercial), KSRTC, Saarige Bhavana, Central Offices, KH Road, Bangalore-560 027.

2. General terms and conditions of Tender form part of RFP Document which includes instructions to bidders as well as draft agreement.

**7.TIMELINES:**

Event Description	Date
Last date for submission of Bids on e-procurement portal	..... at 18:00 hours
Pre-bid meeting	Date: ....., 1100 hrs. Place: Conference Hall, KSRTC, Central Office, K.H. Road, Bengaluru-27
Submission of Copies of the Documents uploaded (Original Documents) at KSRTC offices.	..... at 17.00 hours
Opening of Technical Bid	..... at 11:00 hours
Financial Bid	..... at 11.00 hours

**7.Pre Bid meeting :**

A Pre-Bid meeting will be held at Conference Hall, Ground floor, KSRTC, Central Office, K.H. Road, Bengaluru-27 as specified in the schedule of bidding process. During the course of Pre-Bid meeting, the Bidders may seek clarifications and make suggestions to KSRTC for consideration. The bidder is requested to submit questions on mail id [ctmcom@ksrtc.org](mailto:ctmcom@ksrtc.org) not later than 3 days before the meeting. KSRTC will host the response of pre-bid on e-tender-portal. Any modifications of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by KSRTC exclusively through the issue of an Addendum and not through pre-bid response. KSRTC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate queries for facilitating a fair, transparent and competitive Bidding Process.

## **8. PREPARATION OF BID PROPOSAL:**

1. The bidder is requested to submit the relevant documents as mentioned in the prequalification criteria and should be submitted through online.
2. The monthly rent for land and percentage of revenue sharing from the amenities is payable to the KSRTC for the operation period after completion from the date of lead period.
3. The escalation of monthly land rent will be 5% after every year over the previous year rent.
4. The bidder to start the construction works on the proposed location and complete within the stipulated period. If constructions and establishment of fuel stations is not started within stipulated period of time, in such case his EMD or Security deposit will be forfeited to the Corporation and agreement will be terminated specifically for such location/site only.
5. The successful bidder shall be awarded based on the highest rent / share of revenue i.e. H1 for each of the locations mentioned in Annexure-A.
6. The successful bidder can quote rate of % rentals for food court, ATM etc., based on the market value of the prevailing area and the products shall not be sold at the higher than MRP in the proposed location.
7. The bidder shall ensure that all point of sale systems used by bidder or their sub-contractor are fully automated.
8. The monthly sale data regarding fuels, related products, CNG, Power charge and other shall be made available to KSRTC for each of the locations. The MIS reports regarding daily sale and transactions of fuel and related accessories shall be made accessible to KSRTC through online i.e. a separate dashboard needs to be created for KSRTC. Shall also install, operate and maintain a computer system and Central Server with the round the clock connection to the network of KSRTC for accessing the data for efficient and transparent regulation.
9. The bidder shall also provide CCTV surveillance in the proposed locations for sharing records at the discretion of the KSRTC.
10. The bidder shall maintain a separate set of books of accounts for keeping records of sale of fuels and related accessories and revenue generated for each of the locations. The bidder shall submit the books of accounts as deemed by KSRTC at any time till the period of contact.
11. User shall not be charged for Parking facilities, Wash room, Drinking water, First aid facilities etc.
12. The bidder shall adhere to the guidelines issued by concerned department/ professional bodies including Ministry of Petroleum and Natural Gas, Energy Department etc. for installation of fueling stations and other amenities.

13. The bidder should take into account the Policies, Rules and Regulations of local / State Government also while submitting their proposals.
14. The bidder will also bear all duties, taxes, royalties and other levies payable under the laws, Rules and Regulations of the Central Government, State Government and local bodies. The KSRTC will not reimburse any tax or liabilities on account of this.
15. The bidder shall submit offers as per the requirement of the bidding documents. The conditional offers or alternative offer will be summarily rejected.
16. KSRTC shall have sole right to allot additional space or select other person or agency in the vicinity of proposed locations for similar or other commercial activities.
17. At any time before the submission of proposals, KSRTC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm and deemed fit by the authority, may modify the Bidding Documents by amendment. The amendment will be notified through e tender-portal for this tender and will be binding on all bidders. KSRTC may at its discretion extend the deadline for the submission of proposals.
18. At any time prior to the Bid Due Date, KSRTC may amend the RFP document by issuing an Addendum / Corrigendum. Any Addendum / Corrigendum thus issued shall be part of the RFP document and shall be uploaded in the e-procurement platform of Karnataka Government. The addendum / corrigendum can be viewed from website **www.ksrtc.karnataka.gov.in** also.
19. The Bidders have to keep track of any changes in terms and conditions of Tender by viewing the Addendum / Corrigendum issued by the Tender Inviting Authority from time-to-time, in the e-procurement portal or from ksrtc website. No separate intimation in respect of Addendum / Corrigendum to this NIT (if any) will be sent directly who have downloaded the documents from website.
20. Draft Land Bidders Deed /Agreement is provided for guidance to the bidders. Necessary conditions provided in the instructions to bidders or through Addendum / Corrigendum will be included in the final Agreement. Conditions provided in the draft deed is also form part of this RFP.
21. The intending bidders shall register as buyers on e-procurement portal for participating in e-tender. With regard to registration as buyers, the intending bidders are requested to contact e-procurement cell of Government of Karnataka on Arvinda Bhavana, Nrupatunga Road, Bangalore for necessary help in concluding the registration. Necessary applicable charges including taxes shall be paid by the intending bidders to e-procurement of Karnataka for the purpose of registration as buyers. Registered buyers only are allowed to participate in e-tender.

## **10. PRE-QUALIFICATION CRITERIA:**

1. The Bidder shall be an Oil Manufacturing Company owned by Public Sector Under (PSU) or Private sector oil company.
2. The bidder should be a registered company under Companies Act, 1956 of India. ( the copy of registration certificate shall upload).
3. The Bidder should have a registered number of GST/VAT / Sales Tax where his business is located(upload scanned copies).
4. The bidder should have direct experience and proven track record of oil (Diesel and Petrol) marketing, establishing and running fuel stations across India for the last minimum 05 years of experience.
5. The bidder have a minimum net worth of Rs. 1000.00 Crores. Valid supporting documents along with a certificate from Chartered Accountant should be upload.
6. The Bidder should have minimum annual average turnover of Rs.15.00 crore for consecutive Three (3) years, i.e. 2018-19, 2019-20 and 2020- 2021(upload scanned copy)

## **11. EARNEST MONEY DEPOSIT:**

1. The e-portal fee of Rs. 500/- is to be paid through e-payment mode.
2. The Earnest Money Deposit (EMD) amount of Rs. 100000.00 ( Rupees one lakhs) is fixed for each location is to be paid in the form of epayment mode like RTGS/NEFT/Debit/Credit card.
3. The scanned copy of receipt or UTR should be upload in e-Portal before Last date for Submission of Bids in e-Portal.
4. Any tender without the payment of Earnest Money Deposit (EMD) will be rejected.
5. No interest shall be paid on Earnest Money Deposit
6. The Earnest Money Deposit of the successful Tendering Party will be adjusted along with Security Deposit.
7. The Earnest Money Deposit will be returned within 30 days of the end of the bid validity period.
8. The Earned Money Deposit will be forfeited:
  - a) if the bidder withdraws the bid after its submission during the period bid validity or extended bid validity.
  - b) In case of successful bidder if he fails to sign the agreement within specified



time limit.

**12. APPLICATION FEE:** The Application Fee/Tender process fee is Rs.1000/- (One thousand Rupees only) ( inclusive of GST) shall be pay through DD drawn in favor of CAO-FA KSRTC, Bangalore before opening date and time of technical bid to the office of tender inviting authority.

**13. SUBMISSION OF TENDER DOCUMENTS :**

- 1.The Tender shall be submitted through e-Procurement Portal (<http://eproc.karnataka.gov.in>). Bidder need to register the eProcurement portal to submit their bids online. The tender document can be viewed free of cost on the e-Procurement Portal.
2. Annexure-B: Format of Covering Letter (to be signed scanned and uploaded)
3. The Bidder should Scan and upload filled Application forms as per Annexure-C.
4. The Bidder should Scan and upload filled forms towards payment of application fees and EMD amount as per Annexure-D.
5. Annexure-E :Experience certificate (copy shall uploaded)
6. Annexure-F: CA Certificate (to be filled and uploaded in the same file and format) of Details of financial turnover and net worth.
7. Annexure-G: Self declaration format (copy shall uploaded)
8. Annexure-H: Format for non-blacklisted /Debarred (copy shall uploaded)
9. Annexure-I: Format of Power of Attorney (copy shall uploaded)
10. Annexure-J
11. Annexure-K: Format of declaration for payment towards non fuel business activities (copy shall uploaded)
12. Address and PAN Card: Bidder should submit his PAN card and his address proof shall be scanned and uploaded in the e-Procurement portal (Scan and Upload the copies)
12. The online payment of receipt or UTR/e payment receipt towards payment of EMD should be uploaded.
13. Managing Director KSRTC reserves its right to reject at any time any or all the tenders without assigning any reason thereof. Any attempt to contact anyone regarding matters relating awarding of the contract will disqualify the Tendering Party.

14. All the tender forms that are opened will be scrutinized on the basis of documents and information furnished by Tendering Party's along with the tender document.
15. The KSRTC may obtain only bonafide clarifications whatever required and Tendering Party's will abide to clarify the same within stipulated time.
16. The bidder shall make such investigations and inspections of the locations as it deem necessary, prior to participating in bids. KSRTC makes no representations, covenants or warranties with respect to the locations. Bidders accepts the locations are as is where is basis (in as-is condition)
17. All costs incurred by bidder in making this offer in providing clarification or attending discussions, meeting site, visits and any other expenses should be borne by bidders only.
18. The bidder must submit the original/Certified copies of the documents which are uploaded in the e-portal to the office addressed to

**THE CHIEF TRAFFIC MANAGER (Commercial),  
KSRTC, Central Offices, KH Road, Bangalore-560 027.**

19. The proof of eligibility and financial offer both duly completed which shall be signed by the authorized representative of the bidder must be submitted.
20. All pages of the documents must be initialed by the authorized signatory and sealed by authorized for signing the proposal. The authorization of the authorized signatory must be confirmed by notarized power of attorney accompanying the proposal.

#### **14. SUBMISSION OF FINANCIAL OFFER :**

1. The bidder will have to quote his offer in e- Portal only.
2. The bidder shall have to quote his financial offer rent + percentage of commission amount per liter/kg out of payable to respective dealer from the sale of petrol, diesel, lubricants, grease plus percentage of rentals for commercial outlets.
3. The bidder shall quote the percentage of share of revenue expressed in %.
4. The bidder quoting the highest revenue share shall be declared the successful bidder subject to qualification in technical bid and to the approval of KSRTC.
5. The above quoted commission in percentage is exclusive of all Taxes, cess, levies etc. And is also clear of all deductions.
6. The Commercial offer shall not be submitted in hard copy.
7. Only offer submitted through e-procurement portal, will be considered for evaluation.

8. Commission on sale of Fuel Oil shall be as per standard norms of respective PSU Oil Companies. For others, the Commission on sale of Fuel Oil shall be as per standard norms of PSU Oil Companies or Commission norms of the respective Oil Company whichever is higher.
9. The bidder shall intimate to the Corporation regarding any revision of commission amount payable to dealer as and when it takes place.
10. In case of revision of payment of commission to dealer, bidder shall pay the percentage commission out of payable to dealer on revised rate to KSRTC on every month.

**15. OPENING OF TENDERS :**

1. The Tenders will be opened online on the due date and time at the Office of Chief Traffic Manager (Commercial), KSRTC, Central Offices, Bangalore- 560 027.
2. The Bidders or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates.
3. The commercial bids of the Bidders, who are pre-qualified will only be opened.

**16. RIGHT TO CANCEL THE PROCESS:**

1. The KSRTC may cancel the bidding process at any time without assigning any reason. The KSRTC makes no commitments, explicit or implied, that this process will result in a business transaction with anyone.
2. This document does not constitute an offer by KSRTC.
3. KSRTC may invite the bidder for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by KSRTC to execute a license or to continue negotiations.
4. The KSRTC may cancel negotiations at any time without assigning any reason.

**17. VALIDITY OF BIDS:**

1. The pre-qualification and financial bids shall be valid for a period of six (6) months from the closing date of submission of the proposals
2. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
3. KSRTC may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses there to shall be made in writing to

KSRTC. However, KSRTC reserves the right to take any decision in this regard.

**18. CLARIFICATION OF OFFER:**

All the Bid forms will be opened and scrutinized on the basis of documents and information furnished by the Bidder along with the tender document. The KSRTC may obtain clarifications wherever required and the Bidder will abide to clarify the same within the stipulated time.

**a. LANGUAGE OF BIDS:**

1. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the KSRTC and will not be returned.
2. If any documents are issued in a language other than English, official translations of them to English languages are required. Also, officially notarized certified copies of the primary document, the translation and the certificate of accuracy have to be submitted.

**b. RIGHT TO ACCEPT/REJECT ANY OR ALL PROPOSAL:**

1. Incomplete offer / tender received after the stipulated time and date, financial offer through internet and not accompanied by EMD (DD or Online payment), Supporting documents (Hard copy or Online attachments) will be rejected.
2. The bids / offers made under this tender shall be valid for a period of six months. The bidder shall not withdraw or revise the tender during this period. In case of bidder revises or withdraws his tender during this period, the EMD / security deposit remitted by him shall be forfeited in addition to other remedies open to the Corporation in respect of loss which may be caused due to such withdrawal of alteration.
3. All communications to the successful bidders through email / letter /WhatsApp/ SMS to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.
4. KSRTC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of license, without thereby incurring any financial or other liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for KSRTC's action

If any statement made in application or in the documents enclosed herewith or subsequently submitted in pursuance of the application by the bidder at any stage is found to have been suppressed/misrepresented/incorrect or false, the bid is liable to be rejected without assigning any reason and in case the bidder has been

appointed as successful bidder the agreement is liable to be terminated.

- c. **EVALUATION OF BID:** Two-part Bid System shall be followed for the bid evaluation. The evaluation committee KSRTC will open the bids on the date and time mentioned in the notification. The first part would be pre-qualification criteria and technical evaluation. Second part would be financial evaluation. The details of evaluation have been explained below.

**19. Evaluation against qualification criteria:**

1. The first stage of evaluation would involve examination of the bid documents of each of the bidders against the pre-qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other attributes claimed therein are consistent with the needs of this service. These conditions have been listed down under the section “Pre-Qualification Criteria”. KSRTC may ask bidders for additional information, visit to bidder’s site and / or arrange discussions with their professional, technical authority to verify claims made in bid documentation. 1. The technical proposal must NOT contain any pricing/financial information.
2. **Financial evaluation:** The financial bids of only such bidders who meet each of the pre-qualification criteria mentioned would be opened for financial evaluation. The financial evaluation will take into account the information supplied by the Bidders in the financial proposal, and the same shall be evaluated in accordance with the evaluation criteria specified in this document. The financial evaluation would be based on H1 as described in this Tender document i.e. the bidder with the highest financial quote shall be eligible for award of license. 3. The financial bid should not be conditional and no technical information should be provided along with the financial proposal.
4. The technical bid will be opened first, the technical bid so opened shall be evaluated & whether the same is acceptable or not will be decided by an authorized committee, whose decision shall be final.
5. The financial bid of only those bidders, whose technical bids are found acceptable shall be opened in the presence of bidders, at the place and time mentioned in tender.
6. The highest value of the share of the revenue in percentage (%) quoted by the responsive bidder will form the basis for award.

**a. NOTIFICATION OF THE AWARD(LOA) AND SIGNING OF AGREEMENT:**

1. The bidder shall provide all the information sought under this tender documents. KSRTC will evaluate only those bids that are received through online in the required formats complete in all respects. Any documents or

certificates shall be submitted physically in original by bidder of the declaration of bid evaluation result by the KSRTC. Bidders failing to submit the original documents required as per above shall be unconditionally and solely rejected.

2. The KSRTC shall issue a Letter of Acceptance (LoA) to the Successful Bidder by writing, the Successful Bidder shall accept the LoA and submit the Acknowledgement to KSRTC within seven (7) working days from the date of issue of LoA.
3. The selected bidder will have to enter into a written agreement with Chief Traffic Manager (Com), KSRTC, within 15 working days from the date of issue of letter of acceptance (LOA), failing which his selection will be cancelled and the EMD / Security deposit amount paid by bidder will be forfeited to the Corporation.
4. The bidder whose bid has been accepted will be notified for the award by the KSRTC prior to expiration of the bid validity period by Letter, e-mail confirmed by register letter.
5. The agreement will be signed with KSRTC as per Annexure-L after payment of security deposit amount and signed the agreement within Fifteen(15) days from the issue of letter of acceptance, failing which the bid EMD / Security deposit will be forfeited.
6. Land Agreement shall have to be concluded separately for each site after obtaining NOC.
  
6. The selected Bidder shall not be entitled to seek any deviation in the Lease Agreement.
7. The selected Bidder after entering into the Agreement with the Corporation becomes Lessee.
8. On signing of the Agreement, the site is vested with the lessee on “as is where is” basis. Prior to signing the Agreement both parties shall make survey of the project site.
9. The selected bidder after entering into Land deed (Lessee) shall provide all the Retail Outlet facilities as per good industry practice.
10. The Bidder shall obtain and maintain at their own cost all Applicable Permissions connected with the establishment and shall renew all licenses, permits for storage and handling of Petroleum and Petroleum allied products in time, at their cost, and comply with all applicable Laws and Permits in accordance with good industry practice during the subsistence of the lease agreement.

11. Mandatory compliance of all environmental norms of the State and Central Governments shall be applicable for the project and the RO facilities shall be provided by the bidder as per such norms.

**b. CORRUPT OR FRAUDULENT PRACTICES:**

1. KSRTC will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the bidder ineligible, either indefinitely or stated period of time, to be awarded a contract with KSRTC, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for contract or in execution.
2. KSRTC requires the bidders to strictly observe the laws against fraud and corruption enforced in India namely, “Prevention of Corruption Act 1988”

**20. EVALUATION CRITERIA:**

- a. The offers will be evaluated for each location individually.
  - b. The successful bidder shall be decided based on the highest percentage of commission per litre/kg (H1) out of commission payable by the respective dealer / bidder from the sale of Petrol, Diesel, Lubricants, Grease, CNG and charging station for each location subject to fulfilling the pre-qualification criteria.
  - c. The methodology used for evaluating bidders (who qualify in technical proposal) based on the rates quoted by them in their financial bid shall final and binding to all bidders. KSRTC shall not entertain any queries on its evaluation methodology for (H1) bidder.
  - d. In the event of cancellation of any selected bidder / successful bidder for any reasons, KSRTC reserves the right to select the next highest bidder.
  - e. In case more than one Tendering Party’s have quoted the identical rates, for any of locations, Negotiation will be held with the applicants, who quotes higher rates will be selected.
  - f. The successful bidder shall also pay the monthly land rent along with percentage of commission per litre /kg (H1) out of commission payable to the respective dealer from the sale of Petrol, Diesel, Lubricants, Grease, CNG and charging station.
1. Economic License fee of first month is the Bid Parameter and the bidder shall offer their highest quote separately for each site, exclusive of all taxes.
  2. The bid offer shall be in Indian Rupees only.

3. The amount quoted by the firms through online e-tender is exclusive of all Taxes. The selected bidders have to pay all taxes levied by the Central and / or State Governments or their agencies or local bodies.
4. The Bids will be finalized, based on the highest monthly License fee offered by the Bidder separately for each and every site + plus commission on sale proceeds +percentage of rental quoted.
5. Bids that are not consistent with the requirements as specified in this RFP may be considered non-responsive and may be liable for rejection.
6. The decision of KSRTC in accepting the offer is final.

**22. SECURITY DEPOSIT :**

- i) The Security deposit shall be Rs.3.0 lakh per location for particular land/ location payable whichever is higher shall be paid within 15 days of the letter of award. After adjusting EMD amount the remaining difference amount shall be paid in the form of RTGS/NEFT or the Demand Draft in favor of CAO/FA, KSRTC, Central Office, Bangalore payable at Bangalore within 10 days of the letter of award.
- ii) The security deposit will not be accepted in any other form.
- iii) The Bid Security Amount / EMD paid by the bidders shall be adjusted towards the Security Deposit payable by the bidder for the later of the agreements.
- iv) No interest shall be paid on the security deposit.
- v) The Security Deposit will be refunded after completion of the agreement period or unless terminated by the KSRTC after deducting the amount due, if any.
- vi) In the event of bidder commits a breach of any of the terms and condition of the contract or fails to observe or comply with any of the requirements under this contract, the KSRTC shall be entitled to forfeit the security deposit either in whole or in part at its discretion without prejudice to other rights and remedies open to the KSRTC and it shall be binding on bidder.
- vii) The successful bidder shall have no right to claim that the security deposit be utilized for payment of any dues to KSRTC.

**22. CONTRACT PERIOD AND ITS COMMENCEMENT:**

- a) The period of contract will be for fifteen (15) years to be reckoned from the date of signing of the agreement..
- b) The period of contract is further extendable for a period of another five (5)



years based on the satisfactory performance of successful bidder / mutual consent.

**23. PAYMENT OF STAMP DUTY FEE:** The selected bidder who have been selected shall enter into an agreement as per the provisions of Karnataka Stamp Act 1957, sec-32 (A), revised stamp act N.867 / 2004, sec-32 (A)(iii) by paying prescribed stamp fee.

**24. RESPONSIBILITY OF BIDDER :**

- a. Preparation of Layout drawings and submission of all relevant documents to statutory authorities for obtaining NOCs.
- b. Obtaining all required permissions and approvals required for setting up of retail Outlets.
- c. Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the tender document with full understanding to its implications.
- d. Construction of all facilities that are required for establishing a retail Outlet viz., sales building, underground tanks, Dispensing Units, Canopies will be provided by bidder at their cost.
- e. As per prevailing guidelines with regard to the regular dealership, all ancillary minor equipment required for day to day operations of the Outlet like Generator, Air tower, Fire and Safety equipment etc will have to purchased and maintained by bidder /dealer.
- f. All expenses in connection with or incident to the storage, handling sales and distribution of the product through outlets at the said premises should borne by the bidder only.
- g. The bidder shall keep and maintain all necessary of records of sale and present it to KSRTC as and when demanded.
- h. The successful bidder shall be sole responsible for his labourers and himself bear all expense with regard to the operation of outlets and shall promptly pay all taxes, cess, fees to concerned department and also electrical and water bills consumed on the said premises. The bidder shall also be responsible for any breach or contravention by himself, his servant or agents.
- i. The successful bidder shall install CCTV Camera with high quality/resolution cameras in each of the premises of the locations working at 24X7 Hrs.
- j. The list of such State / Regional / Divisional officers who desire to participate in the tender and registered as buyers shall be submitted to KSRTC along with signed copy of RFP (single copy by each oil company) as per schedule of bidding process so as to enable KSRTC to qualify them for eligibility to participate in e-

tender as per requirements of RFP.

- k. 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 non-conformance of bidders to the conditions of RFP.
- l. Bidders are requested to visit the sites before submitting the bids as encouraged to submit their respective Bid after visiting the project 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. Bidder shall carry out any surveys, investigations etc. at its own cost and risk.
- m. The bidders are requested to physically verify the sites for their suitability and if any changes are required in the dimensions for obtaining NOC or for ease of doing business or for improving the sales potential such changes shall be brought to the notice of the Chief Traffic Manager (Com) within reasonable time before commencement of e-tender, so as to make necessary changes in the drawings as per feasibility study of KSRTC and upload in the e-procurement website. Decision of KSRTC in this case is final and binding.
- n. The Bidder shall bear all costs associated with the preparation and submission of its Bids.
- o. Bidders are allowed to bid for any number of sites. Separate Price bids shall be quoted for each site through e-tender platform of e-procurement.

## **25. RESPONSIBILITY OF KSRTC:**

1. Furnishing all required documentation viz., Land documents which are required for obtaining NOCs/approvals from statutory authorities.
2. KSRTC will be given the land records of proposed 21 locations as is where is basis (in as-is condition) , makes no representations, covenants or warranties with respect to the locations.
3. Successful bidder shall make such investigations and inspections of the locations /Premises as it deems necessary, prior participating in the bidding.
4. Assist successful bidder in obtaining NOCs/approvals, wherever required.
5. The said premises of land shall remain absolute property of KSRTC and KSRTC may at any time enter the premises to inspect, add or reduce remove any structure whenever required
6. The successful bidder shall be allowed carry out other business such as bank ATM, eateries, fast foods and other curious outlets etc. from the said premises in addition to sale of fuel and related accessories. In order to carry out any other such commercial business, the bidder must adhere to prevailing guidelines issued

by appropriate authority and also take necessary written permission from KSRTC. The bidder shall Indemnify KSRTC against risks arising out of carrying such business in the petrol pump area.

**26. LEAD PERIOD:**

- 1.The Successful bidder shall obtain the NOC from the concerned Departments/Ministry within Three (3) months from the date of issue of letter of Acceptance (LOA) for setting up of fuel stations.
2. The Successful bidder will be given Three (3) months (90 days) rent free period for setting up of fuel stations from the date of issue of NOC.
3. The Successful bidder is given Three (3) months (90 days) time each to obtain the NOC and for construction to Set up fuel Station. Both works should be completed before six (6) months from LOA. Suppose, if the above works are not completed within Six (6) months, extension period of Three (3) months will be provided with penalty. MD KSRTC is authorized to provide the extension and waive off /Fix the penalty amount for the delay period.
4. If the above works are completed and commercial operations are commenced before six months time, then the payment of rent and percentage commission will start from that date itself.

**27. REVENUE SHARING ON NON-FUEL BUSINESS:**

- 1.The successful bidder shall pay 20% of the Commercial rent generated on leasing of retail oil outlet premises for Bank ATM / Bakery / Departmental stall /Soft Drinks/ Dairy Products etc., (without any fire) to KSRTC on every month. The sub-let rent agreements have to be shared with KSRTC.
2. For this monthly revenue the bidder should also pay the GST (18%) amount as applicable to the Corporation on every month.

**28. PAYMENT OF MONTHLY LAND RENT, COMMISSION AND GOODS AND SERVICE TAX(GST):**

1. The successful bidder shall pay the monthly land rent as well as percentage (%) of commission amount out of payable to dealer on sale of fuel and related accessories of petroleum products from respective locations and Goods & Service Tax (18%) applicable shall be payable on or before 7th of every month through DD/NEFT/RTGS to KSRTC.
2. The bidder shall pay 20 % of the Commercial revenue generated on leasing of retail oil outlet premises for Bank ATM / Bakery /Departmental stall etc. Soft Drinks/ Dairy Products etc on every month. Over and above this 18% of GST Shall also pay on every month.

3. In case of delays in payment of any dues to KSRTC, interest shall be charged @ 18 % per annum on the number of days delayed. And interest on Goods & Service Tax as per the rates fixed by the Service Tax Department.
4. No rebate or concession in the license fee under this license will be granted for any reason.-----
5. The accrual of license fee shall start from the date of expiry of the lead period. In case of any deliberate delay in signing the agreement by the successful bidders, their EMD/ Security Deposit will be liable for forfeiture.
6. The selected bidder shall have to pay any other additional taxes levied by the Government during the period of license.
7. There shall be escalation of 5% (Five) of monthly rent of land every year over the previous year rent for each locations.

**29. TERMINATION:**

1. This agreement may be terminated without assigning any reason by either party by giving three months notice in writing to the other of its intention to terminate the agreement.
2. In case the premises is required for future expansion of the land and KSRTC desires to exit, the agreement shall be terminated with three months advance notice only after a minimum lock in period of 5 years from the date of entering in to agreement.
3. If during the period of the contract in force, KSRTC has reason to be dissatisfied with the service, any default, failure, negligence or breach of any terms or part of the agreement in complying with all or any of the conditions of the agreement, or the manner of the implementation of contract and / or the representatives of the Successful bidder, KSRTC may issue notice in writing call upon the Successful bidder to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Successful bidder fails to address such causes of dissatisfaction within a period of 30 days after receipt of such notice, KSRTC shall be at liberty at any time to terminate the contract forfeiting Security Deposit of the Successful bidder and Successful bidder shall be liable to pay the guaranteed revenue for the balance period of the contract.
4. If the share of the revenue and monthly rent of the land or any taxes shall remain unpaid for more than 60 days, it shall be lawful for KSRTC at any time to terminate this agreement and to re-tender upon the premises or any part of thereof and the bidder shall on such termination peacefully give up and handover the possession of land premises and all building / structure and installations and there upon this agreement shall absolutely stand terminated and forfeited the Security deposit. The same shall be without prejudice to any other right of the KSRTC in respect of any antecedent breach of the bidders covenants herein above contained.

5. If the successful bidder desire to terminate this agreement, he shall give notice to the KSRTC in writing before three months in advance, for termination he shall pay the amounts give and perform and observe the covenants on this part herein before contained then immediately on the expiration of such notice this agreement shall cease but without prejudice to the rights and remedies to which KSRTC has become entitled in respect of any anticipated claim or breach of the covenants. Bidder will have no right on the building/infrastructure erected or maintained at the land and same shall be sole property of KSRTC.
6. In the event of termination of this agreement on account of breach of terms and conditions by the bidder, the premises ( including structures, fittings, fixtures, plants and machinery except removable equipments like tanks, dispensing units etc.) shall vest absolutely in the KSRTC, without any liability payment on compensation to the bidders.
7. In the event of termination of this agreement by mutual agreement or expropriations, the premises (including structures, fittings, fixtures, plants and machinery except removable equipments like tanks, dispensing units etc.) shall vest absolutely in KSRTC subject to the payment of compensation as specified in compensation on account of termination / expiration of the agreement.
8. On the expiry of the period fixed in the License or on revocation of the License under the terms and conditions thereof, any belonging of the Successful bidder found in the said premises shall be liable to be auctioned unless claimed within a fortnight of the expiry of the License period or revocation of the License as the case may be. The KSRTC shall be entitled to appropriate out of the proceeds of such sale, the amount due to the KSRTC from the Successful bidder and the balance, if any shall be paid over to the Successful bidder or his legal representatives after deducting cost of auction.
9. The Successful bidder hereby undertake to vacate and handover the vacant possession to the KSRTC, i.e. Corporation on the date of expiry of this agreement or in the event of revoking the agreement and License to trade in the premises without resorting to any litigation in the matter.
10. The successful bidder shall handover the said premises upon the expiry or termination of the agreement to the KSRTC on peaceful manner including the structure/installations/excess installed on the same. At the time of handover the asset should be in good, aesthetic and serviceable conditions. Failure to hand over the same within the stipulated period of the expiry or termination of agreement would make the bidder liable for penalty of Rs. 5000.00 per day up to maximum 10 days after which KSRTC shall be entitled to entire upon and take possession of the proposed land.
11. In the event of expiry of agreement period their shall be no compensation payable to the bidder.

**30. GENERAL TERMS AND CONDITIONS:**

1. The successful bidder should take over the entire responsibility of the setup of fuel station and other operational liabilities as per the guidelines issued from concerned Government Ministry/Departments.
2. The Successful bidder shall set up, operate and maintain fuel stations, at its own cost and expense, all facilities required for its use of the Premises in accordance with the terms of this Lease. Successful bidder will finance, design and construct the facilities in compliance with all applicable laws, including Authority regulations and design and construction standards.
3. The successful bidder shall have no rights, title, interest in the said property or locations and shall not be deemed in exclusive possession of the locations.
4. The Successful bidder shall obtain all required licenses / permissions from the environmental clearness if required from the concerned authorities as per the applicable law.
5. The successful bidder shall be responsible for all losses or damaged to the fuel station, containers and premises. KSRTC shall not be responsible in any way for any loss or damage caused to the stock or property belonging to bidder or his staff or representative or user or commuters of the facilities arising from or out of any cause whatsoever
6. KSRTC will grant the Successful bidder without charge the right of ingress and egress to and from the said Premises by the Successful bidder, its employees, contractors, suppliers, guests, commuters. Such right of ingress and egress shall at all times be exercised in compliance with all regulations.
7. During the term of this agreement, the KSRTC reserves the right to modify, reduce, and reconfigure the Premises as needed.
8. The Premises shall be used only for the construction, maintenance, and operation of facilities of fuel station. The operation of a convenience store that includes foods courts and ATM service etc. to the extent permitted by applicable law, it may not sell liquor or prohibited items as per law.
12. The Successful bidder shall obtain all required licenses from the concerned authorities to set up, operate and maintenance of fuel station, CNG/Power charging stations in the proposed locations.
13. Successful bidder's operations at the Premises may not include any of the activities involving Hazardous Materials or other materials restricted by any Environmental Laws other than retail sale of petrol, diesel. Lubricants, grease etc.
14. Successful bidder shall not be permitted to use the Premises for any paid parking services, ground transportation services, Successful bidder shall not construct additional buildings, structures, roadways or make any other improvements without the prior written consent of KSRTC.
15. The successful bidder shall pay monthly the cost of Water, Electricity consumed

- by him and other applicable statutory Taxes to the concerned authorities.
16. Successful bidder shall not use or permit the Premises to be used for any other purpose other than those described in tender document, without the prior written approval of KSRTC.
  17. All property kept, stored or maintained upon the Premises or within the Facilities by Successful bidder shall be at Successful bidder's sole risk
  18. Successful bidder will be responsible for installation of all utility meters and for distribution of utilities within the Premises at its own expense.
  19. Successful bidder shall construct or repair, at its own expense, all roadwork, kerb and gutter and other surface improvements within the Premises (On-Site Roadwork) and adjacent to the Premises (Off-Site Roadwork) in accordance with the law as per requirements with the pre-approval of KSRTC.
  20. Successful bidder shall keep the Premises and Facilities in good repair at all times and shall promptly correct any issues or problems.
  21. Successful bidder shall not construct or install, remove and/or modify any of the Facilities on the Premises in any material manner without the prior written approval of the KSRTC.
  22. The Successful bidder has to keep fire extinguishers in the premises and maintain adequate and readily accessible fire extinguishers, approved by fire department for the protection of the Premises in accordance with applicable codes and laws.
  23. The Successful bidder shall also pay all License fee or other fees or taxes payable to State/ Central Government or Municipalities or other Local bodies in connection with conducting sale of fuel and non-fuel business in the premises.
  24. The KSRTC shall have right to revoke the License in the event of breach of any of the terms and conditions of this agreement on the part of the Successful bidder.
  25. The KSRTC shall have lien on all the belongings and properties of the Successful bidder for the time being in or upon the premises of KSRTC.
  26. The successful bidder shall have no right to remove any buildings for structures on the proposed locations after the expire of term of agreement period and the premises including structures, fittings, fixtures, plants and machinery except removable equipments like tanks, dispensing units etc.) will becoming the property of the KSRTC. No compensation will be paid for the same on expiry of lease period.
  27. The agreement shall follow Petroleum Ministry and other statutory bodies guidelines in respect of installation of fuel / CNG / Charging stations / non fuel business activities.
  28. The Successful bidder understands that he shall not approach the Civil Court or any court during the pendency of the License. In case of violation of this term the License shall stand determined by operation of law.

29. The Successful bidder also agrees for the forfeiture of the security deposit in case of violation of any of the terms and conditions of this agreement of License.
30. The Successful bidder shall hand over the premises to the KSRTC on the last date of expiry of the period of the said License. The License shall stand automatically determined in case of violation of the terms and conditions in the agreement.
31. The Successful bidder agrees for the use of assistance of the police too for taking possession of the premises by the Corporation in case the Successful bidder fails to handover the premises voluntarily. The Successful bidder agrees not to use any resistance in causing law and order situation in the premises at the time of expiry or revocation of license.
32. The successful bidder also agrees not to approach the Civil or any other court without the written consent of the KSRTC and he expressly understands that the premises licensed is a public premises coming under the Karnataka Public Premises (eviction to authorized Occupants) Act. KSRTC is at liberty to invoke the provisions of the K.P.P Act for breach of any of the conditions.
33. The successful bidder agrees that after the expiry of the License, he shall hand over the possession of the premises voluntarily in peaceful manner and he shall not obstruct the KSRTC from taking possession.
34. The Successful bidder shall not carryout unlawful activities in the said premises and which not pollutes the surroundings or cause nuisance to neighbours.
35. The Successful bidder shall not engage the child labourers as per the child / labour act / local applicable rules.
36. The successful bidder is authorized to appoint his own dealer and KSRTC will have no financial transactions or any commitment put forth by their dealers. Any transaction will be only between KSRTC and Principal Successful bidder.
37. The Successful bidder alone shall be responsible for and shall forthwith discharge directly all payments of property tax, fees levied and / or charged by Municipal or other public authorities on account of the conducting business. The party applying for tender shall also be liable for all laws of land including labor law, company's act, tax deduction liability ESI, CPF Act, Service Tax, VAT, GST etc. and all types of other relevant fees/taxes to be paid by the Successful bidder to Govt. of India or Govt. of Karnataka as applicable.
38. The Corporation is not liable to pay any compensation in case of death or injury (simple/ grievous) caused to any person engaged by the successful bidder/Dealer/agent in the fuel stations, customer, guests, or any citizens in the premises. The successful bidder is liable to bear all expenses and for payment of compensation in such cases.
39. Throughout the Term, Successful bidder shall pay to the KSRTC a fuel sales commission amount based upon the amount of fuel and related accessories sold and nonfuel services by Successful bidder during every month.



40. If Successful bidder's data for a particular month is not available in time to calculate that month's Fuel Sales Fee, Successful bidder shall pay an estimated Fuel Sales Fee for that month, which shall be equivalent to the Fuel Sales Fee paid by Successful bidder for the previous month. Once the actual data for the month is received, Successful bidder shall reconcile the Fuel Sales Fee to reflect the actual data for that month and any increase or reduction in the Fuel Sales Fee shall be paid with, or taken as a credit against, the next Fuel Sales Fee monthly payment.
41. Upon opening of the fuel station, Successful bidder will continuously operate the business, carry on the business in good faith, maintain and operate the premises and all improvements located thereon, and carry out the maintenance responsibilities Successful bidder shall comply with and shall cause its employees, agents, dealers, subcontractors to comply with all Authority regulations and directives
42. Successful bidder will keep the fuel pump and convenience store continuously and uninterruptedly in operation and open to the public for business, twenty four (24) hours per day, every day, including but not limited to, weekends and holidays.
43. Successful bidder are allowed to display the advertisements at the premises subject to the approval of the KSRTC.
44. Successful bidder shall have to advertise the KSRTC's various schemes, safety measures etc. as directed by KSRTC from time to time on the premises.
45. The advertisements shall not contain any matter which would affect the image of the KSRTC with business interest or which is restricted by any law/Government./Corporation from time to time.
46. Ten(10) % of space of total display of advertisement should contain subjects of KSRTC service/slogans/pictures etc.
47. Successful bidder shall maintain the premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Premises. Successful bidder shall make all repairs, replacements and renewals, including repairs for any and all damages to the Premises caused by its employees, customers, or its operation thereon, and shall maintain and repair all equipment thereon, including any buildings and improvements.
48. Successful bidder shall Maintain pavements, landscaping and grounds properly.
49. Proper storage, dispensing and disposal of all flammable and/or hazardous substances in a safe manner in accordance with applicable laws.
50. Keep the Premises free of unlawful obstructions and safety hazards in all times.
51. Successful bidder shall obtain the KSRTC's prior written consent before making any structural changes to the Premises, or modifications or additions to plumbing, electrical or other utilities.
52. Successful bidder shall provide for the prominent display of diesel, petrol retail

- prices etc. Prices shall be posted on each pump, so as to be visible to customers.
53. In case of successful bidder allows to start refreshment/canteen/pizza centres, ATM etc., at particular locations for dealer, the successful bidder has to pay the 20% of amount out of monthly rent collected from such business to KSRTC on every month.
  54. The Successful bidder (Licensee) shall comply with all applicable laws, Ordinance, Rules & Regulations and prescribed in contract labour (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI act, 1948, Payment of Wages Act, and Workmen Compensation Act, 1923 and to comply with all statutory liabilities under the various Labor Welfare Enactments. (If not applicable necessary documents be furnished).
  55. Workers Compensation and Employers Liability Workers Compensation shall be borne by the bidder own cost.
  56. The officers/Supervisors of the KSRTC shall have the rights to visit, inspect and supervise successful bidder's performance in the capacity of corporation's successful bidder.
  57. The KSRTC shall not be responsible for any loss and/or damage to wear and tear of the equipments if any for any reason whatsoever after or during the contract period in the said premises.
  58. It is also agreed by the successful bidder that it shall have no right to lease / license / allotment of any extra land over the allotted area. However, KSRTC may in its absolute discretion and having regard to attending the circumstances consider the request of bidder for additional land on payment of monthly rent and GST and such terms and conditions as may be considered reasonable by KSRTC.
  59. It is expressly agreed and declared that all existing and future rates, taxes, levies, duties, cess and charges of whatsoever throughout the terms of agreement shall be borne and paid by the bidder only.
  65. The successful bidder shall ensure that the lighting arrangement with adequate backup facility is provided on the proposed locations. The bidder shall also ensure that the lighting facility do not cause any inconvenience to the user, neighbors.
  66. The successful bidder shall ensure that the personnel deployed by it for discharging its obligations under this agreement are of good health, of highest integrity, punctual, well dressed, well behaved.
  67. KSRTC reserves its right to object to the deployment of any personnel for any reason in which case the person or persons being objected by KSRTC shall be removed by the bidder and replaced with suitable persons as per labor law guidelines.
  68. KSRTC shall not be liable for any misconduct or misdeeds or any act or incidents involving the bidder or any of its personnel in criminal or civil case

and the bidder or dealer are alone shall be responsible for the consequences and if any such incidents take place, the bidder shall intimate they said incident to the KSRTC.

69. The successful bidder specifically shall agree that the personnel or staff deployed by it will not in any way claim employment with KSRTC. The successful bidder shall be solely responsible for any dispute raised by the personnel deployed either during the term and agreement or their after.
70. The successful bidder shall provide adequate security to the satisfaction of KSRTC for the commuters at the locations.
71. The successful bidder shall have no any objection to the KSRTC for granting for any other person or agency the rights to run similar business in the nearby vicinity of the proposed land. KSRTC shall have sole right and vested its discretion to allot any land to any of the persons.
72. The successful bidder shall maintain the premises in good condition in order to satisfaction of KSRTC abide the direction given by any departments like petroleum, environmental, health etc., has may be entrusted with the enforcement of the rules and regulations regarding cleanliness, health, sanitation and hygiene. A penalty of Rs. 500.00 per occasion day shall be levied for improper cleaning, sanitation etc.
73. The successful bidder shall ensure that all foods and other eateries items shall be sold at food court should be adhered to require standard of quality and hygiene as per the guidelines of food safety and standard authority of India or other relevant authorities. The bidder shall take all necessary action to prevent the sale and consumption of Liquor / Alcohol by any person.
74. The successful bidder shall maintain a complaint register at a conspicuous place in the location for recording complaints to any of the users or commuters. The successful bidder shall inspect the complaint register at reasonable intervals and take prompt steps for redressal of the grievance stated in each of the complaints.
75. The Managing Director of KSRTC, reserves the right to accept, reject or modify any or all tenders without assigning any reasons thereof.
76. The successful bidder agrees for the forfeiture of the security deposit in case of violation of nay of the terms and conditions of this agreement of License.
  1. KSRTC reserves the right to seek additional information and/ or clarifications from the Bidders, if found necessary.
  2. The bidder may authorize their designated authority to participate in the e-tender. All such Officers authorized to participate in the e-tender shall register with Karnataka e-procurement portal as buyers. Any information on the preconditions for eligibility to participate in the e-tender (except for the conditions laid down by KSRTC) shall be obtained from e-portal.
  3. The Lessee shall pay in a timely manner all Taxes. Any revision in the rate of

Tax or the imposition of a new Tax / Taxes shall be borne by Lessee only.

4. The bidder shall provide 7 feet height Brick masonry Compound wall on all sides abutting Bus Depot as per KSRTC norms and on other sides, the compound wall shall be constructed as per PESO norms at their cost.
5. The Lessee shall provide automated facility to monitor the operations of oil outlet by the unit officer, from any remote location on line as and when required.
6. Important accessories like fire safety equipment as per norms, Air Compressor, and other basic amenities, should be provide by the Bidder.
7. All safety norms shall be complied by the Lessee while constructing the outlet.
8. The monthly License fee payable by the Oil Company will be reduced proportionately for the area utilized by KSRTC for this purpose during the specific period of performing business only.
9. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP and any other documents, the provisions of Land Lease Agreement and RFP shall prevail over and supersede the provisions of other documents.
10. Contact Phone Nos. of KSRTC: 7760990010/ 9606037747/ 7760992737 / 7760918899 / 6366953363
11. The details of proposed Sites for Installation of establishment are provided in **Annxure-1** attached.

### **31. INDEMNITY:**

The successful bidder here by indemnifies, that KSRTC and saves the KSRTC harmless against any action, proceedings, claims or demands of any person, local or statutory authority etc., made against the KSRTC in respect of / and as a result of the business carried out on by the bidder or the bidder committing any breach of the provisions of any act or statutory regulations or in the consequences of any other act or commission or omission or default of the bidder, his dealer, his servant his agents or workman against all cost, charges, and expenses penalties, fines, losses and damages which the KSRTC may have to pay, incur or sustain.

### **32. INSURANCE POLICIES REQUIRED:**

The Successful bidder shall at all times and from time to time at its own cost and expense take out adequate and proper insurance from a well reputed Insurance Company against all risks including third party risk to persons and properties, fire and explosion risk. Workmen's compensation and injury policy and / or loss or

damage to product either in the underground storage tanks and / or in the motor vehicles / delivery vehicles with in the retail outlet premises due to any cause. Whatsoever and shall keep all such insurance policies valid at all times. As and when called upon to do so by KSRTC, the bidder shall produce such insurance policies and the renewals thereof for inspections and verification by the KSRTC.

**33. NOTICE :**

Any notice or other communications required to be sent under this contract shall be sent by e-mail/registered letters/delivered to the receiving party at the address set forth below or at such other address as the parties may from time to time designated in writing.

**34.APPLICABLE LAWS:**

The successful bidder shall perform their duties in strict compliance with all applicable laws of Central Govt and State Govt of Karnataka, along with rules and regulations of the duly constituted governmental authorities in India and shall obtain all licenses, registrations or other approvals, if any required by laws in India in connection with this agreement.

**35. FORCE MAJEURE :**

1. Neither party shall be liable to each other for any loss or damage occasioned / caused by or arising out of act of god and in particular unprecedented, floods, pandemic, lockout volcanic eruption, earthquake or other convulsion of nature, and other acts such as but not restricted to invasion, the act of foreign countries hostilities, War like operation before or after declaration of the rebellion military which prevent performance of the contract and which would have been foreseen or avoided by prudent person and in such cases the decision of KSRTC shall be final.

2. If any time during the continuance of this contract, it shall become impossible by reason of strike, lock out, fire, flood, Act of god or any Government enactment or regulations or such other cause, beyond the control of the KSRTC to fulfil the contract in accordance with the terms hereof, the successful bidder shall have no claim whatsoever against the KSRTC in respect of any inability or incapacity to fulfil the contract. However, if such event occurs for more the seven days, proportionate extension in contract period shall be given.

3. Neither party shall be responsible for failure or omission to fulfil, observe or carry out any of the terms, provisions or conditions of this agreement, if fulfilment is delayed, hindered or prevented by any circumstances whatsoever, which are not within immediate control of the party affected there by and it shall not give rise to any claim by either party hereto against the other or be deemed to be a breach of this agreement.

**36.CONFIDENTIALITY:** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified that it has been awarded the Contract.

**37.ARBITRATION CLAUSE :**

1. In the event of any dispute arising between the parties relating to the various terms and conditions set forth in the contract. The parties undertake to resolve the difference by mutual negotiation, if such dispute or difference could not be resolved within one month from the date having arisen, the same shall be referred to a sole arbitrator to be appointed by the Managing Director of KSRTC
2. Any dispute or differences or claim arising out of, or in connection with, or relating to the present contract or the breach; termination or invalidity thereof, shall be referred and settled under the Arbitration Centre Karnataka (Domestic & International) Rules-2012, by one or more arbitrators appointed in accordance with its rules.
3. The provisions of the Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Bangalore.
4. Jurisdiction of Court at Bangalore only: The court located at Bangalore shall only have jurisdiction to trial and decide any matter / dispute between the parties.

**Bid validity period :**

1. Bid validity is 180 days. Within this 180 days period KSRTC shall consider the bid and issue letter of intent or otherwise. KSRTC may request the bidders to extend the period of validity for a specified additional period.
2. It shall be deemed that by submitting a Bid, the bidder has made a complete and careful examination of the bidding documents and acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from KSRTC, or a ground for termination of the Agreement.
3. KSRTC reserves the right to terminate a Bidder's participation in the bidding process at any time should KSRTC consider that a bidder has, without the prior consent, failed to comply with the procedures prescribed in the RFP.
4. KSRTC reserves the rights to cancel, terminate, change or modify this bidding process and/or requirements of bidding stated in the RFP, without assigning any

reason or without providing any notice. KSRTC reserves the right to accept or reject any or all Bids, at any time prior to the award of Lease, without notice or liability and without assigning any reason. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision. KSRTC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids.

5. In the event of withdrawal of a Bid by the Bidder after the due date but within the Bid validity period, the Bid Security of the Bidder shall become liable for forfeiture.
6. After completion of the Bid evaluation process, a Letter of Intent (LOI) shall be issued by KSRTC to the successful bidder upon approval of tender by competent Authority within the bid validity period.
7. Bidder finalized based on the bid offer shall come into effect from the date of issue of LoI.
8. The successful bidder shall prepare and submit a concept plan for the proposed development of the site.
9. NOC if any shall be obtained by the Bidder. KSRTC shall assist the Bidder for obtaining NOC.
10. The selected bidder shall execute the Agreement within 30 days of obtaining NOC.

**Chief Traffic Manager (Commercial)**  
KSRTC, Central Offices,  
Saarige Bhavana,  
KH Road,  
Bangalore-560 027.

