

**Andhra Pradesh
State Road Transport Corporation**



Request for Proposal (RFP)

For

**Development of 5 sites of APSRTC
by Installation of Retail Oil Outlets
by Oil Marketing Companies and
Operated by APSRTC as Dealer**

e-Tender ID:708184

Tender Notice No: 01/CM(C)/COM/RO/2023-24, Dt.05.01.2024

CONTENTS

Volume -I	Instructions to Bidders
Volume -II	Draft Lease Deed

REQUEST FOR PROPOSAL

VOLUME 1- INSTRUCTIONS TO BIDDERS

SCHEDULE OF BIDDING PROCESS

S. No	Event Description	Schedule
1	Downloading of RFP Documents	From 09.01.2024 up to 17.00 Hrs on 07.02.2024.
2	Pre-Bid Conference (Virtual)	11.01.2024 at 15.00 Hrs
3	Last date for receiving of Queries	18.01.2024
4	Response to Queries by	23.01.2024
5	Due date for Bid submission / uploading of Bids in e- tender (Commercial Bid) on APTS e- procurement Platform	08.02.2024 up to 14.00 hrs.
6	Opening of Bids - PQ Stage	At 16.00 hrs. on 08.02.2024
7	Opening of Bids – Commercial stage – e-Tender opening	At 12.30 hrs on 13.02.2024
8	Due date for Bid submission in forward e-auction on APTS e-procurement platform	Starting Time: 14.02.2024 from 14.00 hrs. Ending Time: 14.02.2024 up to 17.00 Hrs.

The above schedule is tentative. APSRTC reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

DISCLAIMER

The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bid ("**Bid**"). The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct 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 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. 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 Bidders or Bidder 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 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.

APSRTC 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.

APSRTC 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 APSRTC is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and APSRTC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidders are encouraged to go through the RFP and inspect the Project site to familiarize themselves fully about the nature of Project site, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting their Bid.

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

INVITATION TO BIDS & INSTRUCTIONS TO BIDDERS

1. APSRTC intends to Develop its 5 land parcels for installation of Retail Oil Outlet (RO) by Oil Marketing Companies and to operate the oil outlet by APSRTC as Dealer to generate commercial revenues for a lease period of 19 years 11 months from the date of signing of lease agreement, of which 6 months time period (holiday period) is for obtaining building approvals from local bodies (excluding NOC for installation of RO), installation / erection of oil outlet by selected Oil Marketing Company and the balance 19 years 5 months is for commercial operation of RO. During the holiday period of 6 months the Oil Marketing Company need not pay lease rent to APSRTC.
2. APSRTC is issuing Request for Proposal (RFP) document i.e. tender document for "Development of 5 sites of APSRTC by Installation of Retail Oil Outlets by Oil Marketing Companies and operated by APSRTC as a Dealer" through e-procurement platform of APTS. APSRTC requests offers from interested Oil Marketing Companies having own Refinery facilities (bidders) for the Design, Finance, Construction, Installation, erection, operation and maintenance of the said sites separately.
3. The Retail outlets shall be operated by APSRTC as Dealer and therefore the respective Oil Marketing Company shall allot RO Dealership to APSRTC.
4. The RFP document for the project comprises of the following:

Volume – I	Instructions to Bidders
Volume – II	Draft Land Lease Deed /Agreement

5. The Bidder shall be an Oil Marketing Company of Public Sector Undertaking or of Private Sector Company, having own Oil Refinery.
6. Bidders are requested to participate in the e-tender cum forward e-auction through e-procurement platform of APTS (Andhra Pradesh State Technological Services) at <https://tender.apeprocurement.gov.in/>. Tender comprises of Price bid submission in both e-tender and e-auction. No off-line bids are accepted.

Bidders have to bid separately for each site for which they want to offer bid through e-procurement platform of APTS (the service provider).

7. To submit the bids, tenderers shall possess class -3 signature plus encryption type Digital Signature Certificate (DSC) Key. The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform of APTS. Bids not authenticated by digital signature certificate of the Bidders will not be accepted on the e-Procurement platform.
8. Issue of Digital Certificate and registration consumes approximately 7 days. Therefore, Bidders are requested to process & complete the registration procedures well before the Bid Submission.
9. The Bidders shall submit the details in the online standard formats displayed in e-Procurement platform of APTS.
10. The server time of e-procurement platform of APTS is final.
11. The Bidders are requested to download the Tender Document (RFP) through e-procurement platform of APTS or from **apsrtc.ap.gov.in**. The Bidders are requested read all the terms and conditions mentioned in the tender document and seek clarification in time, if any, from the Tender Inviting Authority on behalf of APSRTC, i.e. Chief Manager (Commercial), APSRTC, 1st floor, RTC House, PNBS, Vijayawada.
12. General terms and conditions of Tender form part of RFP Document which includes instructions to bidders as well as draft agreement.
13. A Pre-Bid conference will be held as specified in the schedule of bidding process. During the course of Pre-Bid conference, the Bidders may seek clarifications and make suggestions to APSRTC for consideration. APSRTC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
14. At any time prior to the due date of commercial Bid submission, APSRTC 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 APTS. The addendum / corrigendum can be viewed from **apsrtc.ap.gov.in** also.

15. The Bidders have to keep track of any changes in terms and conditions of Tender by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-procurement platform of APTS or from **apsrtc.ap.gov.in**. No separate intimation in respect of Addenda / Corrigenda to this RFP (if any) will be sent directly to tenderer/s, who have downloaded the documents from the website.
16. The intending bidders shall register on the e-procurement platform of APTS at <https://tender.apecurement.gov.in/> for submitting their bids in e-tender cum forward e-auction.
17. With regard to registration or tender process, the intending bidders are requested to contact Vupadhi Technology Services Pvt. Ltd., (Flat No : 510, 5th Floor, Sreeram's Sneha Avenue, Near Aravinda School, Kunchanapalli, Tadepalli (M), Guntur (Dist) – 522501, Andhra Pradesh. Mobile No: +91 7337318402, 7337318403, 9154383633, 9154383634) or the help desk of APTS.
18. Necessary applicable charges including taxes shall be payable by the intending bidders to APTS for the purpose of registration. Registered entities only are allowed to participate in the e-procurement platform by APTS.
19. The Bidders shall follow the e-procurement guidelines of APTS for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s. APTS are not responsible for incomplete bid submission by users.
20. The Oil Marketing Company willing to participate in the tender shall make a non-refundable a payment of **Rs 5,900/-** (Rupees Five Thousand Nine Hundred only) including GST **for each site** for which they want to offer bid, towards the cost of Tender Documents / RFP, through online transfer / NEFT / RTGS to APSRTC Current Account No: **62472413226**, IFSC Code **SBIN 0020169**, Acc. in Name: **FA CAO APSRTC**, Bank Name: State Bank of India, Gandhinagar, Sitarampuram

Branch, Vijayawada. The proof of payment towards cost of RFP shall be uploaded in the e-procurement platform of APTS within the stipulated time.

21. A Bid Security amount of **Rs.1,00,000 /-** (Rupees One Lakh only) shall be payable by the bidder **for each site** for which they want to offer bid. The amount shall be payable through online transfer / NEFT / RTGS to APSRTC Current Account No:**62472413226**, IFSC Code **SBIN 0020169**, Acc. in Name: **FA CAO APSRTC**, Bank Name: State Bank of India, Gandhinagar, Sitarampuram Branch, Vijayawada. The proof of payment of Bid Security amount shall be uploaded in the e-procurement platform of APTS within the stipulated time. If any bidder defaults after allotment the bid security amount will be forfeited.
22. EMD amount of Rs.100/- shall be payable by the bidder **for each site** for which they want to offer bid. Such an amount shall be payable to APTS as specified in e-procurement within the stipulated time.
23. The Bidders shall ensure the credit of e-payment for EMD in the respective e-Procurement account on or before the Due Date and Time of Bid Submission.

The Oil Marketing Company participating in the bid shall upload one signed copy of RFP (two volumes) in the e-procurement platform of APTS, **for each site** for which they want to offer bid. The Bidder shall sign with seal on all pages of RFP document provided by APSRTC. Submission of RFP by any company means acceptance of the terms and conditions of the tender by that company.

24. The proof of having own Refinery facilities shall be uploaded in the e-procurement platform of APTS **by non PSU Oil Marketing Companies** participating in the tender. A self certification of the authorised person in this regard is sufficient. APSRTC reserves the right to accept the proof and the onus lies with the particular Oil Marketing Company to prove that they have own Refinery. If any Oil Marketing Company submits wrong or incorrect information, APSRTC reserves the right to cancel / reject their offer duly forfeiting the Bid Security Amount & EMD.
25. The bidders shall pay & upload the proofs of cost of RFP / Tender document, Bid Security Amount, EMD and also upload signed copy of RFP

- document (two volumes), proof of owning Refinery in case of non PSU Oil Marketing Companies, in time for PQ stage eligibility.
26. APSRTC reserves the right to seek additional information and / or clarifications from the Bidders, if found necessary.
 27. Each Oil Marketing Company may authorise their State / Regional / Divisional officer (designated authority) to participate in the forward e- auction. All such Officers authorised to participate in the e- auction shall register with APTS and obtain DSC key. Any information on the preconditions for eligibility to participate in the e-tender cum e-auction (except for the conditions laid down by APSRTC) shall be obtained from APTS. Such authorised Officers shall participate in the tender, in accordance with the terms and conditions specified in RFP and also in accordance with the terms and conditions of APTS (service provider).
 28. APTS collects service charges / transaction fee from each bidder and the same shall be paid by each bidder with applicable taxes as specified by APTS from time to time.
 29. APTS collects Corpus fund (presently at 0.04%) for each successful bid and the same shall be paid by the successful bidder with applicable taxes to APTS directly as specified by APTS from time to time.
 30. 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.
 31. Bidders are 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 their own cost and risk.
 32. 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 Manager (Comm)

within reasonable time before commencement of e-tender cum forward e-Auction, so as to make necessary changes in the drawings as per feasibility study of APSRTC and upload in the APTS website. Decision of APSRTC in this case is final and binding.

33. The Bidder shall bear all costs associated with the preparation and submission of its Bids.
34. Bidders are allowed to bid for any number of sites. Separate Price bids shall be quoted / uploaded for each site for which they want to offer bid, in the e-procurement platform of APTS, in accordance with the terms and conditions of RFP.
35. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
36. The Authority reserves the right to accept any tender or reject / cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.
37. Lease rent of first month is the Bid Parameter and the bidder shall offer their highest quote separately for each site for which they want to offer bid, exclusive of all taxes.
38. The bid offer shall be in Indian Rupees only.
39. **Bidder shall offer their quote in e-tender equal to or more than the Base Reserve Price as specified at Annexure-I of RFP, for the respective site. The e-procurement platform of APTS, accepts any tender offer even below the Base Reserve Price also. If the Bidder quotes below the Base Reserve Price for any site, the Bid will be summarily rejected duly forfeiting the Bid Security amount. If the bidder quotes below the Base Reserve Price in e-Tender, the bidder will be disqualified even when the Bid in e-auction is more than Base Reserve Price.**
40. Forward e-auction in e-procurement platform of APTS commences with H1 offer from e-Tender.
41. The bids in forward e-auction shall be incremented by Rs.100/-.

42. The amount quoted by the firms through e-procurement platform of APTS is exclusive of all Taxes. The selected bidders have to pay all taxes levied from to time by the Central and / or State Governments or their agencies or local bodies.
43. The Bids will be finalized, based on the highest monthly lease rent offered by the Bidder separately for each and every site.
44. Bids that are not consistent with the requirements as specified in this RFP may be considered non-responsive and may be liable for rejection.
45. The decision of APSRTC in accepting the offer is final.
46. Bid validity is 180 days. Within this 180 days period APSRTC shall consider the bid and issue letter of intent or otherwise APSRTC may request the bidders to extend the period of validity for a specified additional period.
47. 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 APSRTC, or a ground for termination of the Lease Agreement.
48. APSRTC reserves the right to terminate a Bidder's participation in the bidding process at any time should APSRTC consider that a bidder has, without the prior consent, failed to comply with the procedures prescribed in the RFP.
49. APSRTC 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. APSRTC 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. APSRTC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids.

Request for Proposal January -2024	Volume I Instructions to Bidders
---------------------------------------	-------------------------------------

50. 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 along with EMD amount shall become liable for forfeiture.
51. After completion of the Bid evaluation process, a Letter of Intent (LOI) will be issued by APSRTC to the successful bidder upon approval of tender by competent Authority, within the bid validity period.
52. Successful Bidder, selected as a result of the Bid evaluation process and approved by the Authority as set forth in this RFP document for a particular site will be considered as the 'Preferred Bidder / Selected Bidder' for the RO project at that site. Such status of 'Preferred Bidder/ Selected Bidder' shall come into effect from the date of issue of LoI.
53. The successful bidder shall prepare and submit a concept plan for the proposed development of the site for installation of RO.
54. NOC shall be obtained by the successful bidder / Oil Marketing Company. APSRTC shall assist the Oil Marketing Company in obtaining NOC.
55. Trees, Electrical lines / cables, Electric poles, Telephone poles / lines or any other underground cables, dilapidated structures if any in the RO site shall be removed by APSRTC at its own cost.
56. The selected bidder shall execute the Lease Agreement within 45 days of receipt of NOC and / or delisting of land from section 22A Prohibition list (if required) whichever is later.
57. Draft Land Lease Deed / Agreement is provided for guidance to the bidders. Necessary conditions provided in the instructions to bidders or through Addenda / Corrigenda will be included in the final Agreement. Terms & Conditions provided in the draft land lease deed also form part of instructions to bidders.
58. Payment of 18 times Lease Rent of the first month as interest free, refundable Security Deposit shall be the precondition for the signing of the Lease Agreement. This interest free refundable Security Deposit shall be refunded after completion of lease period.
59. In case of existing structures in use in the project site, the successful bidder is required to construct at their cost, an alternate structure to the existing structure in use at a place specified by the Authority, as per

standard specifications of the Authority.

60. Separate Land Lease Agreement and Dealership Agreement shall be signed by APSRTC and successful bidder. Land Lease Agreement shall be signed after obtaining NOC.
61. The Bid Security Amount paid by the bidders shall be adjusted towards the Security Deposit payable by the Oil Marketing Company.
62. If the Preferred Bidder fails to sign the Lease Agreement with APSRTC within the stipulated time, the Bid Security and all other payments made till that date shall be forfeited.
63. The selected Bidder shall not be entitled to seek any deviation in the Lease Agreement.
64. The selected Oil Marketing Company after entering into the Land Lease Deed becomes Lessee.
65. On signing of the Lease Agreement, the site is vested with the lessee on "as is where is" basis. Prior to signing the Lease Agreement both parties shall make survey of the project site.
66. The selected bidder after entering into Land Lease Deed (Lessee) shall provide all facilities at the Retail Outlet as per mandate and good industry practice.
67. The selected Oil Marketing Company (Lessee) shall obtain and maintain at their own cost all Applicable Permits connected with the RO 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.
68. 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 Oil Marketing Company as per such norms.
69. If the proposed site dimensions & area does not fulfil installation of RO and the same requires modifications the same shall be brought to the notice of the Tender inviting Authority before commencement of e-tender cum e-auction. The decision of APSRTC in this regard is final and binding.

70. If requested by the successful bidder for change in shape and dimensions of the project site the same will be examined by the Authority based on the merits of each site. The decision of APSRTC in this regard is final and binding. The monthly lease rent will be finalized on pro-rata, based on the area of the land actually handed over to the successful bidder (Oil Marketing Company) while entering into the Agreement.
71. The payment of monthly lease rent commences from the 1st day of 7th month from the date of agreement.
72. The monthly lease rent shall be paid by 10th of every month in advance.
73. Delay in payment of lease rent attracts Penal interest @18% per annum.
74. The lease rent will be increased by 5% every year over that of the previous year lease rent throughout the lease period.
75. 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 from time to time shall be borne by Lessee only.
76. In case of delay in installation of RO and the delay is attributable to any valid reasons viz. delay in issue of building permissions by local bodies, delay in payment of taxes by APSRTC, Force Majeure events etc. the payment of Monthly License Fee commences from the date of commencement of commercial operation of RO.
77. The Lessee shall provide 7 feet height Brick masonry Compound wall on all sides abutting Bus Depot as per APSRTC norms and on other sides, the compound wall shall be constructed as per PESO norms at their cost.
78. The selected Oil Marketing Company shall install the retail oil outlet in 5 months after entering into the Agreement so as to facilitate APSRTC to obtain all required permissions for sale of Petroleum products as Dealer.
79. The Lessee shall provide automation facility to monitor the operations of oil outlet by the unit officer, from any remote location on line as and when required.
80. As per Model Retail Outlet Scheme the Lessee shall provide all mandated facilities in the Retail Outlet as per standard specifications, standard

customer amenities e.g., clean and hygienic washrooms, customer centric innovative offerings etc.

81. Important mandatory / statutory accessories like fire safety equipment, other accessories as per norms such as generator, air compressor (preferably for both air & Nitrogen), air gauge/s, first aid, water facility, toilet facility, canopy etc., and other basic amenities shall be provided by the Lessee in the project site (RO) at their cost.
82. The Lessee shall construct generator room in the Retail Outlet. Providing foundation bed to Generator, auto change over unit, installation of Generator & integration with the system shall be undertaken by the Lessee only at its cost.
83. In case, Generator is provided by RTC on the request of the Lessee, then the Lessee shall provide subsidy to RTC towards cost of Generator as per Oil Marketing company norms in force. Electrical power connection charges payable to DISCOMs, installation charges etc. shall be borne by the Lessee.
84. The Lessee shall provide at its cost adequate lighting / illumination with all fixtures at the Retail Outlet, as per mandate and good industry practice.
85. The Lessee shall provide at its cost auto power factor control unit / monitor at the Retail Outlet. The Earthing system / Grounding system with Copper cables shall be provided by the Lessee at its cost at the RO.
86. All safety norms shall be complied by the Lessee while constructing the Retail outlet.
87. The Lessee shall undertake repairs in time to the RO facilities provided by the Lessee during subsistence of the Agreement. The RO facilities at all times shall be in good condition with better ambience & aesthetics.
88. The Dealership of the Retail Oil Outlet has to be awarded by the Lessee to APSRTC without any objections / restrictions. APSRTC shall enter into a Dealership Agreement with the Lessee separately for each allotted site while the installation of Retail Outlet is under progress, the terms of which shall not be inconsistent with the terms of this RFP.

89. No payments towards Security Deposit, Monthly Fee etc. shall be paid by APSRTC for awarding Dealership or during the subsistence of the Dealership Agreement.
90. The Lease Deed and the Dealership Agreement shall be read in conjunction with each other.
91. The Dealer commission on sale of fuel oil shall be as per standard norms of respective PSU Oil Marketing Companies. For others (except PSU Oil Marketing Companies) the Commission on sale of fuel oil shall be as per standard norms of PSU Oil Marketing Companies or Commission norms of the respective Oil Marketing Company whichever is higher.
92. The net Dealer Commission offered to APSRTC on sale of any variant of fuel shall never be less than that offered by the successful bidder to any other Dealer / PSU / Company throughout the lease period.
93. The non fuel revenue generated by leasing of pucca building or space left over after installation of Retail Outlet in the premises for Bank ATM / Bakery / Soft Drinks / Dairy Products etc., (without any fire) shall be shared equally by the Oil Marketing Company (Lessee) and APSRTC.
94. APSRTC as Dealer reserves the right to exhibit commercial advertisements through hoardings without hindrance to the RO business. APSRTC reserves the right to receive 100% revenue from such advertisements.
95. APSRTC reserves the right to sell tyres, spare parts etc. of all types of vehicles, or any permitted business at the vacant space / building at RO without affecting RO business based on applicable permits from Government or its local bodies or agencies. The monthly lease rent payable by the Lessee will be reduced proportionately for the area utilized by APSRTC for this purpose (non-fuel business) during the specific period of performing the business only and accordingly APSRTC shall raise GST invoice for the reduced lease rent. APSRTC shall receive 100% revenue from such business and do not pay any rent or honorarium to the Lessee.
96. APSRTC as Dealer shall obtain License (Form-B) for purchase, storage and sale of Petroleum products at the RO at its cost and shall also renew the same from time to time as per statutes.
97. At the end of the Lease Period, entire infrastructure shall have to be

Request for Proposal January -2024	Volume I Instructions to Bidders
---------------------------------------	-------------------------------------

transferred to APSRTC, in "as is where is condition" except Canopy, Oil Dispensing Pumps and UG Tanks.

98. In 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.
99. Contact Phone Nos. of APSRTC: 9959222746, 9959224533, 9959224535.
100. The details of proposed 5 Sites for Installation of Retail Oil Outlet are provided in Annxure-1 attached.
101. The drawings of all the 5 sites are provided in the RFP.
102. Bidder shall quote their monthly lease rent exclusive of Taxes while submitting the Bid in e-procurement platform of APTS in 'Basic Price Unit' field by selecting all the fields in cost component as '**not applicable**'.

Chief Manager (Commercial)

Address:

1st Floor, RTC House,
PNBS, APSRTC,
Vijayawada-520013.

Annexure-1

S. No	Place	District	Location	Area Sq. Yards	Base Reserve Price for e-Tender
1	Palakonda	PPM	Bus Depot	1,233	38,600
2	Anaparthi	EG	Bus Station	1,393	48,800
3	Jammalama dugu	KDP	Bus Station	1,465	84,300
4	Kalikiri	ANM	Bus Station	889	22,800
5	Vayalpadu	ANM	Bus Station	1,452	30,000

Important Note: Bidder shall offer their quote in e-tender equal to or more than the Base Reserve Price as specified at Annexure-I of RFP, for the respective site. The e-procurement platform of APTS, accepts any tender offer even below the Base Reserve Price also. If the Bidder quotes below the Base Reserve Price for any site, the Bid will be summarily rejected duly forfeiting the Bid Security amount. If the bidder quotes below the Base Reserve Price in e-Tender, the bidder will be disqualified even when the Bid in e-auction is more than Base Reserve Price.

Bidder shall quote their monthly lease rent exclusive of Taxes while submitting the Bid in e-procurement platform of APTS in 'Basic Price Unit' field by selecting all the fields in cost component as '**not applicable**'.

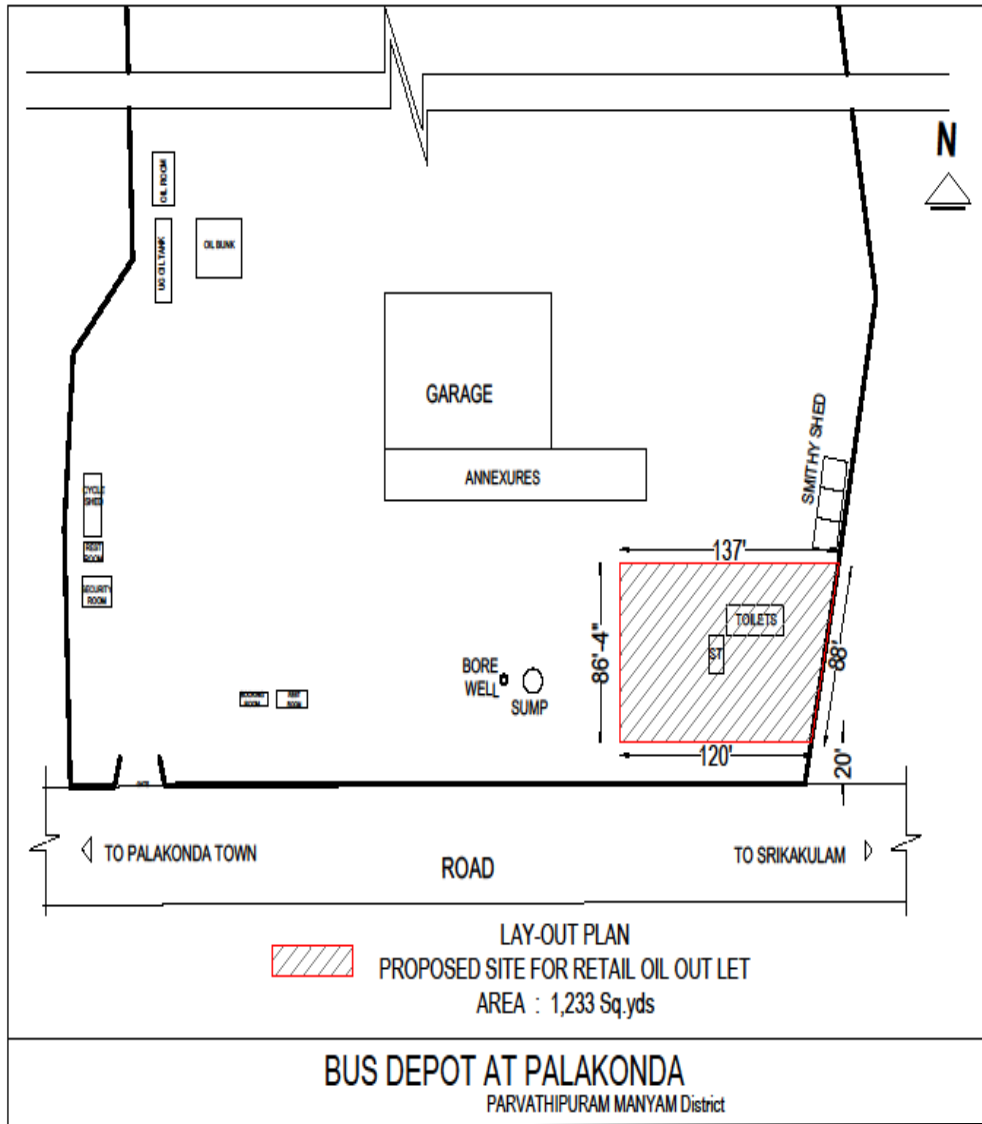
In case of existing structures in use in the project site, the successful bidder is required to construct at its cost, an alternate structure to the existing structure in use at a place specified by the Authority, as per standard specifications of the Authority.

Special conditions for Anaparthi site:

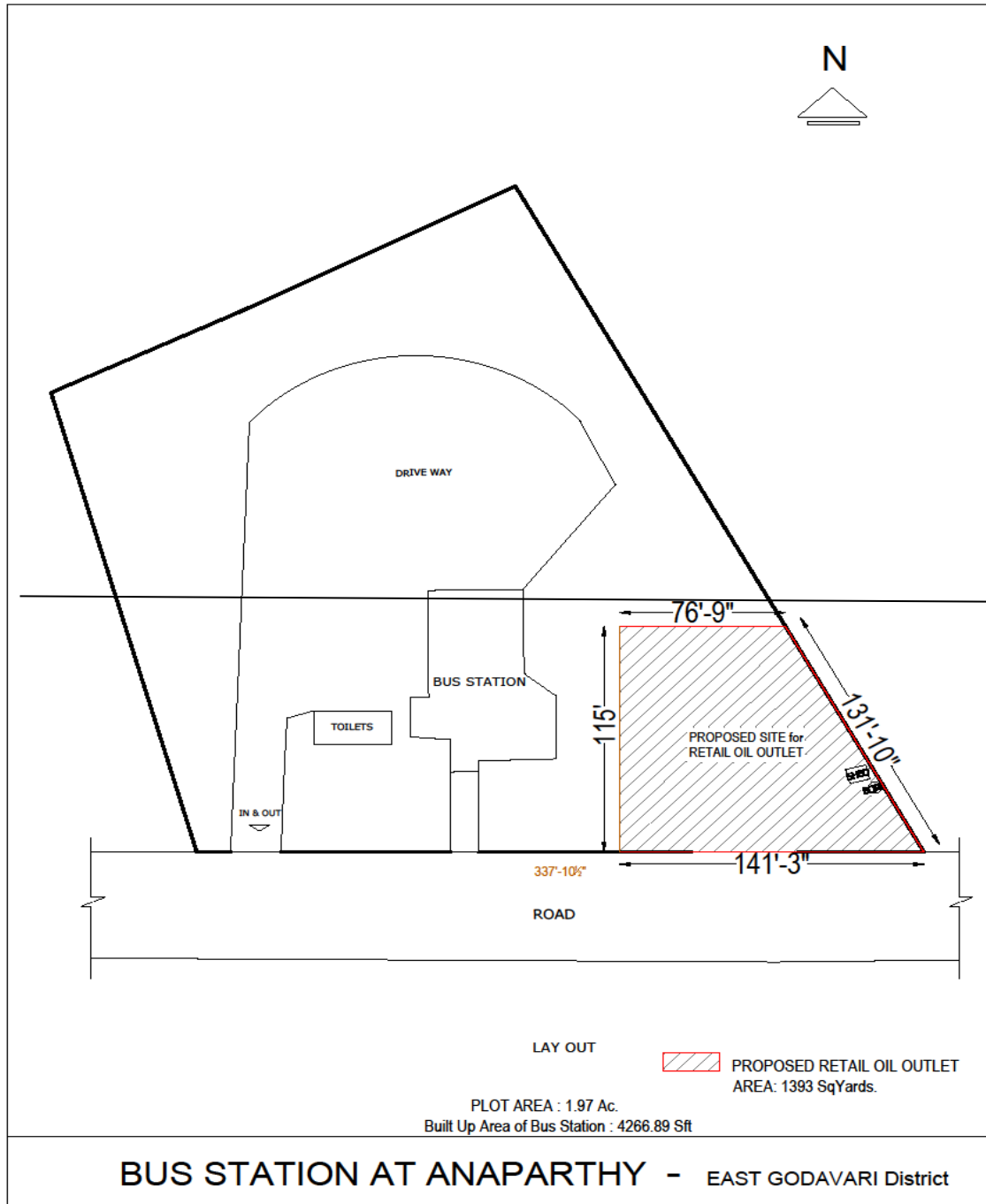
- 1) The existing bore well and pump room located in the proposed site at Bus Station Anaparthi shall be retained in "as is where is condition" by the Lessee during the lease period.
- 2) APSRTC reserves the right to own this bore well and pump room and to utilize water from this bore well for the purposes of Bus Station facilities and APSRTC tenants as well.

- 3) The Lessee can draw water from this bore well and utilize the same during construction / installation of RO, duly paying electricity charges.
- 4) The Lessee shall at all times provide access to the employees or representatives of the Lessor to this Bore well and pump room.
- 5) The facilities in the RO shall be planned in such a way that the existing facilities viz. Bore well and Pump room shall at all times be retained in good condition and not affected during operation of RO and there will not be any hindrance to the maintenance of these facilities.

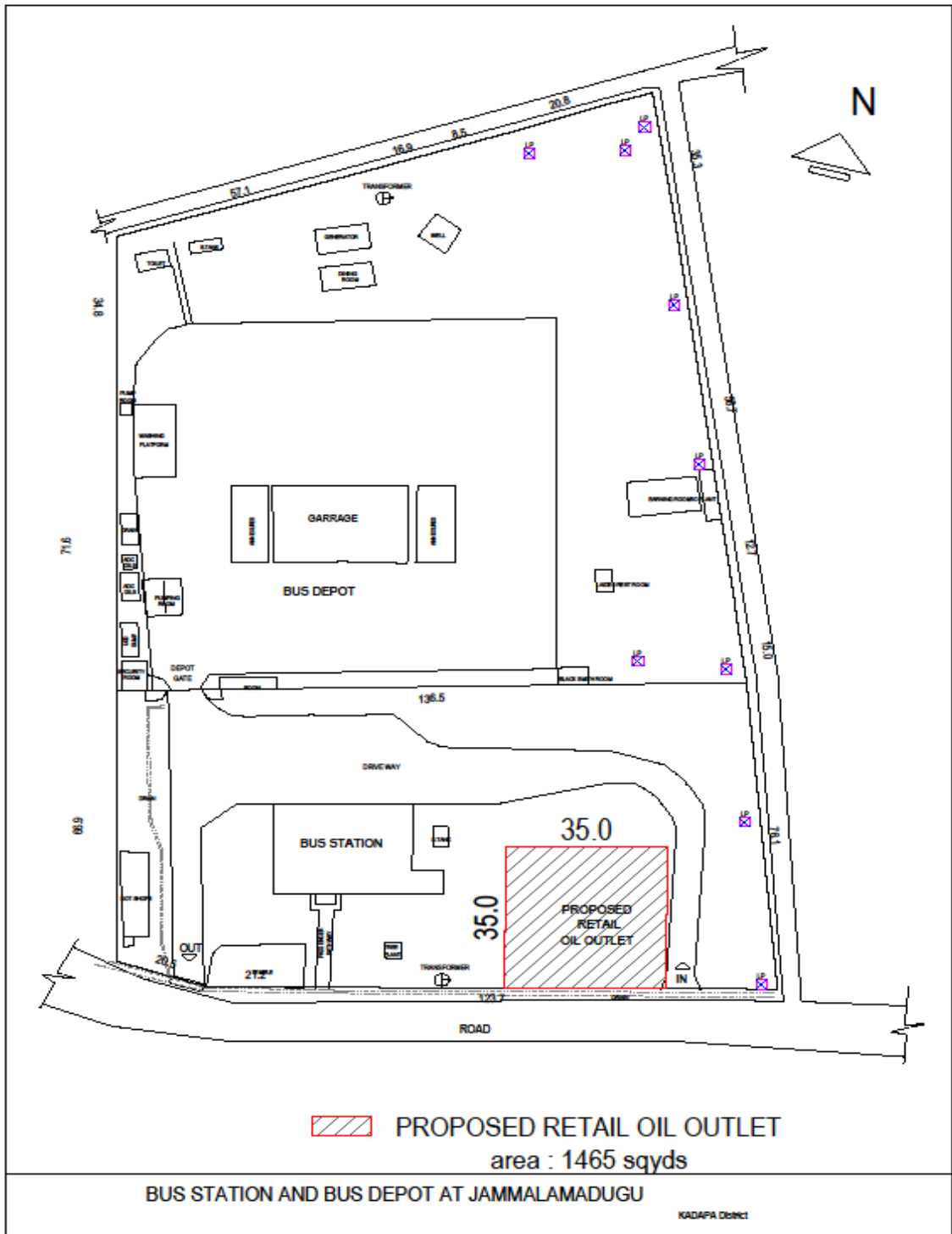
PALAKONDA (1,233 Sq. Yards)



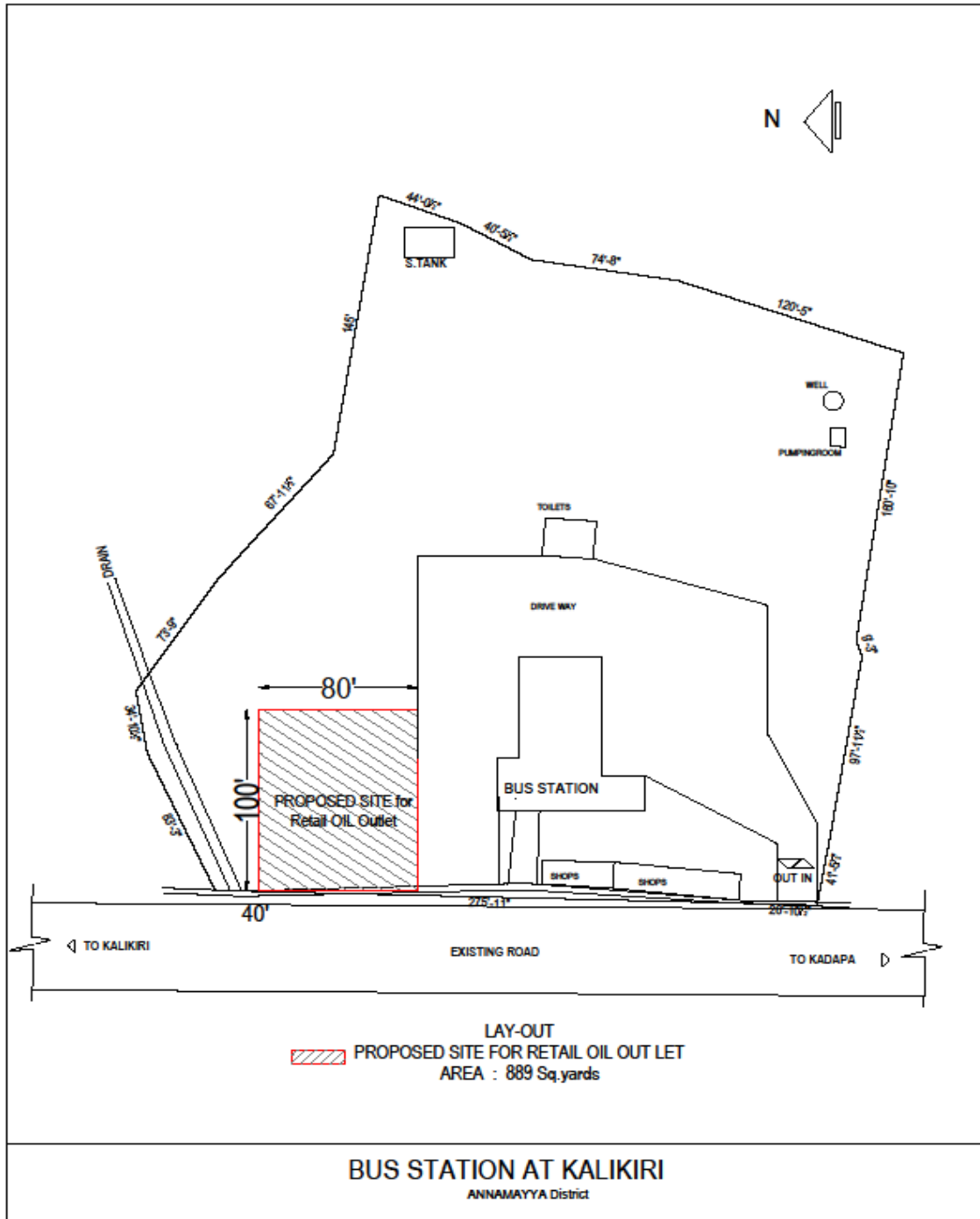
ANAPARTHY (1,393 Sq. Yards)



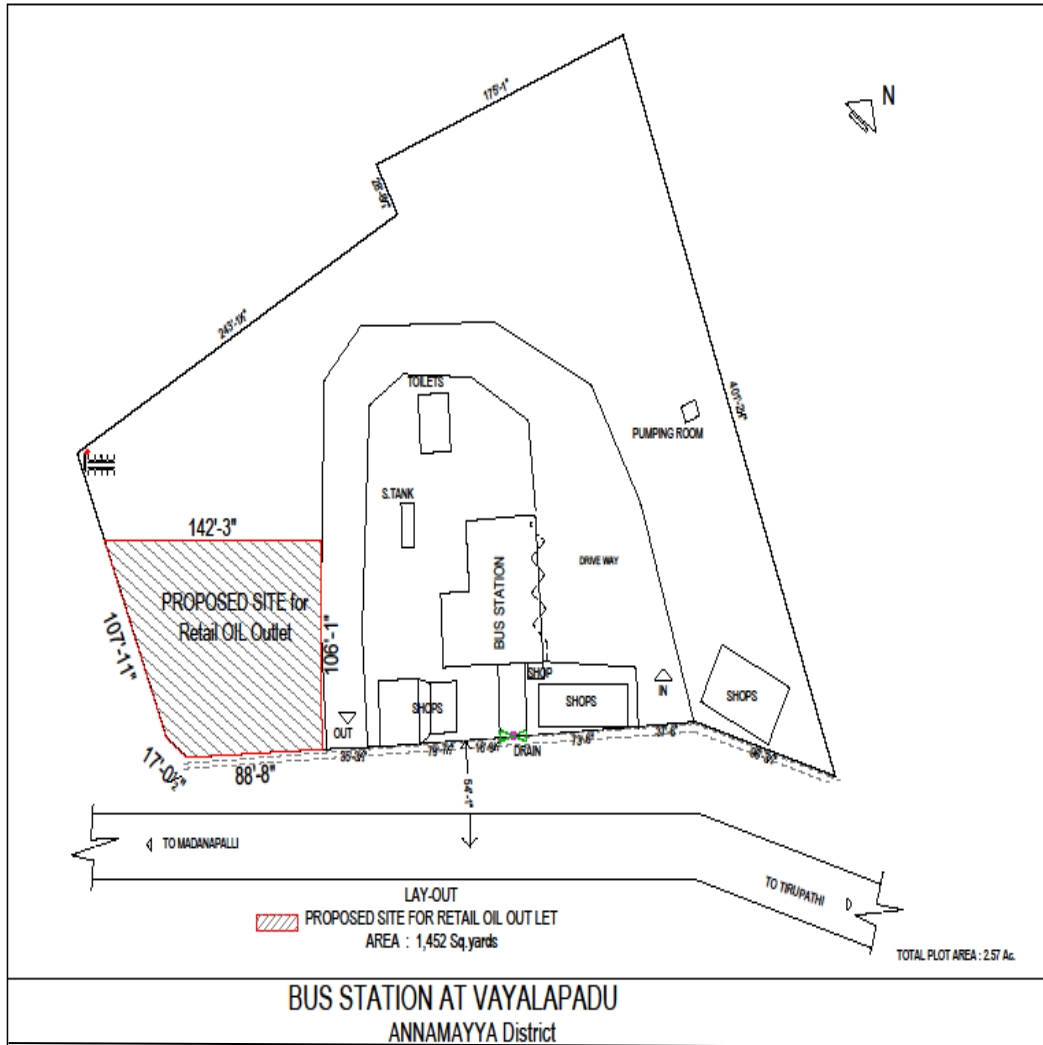
JAMMALAMADUGU (1,465 Sq. Yards)



KALIKIRI (889 Sq. Yards)



VAYALPADU (1,452 Sq. Yards)



REQUEST FOR PROPOSAL

VOLUME II- DRAFT LEASE DEED

DRAFT LAND LEASE DEED
Installation of Retail Outlet
by --- Oil Marketing Company

Lease of _____ Sq. Yards of vacant site at _____ Bus Station / Depot of APSRTC, _____ Dist. by Installation of Retail Outlet by M/s. _____ and operated by APSRTC as Dealer.

AGT. No.CM(Comm)/COM/AGT(_____)/2024-25 Dt. _____.

Lease Period: From ____ / ____ / 2024 to ____ / ____ / 2044

THIS LAND LEASE DEED (herein after also referred to as "Agreement" or "Lease Agreement" or "Lease Deed" or "Land Lease Deed") is made on this the ____th day of _____ 2024 at _____(place) , _____ Dist., Andhra Pradesh.

Between

Andhra Pradesh State Road Transport Corporation (APSRTC), established under RTC Act 1950, having its Head Office at RTC House, 1st Floor, PNBS, Vijayawada – 520 013, represented herein by its **Chief Manager (Commercial)** of Head Office, hereinafter referred to as "**Lessor**" or "**APSRTC**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the FIRST PART

and

"M/s. _____, a company incorporated under the Companies Act, 1956, having its Head Office at _____, Regional Office / State Office at _____, India, represented by Sri. _____, Aadhar No. _____, S/o _____, aged about ____ years, _____ (Designation) having its Divisional Office at _____, Andhra Pradesh, Pin _____, hereinafter referred to as the "**Lessee**" or "**Successful Bidder**" or "**_____ (Oil Marketing Company)**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the SECOND PART.

Eachsinglya "Party" and collectively the "**Parties**".

Bidder

WHEREAS,

With an objective of increasing commercial revenues for providing better amenities and facilities to its commuters, APSRTC being the absolute owner of the site admeasuring _____ Sq. Yards or approximately _____ Square meters under Survey No. _____ of _____ Village, _____ Mandal, _____ District, invited tenders through Tender Notice No. _____ Dt. _____ from interested Oil Marketing Companies having refineries for installation of Retail Oil Outlet which will be operated by APSRTC as a Dealer.

Pursuant to evaluation of the proposals that were received, the APSRTC being the Lessor accepted the proposal submitted by _____ (Oil Marketing Company) as successful bidder for the Project of Installation of Retail Oil Outlet by _____ (Oil Marketing Company) in _____ Sq. Yards at _____ Village, _____ District and issued a Letter of Intent (LoI) bearing No. CM(C)/Oil Outlets/110(__)/ 2023-24 Dt. _____.

The successful bidder being the Lessee has paid an amount of Rs. _____ (Rupees _____ only) towards interest free, refundable Security Deposit to the Lessor, as being the precondition to the execution of this Agreement.

The Lessee acknowledges and confirms that it has undertaken a due diligence exercise of all aspects of the site and the Project including its technical and financial viability, legal due diligence, and on the basis of its independent satisfaction hereby accepts the Lease and agrees to implement the Project at its own cost, risk and expense in accordance with the terms and conditions of this Agreement.

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

1. Whereas the Lessor, being the owner of the land admeasuring _____ Sq. Yards, app. _____ Sqm. at Survey No. _____, situated in _____ (Village), _____ (Mandal) _____ District of Andhra Pradesh, in consideration of the rent herein after reserved, being paid by the Lessee, the Lessor do hereby demise unto the Lessee all that piece or parcel of land, more particularly described hereunder written and delineated on the plan thereof

Bidder

at schedule-II (the said Land or Site or Project Site or Premises), on the terms and conditions set forth in this Agreement.

2. On signing of the Lease Agreement the site is vested with the Lessee on "as is where is" basis.
3. The Lessor on the date of execution of this Agreement grants lease of the said land together with the necessary right of way and access to the Lessee for the purpose of the Lessee's business of installation, operation & maintenance of Retail Outlet (RO), storage, use & sale of Petroleum and other allied products, providing servicing and Lubricating stations by the Lessee together with the right for the Lessee to install, erect and maintain in, upon and underneath the said piece of land Motor Spirit (Petrol), High Speed Diesel Oil Pumps, Storage Tanks, Pipelines and all other necessary equipment.
4. The Lessor hereby grants and authorizes the Lessee to exercise and / or enjoy the rights, powers, benefits, privileges, Lease/s and entitlements including the right to collect, retain and appropriate all tariffs, rentals, other fees and charges for the facilities and services provided, and to hand back the project facilities on the expiry date or on the termination date as the case may be ("**the Lease**"), as set forth in this Agreement.
5. The Lessor hereby grants and authorizes free liberty to the Lessee at all times to re-erect or reorganize all or any of the facilities aforementioned at Lessee's own cost.
6. The Lessor hereby grants and authorizes the Lessee to exhibit on the demised land its name boards, sign boards, advertisements boards in relation to the business of the Lessee or sub-lessee.
7. In consideration for the Lease of the Site, the Lessee shall grant the Dealership of the Retail Oil Outlet in this project site to the Lessor through a separate Dealership Agreement, and such sub lease shall not be inconsistent with or contrary to the terms and conditions of this Lease Agreement. No payments towards Security Deposit, Monthly Fee etc. shall be paid by the Lessor to the Lessee for awarding Dealership or during the subsistence of the Dealership Agreement. The Dealership Agreement and the Lease Deed shall be read in conjunction with each other.

8. The Lease of the site hereby granted is for a period of ____ **Years** ____ **Months**. The lease commences from ____ and ends by ____ (“the **Lease Period**”).
9. The first 6 months period i.e. from ____ to ____ is considered as holiday period for arranging payments to the Lessor and is for the purpose of ‘obtaining approvals’ / installation / construction / erection of Retail Oil Outlet.
10. The balance ____ years ____ months period i.e. from ____ to ____ is for commercial operation of Retail Oil Outlet.
11. Minimum Period of doing business: The minimum period of doing business by the Lessee shall be 5 (Five) years from the date of commencement of Lease Period of the RO. If the Lessee intends to vacate the premises for what so ever reason/s before completion of minimum period of 5 years, the Lessor has the right to forfeit the Security Deposit amount.
12. The selected Oil Marketing Company should construct the Retail Oil Outlet in 5 months after entering into the Agreement so as to facilitate APSRTC to obtain all required permissions for sale of Petroleum products as Dealer.
13. In case of delay in installation of RO and the delay is attributable to any valid reasons viz. delay in issue of building permissions by local bodies, delay in payment of taxes by APSRTC, Force Majeure events etc. the payment of Monthly License Fee commences from the date of commencement of commercial operation of RO.
14. In consideration of the rights, privileges and benefits conferred upon by the Lessor, the Lessee hereby accepts the Lease and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions of this Agreement.
15. In consideration of the holiday period being granted as per item no. 9 to the Lessee for arranging payments, the delay if any being caused by the acts and deeds attributable to the Lessor in obtaining approvals for sale of Petroleum and allied products (as a Dealer) from the Government Departments shall be condoned by the Lessee for a period of 90 days from the date of completion of installation of Retail Outlet and the lease rent shall be paid by the Lessee for such delay period also without any

deductions and the Lessee shall not claim for any compensation or damage for such delay period.

16. The Lessee shall not assign, transfer, mortgage or create any lien or encumbrance on this land, or on the Lease hereby granted or on the whole or any part of the project site / buildings / facilities.
17. The Lessor shall make available the project site to the Lessee and be liable to remove / relocate at its cost all persons / structures that may have to be displaced from the Project Site, if any and the Lessee shall not be liable in this behalf.
18. In the event the Lessee is obstructed by any person claiming any right or interest in or over the project site or any part thereof etc., the Lessor shall defend such claims and proceedings at its cost and expense.
19. The Lessee shall through a transparent procedure sub lease any part of the built-up area or the spare site after installation of the Retail Outlet to any third party for generation of non-fuel revenue only with the written approval of the Lessor, provided the terms and conditions of such sub leases shall not be inconsistent or contrary to the terms and conditions of this lease deed and shall be coterminous with the Land Lease Deed. Such third-party commercial agreements shall be signed by the Lessor, the Lessee and the sub-Lessee (third party). The non-fuel revenue thus generated on leasing of Retail Outlet premises including the built-up space, vacant space for Bank ATM / Bakery / Departmental Stall / Soft Drinks / Dairy Products etc., (without any fire) will be shared equally by the Lessee and the Lessor. Under no circumstances the sub-Lessee is allowed to occupy extra space than the allotted. The Sub Lessee shall confine and limit his business and advertisements pertaining to their business to the area allotted to them.
20. The Lessor reserves the right to sell tyres, spare parts etc. of all types of vehicles or any permitted business at the vacant space / building at RO without affecting RO business. The monthly lease rent payable by the Oil Marketing Company will be reduced proportionately for the area utilized by APSRTC for this purpose during the specific period of performing such business only. APSRTC shall receive 100% revenue from such business and do not pay any rent or honorarium to the Lessee.

21. The Lessor as Dealer reserves the right to exhibit commercial advertisements through hoardings without hindrance to the RO business. APSRTC reserves the right to receive 100% revenue from such advertisements.
22. Upon the Lessee observing and performing its obligations, covenants, terms and conditions of this Agreement the Lessee shall remain in peaceful possession and enjoyment of the project Site during the lease period.
23. The Lessee shall not without prior written consent or approval of the Lessor use the site or any part thereof for any purpose other than for the purposes of implementing the project in accordance with the provisions of this Agreement and purposes incidental thereto or as may otherwise be approved in writing by the Lessor.
24. The Lessee shall maintain vigil over the site during the construction of the RO to prevent encroachments or occupation of the site and in case of any encroachment or occupation forthwith remove the same at Lessee's cost and expense.
25. The Lessee shall be solely liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the Site. The Lessee shall obtain all licenses, permits for storage and handling of petroleum and petroleum allied products at their cost, and comply with all applicable Laws and Permits in accordance with good industry practice.
26. The Lessee shall, at all reasonable times and on reasonable notice, afford access to the project site to any Government Authority, the Lessor, their employees and authorized representatives so as to carry out their respective functions and obligations as per this Agreement.
27. The Lessee is entitled to undertake development of the Site and enter into contractual arrangements / agreements with such contractors / persons / agencies as it may deem necessary and appropriate, for performing its obligations in accordance with the provisions of this Agreement. In the event of any conflict or inconsistency between such contractual documents and this Agreement, the provisions of this Agreement shall prevail. The Lessee shall supervise, monitor and control the activities of such contractors / persons / agencies. The Lessee shall entirely be liable for any violations or breaches thereof by such contractors / persons / agencies and

their representatives and employees and shall indemnify and keep indemnified the Lessor from and against all liabilities and costs in this behalf.

28. As per model Retail Outlet Scheme the Lessee shall provide all mandated facilities in the Retail Outlet as per standard specifications, standard customer amenities e.g., clean and hygienic washrooms, customer centric innovative offerings etc.
29. The Lessee shall provide at its cost adequate lighting / illumination with all fixtures at the Retail Outlet, as per mandate and good industry practice.
30. The Lessee shall provide fully consolidated yard and top surface of the pavement in the RO shall be without undulations.
31. The Lessee shall undertake repairs in time to the RO facilities provided by the Lessee during subsistence of the Agreement as per good industry practice. The RO facilities at all times shall be in good condition with better ambience & aesthetics.
32. The Lessee shall pay in a timely manner all Taxes including GST, Property Tax, Duties, Levies, Cess, Charges, Income Tax, Sales Tax, Service Tax, Excise Duty, Customs Duty, Octroi, Stamp Duties, Registration charges, fines, late fees etc., that may be levied, claimed or demanded from time to time by the Government of AP or Government of India or their agencies or Local bodies from time to time, including any revision thereon effected from time to time, in respect of the Project. Any revision in the rate of Tax or the imposition of a new Tax / Taxes shall be borne by Lessee only.
33. The Lessee shall pay and bear charges for water supply, sewage disposal as per urban Local Body norms, electric power, gas, telephone and other utilities during the construction of the Project.
34. The Lessor shall pay and bear charges for water supply, sewage disposal, electric power, telephone and other utilities during the operation of the Retail Outlet as a Dealer.
35. The Lessee shall be responsible for safety, soundness and durability of the project facilities including all structures, dispensing pumps, UG tanks, pipelines, electrical wiring forming part thereof etc., and their compliance with the specifications and standards stipulated by BIS or any such Authority during the lease period.

36. The Lessee shall, handover the project site & project assets free from encumbrances and encroachments to the Lessor or its nominated agency upon the expiry / termination of the Lease.
37. The Lessee shall, confine their activities to the project site at its cost and not encroach upon, damage or degrade adjacent land and be liable for all costs and consequences for its failure.
38. The Lessee shall provide training at their cost to all the employees engaged by the Dealer in the Retail Outlet at regular intervals for operation and maintenance of the RO and 'handling of the Petroleum products as per applicable laws'.
39. The Lessee shall replace, repair, replenish or renew, as the case may be, the materials, goods, machinery, equipment, capital components and spares etc., and undertake preventive maintenance, additions / alterations to the buildings, Yard and other RO facilities including electrical connections at its cost as necessary to carry out efficient operations and maintenance of the RO as per statutes and good industry practice.
40. Upon expiry of the Lease period by efflux of time or by termination, the Lessee shall transfer, assign and deliver to the Lessor or its nominated agency, free and clear of any encumbrances, the vacant and peaceful possession of the project site, project assets along with the buildings, facilities (excluding underground fuel tanks, dispensing pumps, canopy and machinery and other equipment related to oil dispensing provided by the Lessee).
41. The parties shall mutually cooperate with each other in order to achieve the objectives of this Agreement.
42. During the lease period, the Lessee shall undertake or cause at its cost and risk the maintenance of the RO facility including UG tanks, dispensing units, UG pipe lines, canopy, electrical works related to dispensing of petroleum products, fire-fighting etc. in accordance with good industry practice, applicable Laws and applicable Permits.
43. The Lessee shall carry out the maintenance of the project facility with the objective of providing quality service standards in accordance with the Specifications and Standards and good industry practice such that the RO

is operated and run efficiently, smoothly, continuously and without any hindrance or inconvenience to the users thereof.

44. The Lessee may determine, demand, collect, revise, retain the tariff for such contractual arrangements at rates determined by the Lessee and for investments made at the RO towards infrastructure facilities upon allotting dealership to the Lessor as per good industry practice.
45. The Lessee shall indemnify and keep indemnified the Lessor, its employees, agents, representatives and consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. arising out of or in connection with execution of documents / agreements with the third parties.
46. The Lessee and the Lessor may mutually agree to extend the Lease period, based on the performance review, before expiry of such Lease period by efflux of time, upon mutually agreed terms and conditions.
47. The Lessee shall not assign its rights, or interest or create a Security Interest in respect of its rights under this Agreement or any part thereof to a third party.
48. The ownership of the project site shall always remain vested with the Lessor during the lease period. The Lessee shall only have the right to develop and use the site in accordance with the provisions of this Agreement.
49. The ownership of all infrastructure assets, buildings, structures, equipment and other immovable and movable assets constructed, installed, located, created or provided by the Lessee in, on, over or under the Project Site pursuant to this Agreement shall, until transfer to the Lessor in accordance with this Agreement, be with the Lessee.
50. The Lessee should not construct more than the approved built-up area as provided in approved plans. The Lessee is responsible for all consequences if constructions are made without the approval of Local bodies.
51. The GO. MS No. 141 of MA&UD dated 06.06.2016 was issued by the Govt. of Andhra Pradesh regarding change of land use of all vacant lands of APSRTC being the Lessor converting the land use into multiple use Zone. If still any other permissions are needed for the Lessee, related to the type of project, the Lessor will make an application to the extent needed to the

concerned Authorities. In case of any fee to be paid towards land conversion charges the same shall be paid by the Lessee.

52. The "Lease Deed" shall be duly registered with the relevant Government Authority at the Lessee's cost (Stamp duties, Registration charges etc.).
53. In the event of the said land or any part thereof being acquired by the Government or any local authority or public body under any law for the time being in force, with effect from the date of such acquisition the Lessee may exercise its option to continue the lease for the remaining un-acquired land in which case the rent shall be reduced proportionately. If any monetary compensation is paid by such authority during road widening or during acquisition of any part or parcel of the said land the Lessor shall be entitled to receive compensation from such authority towards the cost of the land and the Lessee shall be entitled to receive compensation from such authority towards the cost of the project facilities provided by them.
54. The Lessee shall follow the standard norms with regard to construction / installation of Retail Outlet and shall provide all RO facilities as per good industry practice. The construction of Sales room / Office room / Generator room / Toilet block etc. structures shall be of RCC roof.
55. The Lessee confirms that all safety norms shall be complied with by them during installation / operation of Retail Outlet. Important mandatory / statutory accessories like fire safety equipment, other accessories as per norms such as generator, air compressor (preferably for both air & Nitrogen), air gauge, first aid, water facility, toilet facility, canopy etc., and other basic amenities shall be arranged by the Lessee in the project site (RO) at their cost.
56. The Lessee shall construct generator room in the Retail Outlet. Providing foundation bed to Generator, installation of Generator & integration with the system shall be undertaken by the Lessee only at its cost.
57. In case, Generator is provided by RTC on the request of the Lessee, then the Lessee shall provide subsidy to RTC towards cost of Generator as per Oil Marketing company norms in force. Electrical power connection charges payable to DISCOMs, installation charges etc. shall be borne by the Lessee.
58. The Lessee shall provide at its cost adequate lighting / illumination with all fixtures at the Retail Outlet, as per mandate and good industry practice.

59. The Lessee shall provide at its cost, auto power factor control unit / monitor at the Retail Outlet. The Earthing system / Grounding system with Copper cables shall be provided by the Lessee at its cost at the RO.
60. The Lessee shall provide 7 feet height brick masonry compound wall where Bus Depot boundary exists as per APSRTC norms. For the other sides, the compound wall shall be constructed as per PESO norms at it's cost.
61. The Lessee shall provide complete automation facility with computer and necessary T&P at it's cost to monitor the operations of Oil outlet by the authorised Unit Officer of the Lessor, from any remote location on line, as and when required.
62. The Lessee shall obtain fresh / renewal of all licenses and permissions from the competent authorities from time to time for operation of RO during the subsistence of the lease period, at it's cost. The Lessee shall pay at its cost and discharge all types of fee including fee for NOC from various Government Departments, NH permission fee, Municipal License fee, storage of explosives license fee, fee for Legal Metrology etc. including the revisions and levy of new taxes there on, if any, etc., levied by statutory authorities for the scheduled premises from time to time during the subsistence of the lease period.
63. The _____ Oil Marketing Company shall make continuous supplies of various Petroleum products viz. Motor Spirit & HSD Oil etc. to the Dealer (APSRTC) as per the indent placed as per good industry practice.
64. The Dealer commission on sale of fuel shall be as per standard norms of the Company and the same shall not be less than that offered to any other Government Organization / PSU / Company throughout the lease period. The Dealer commission offered by the Lessee on sale of fuels shall be on par with that of any other PSU Oil Marketing Company.
65. The Lessee shall take all reasonable precautions for the prevention of accidents during construction / installation of RO facilities. The Lessee shall, at its cost and expense, purchase and maintain during the construction period such insurances as are necessary and keep the Lessor and its employees, representatives indemnified from all claims arising out of accidents, damages etc., if any.

66. The Lessor as a Dealer, during the operation period of the Retail Outlet shall, at its cost and expense, purchase and maintain such insurances as are necessary as per good industry practice.
67. The lessee shall indemnify the lessor from all losses, damages, claims, suits, legal proceedings or actions which may arise out of or result from any loss or injury to any person or property or from violation of any statutory enactments, rules or regulations or other written orders or other laws or caused by or resulting from non-observance by the lessee of any of the provisions of this Agreement or otherwise howsoever. The lessee shall at all times indemnify and keep indemnified lessor, its officers, employees, and agents against all losses, damages, liabilities, suits, action, legal proceedings, claims, demands or otherwise howsoever arising out of any claims made by the Central and / or State Government and/or Municipal, Local and/or other Authorities and/or by all / any consumers and/or customers of the products and or by any other third party as a result of or in consequence of any act or omission of whatsoever nature by the lessee, its employees, its agents, including without prejudice to the generality of the foregoing any accident or loss or damage/injury to life and /or property arising out of the activities of the lessee etc., whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the lessee , its employees.

68. Interest free refundable Security Deposit:

In consideration for the grant of the Lease, as a pre-condition for entering into the Lease Agreement, the Lessee has to pay an amount equivalent to 18 times the lease rent of first month, to the Lessor towards interest free, refundable Security Deposit. Accordingly, the Lessee has made a payment of Rs. _____/- (Rupees _____ only) to the Lessor's office at Unit Officer / Depot Manager, APSRTC, _____ through online transfer to the _____ bank, _____ Branch, Account No. _____, IFSC Code _____ on _____, after deducting the Bid Security amount of Rs. ___ /- paid by the Lessee at the time of tenders, towards interest free, refundable Security Deposit.

Thus, the Lessee has made a total payment of Rs. _____/- (Rupees _____ only), equivalent to 18 times the lease rent of first month, to the Lessor towards interest free, refundable Security Deposit and the same is received by the Lessor.

69. On completion of the Lease Period, the Lessor shall refund the interest free Security Deposit to the Lessee within a period of six months duly adjusting dues if any payable by the Lessee to the Lessor or recover project payment obligations towards power, water, maintenance, if any, payable by the Lessee.

70. Monthly Lease Rent:

- a) In consideration for the grant of the Lease, the Lessee has agreed to pay monthly lease rent of Rs. _____/- (Rupees _____ only), exclusive of all Taxes, to the Lessor during the first year and for the subsequent periods as per the Schedule of payments at Schedule-I of this agreement and the Lessee agrees to pay the rent at the time and in the manner specified. The taxes as applicable shall be payable by the Lessee along with monthly lease rent.
- b) The lease rent from 2nd (Second) year onwards shall be increased by 5% (five percent) every year over that of the previous year lease rent throughout the lease period.
- c) The monthly lease rents shall be paid by the Lessee on or before 10th day of every month in advance to "The Depot Manager, APSRTC, _____" or any authority authorised to receive such payments in writing by the Lessor, through online transfer to the _____ bank, _____ Branch, Account No. _____, IFSC Code _____ or by Demand Draft.
- d) In the event, the payments are delayed beyond a period of 15 days from the scheduled date, it shall be construed as Lessee's default in payment of Lease rent. When such a default occurs, the Lessor shall issue a default notice to the Lessee requesting to remedy the situation within 15 days. If the situation is not remedied, at the end of 15th day a second notice shall be issued allowing further period of 15 days. In the event that the Lessee fails to remedy the situation, the Lessor may at the end of 45th day (15+15+15 days) appropriate the amount due from the Security Deposit (interest free, refundable Advance Lease Rent) and issue a Show Cause Notice for Termination. The Lessee shall reinstate the security Deposit within 7 days, failing which the Lessor reserves the right to terminate the Lease Agreement.

71. Penalty for Delayed Payments:

If the Lessee fails to pay the Lease rent (the monthly payments on advance basis) to the Lessor, within the stipulated period, a penal interest @ 18% per annum on the outstanding amounts will be imposed from and including the due date to the date of payment, in other words for each day of delay.

72. Events of Default

Event of Default means the Lessee Event of Default or the Lessor Event of Default or both as the context may admit or require.

a) Lessee Event of Default

The Lessee event of default means any of the following events unless such an event has occurred as a consequence of the Lessor's event of default or a Force Majeure event:

- i) The Lessee's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement or otherwise takes any action or evinces or conveys an intention not to be bound by this Agreement.
- ii) The Lessee has not rectified the default in payment to the Lessor.
- iii) The Lessee passing a resolution for voluntary winding up.
- iv) Lessee terminating the Agreement before completion of minimum period of doing business of 5 years.
- v) Appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Lessee by a Court of competent jurisdiction in proceedings for winding up or any other legal proceedings.
- vi) Levy of an execution or distraint on the Lessee's assets which has or is likely to have material adverse effect and such execution or distraint remaining in force for a period exceeding 30 days or any authority, regulatory body, Court, Tribunal or Judicial authority passing or issuing any order or direction against the Lessee.
- vii) Amalgamation of the Lessee with any other company or reconstruction or transfer of the whole or part of the Lessee's undertaking (other than transfer of assets in the ordinary course of business).

- viii) The Lessee engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law.
- ix) The Lessee is adjudged bankrupt or insolvent.
- x) The whole of the project facility or any part of project facility remains closed / un-operational for an aggregate period exceeding "one hundred and twenty" days in a year (except for reasons on account of Lessor's event of default).
- xi) Failure on part of the lessee to rectify defects in Under Ground tanks, Dispensing Pumps and other equipment related to Retail Outlet as per good industry practices.
- xii) Such other events as have been specified as Lessee events of default under the provisions of this Agreement.

(b) Lessor Event of Default

- i) The Lessor's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement that has a material adverse effect unless such failure has occurred as a consequence of Lessee event of default or a Force Majeure event;
- ii) Expropriation or compulsory acquisition by any Government Authority of the project / project assets or part thereof or any material assets or rights of the Lessee; provided the same has not resulted from an act or default of the Lessee; road widening programs and other related acquisitions by the statutory bodies shall be excluded from this clause.
- iii) In the event of any legal dispute arising out of the title deeds with the private parties or with the Government or Government intends to take over and notices are issued or approvals rejected on such grounds etc., and the Lessee is unable to proceed with the implementation / development of the project it should not be treated as Lessor event of default. In such situation the lease agreement will automatically get terminated and the amounts paid by the Lessee shall be refunded without interest.

73. Upon the occurrence of the Lessee event of default, the Lessor shall without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement.
74. Upon the occurrence of the Lessor event of default, the Lessee shall without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement:
75. Provided that before proceeding to terminate this Agreement, the party entitled to do so shall follow the procedure laid down in the termination procedure duly giving notices in writing specifying in reasonable detail the underlying event(s) of default (i) provide an opportunity to the other party to state it's position and give explanation in the matter & (ii) give due consideration.
76. During the such remedial period, the parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the party in breach shall compensate the other party for any loss or damage caused or suffered on account of the underlying failure / breach.
77. If the Lessee fails to take remedial measures to the satisfaction of the Lessor or fails to comply with the Agreement conditions, Lessor shall have the right to terminate the Agreement.
78. The Lessee agrees that the Lessor shall be entitled to operate or procure and cause operation of the Retail Outlet upon the issue of the Termination Order.
79. On occurrence of an event of default, the Lessor shall issue a default notice to the Lessee requesting to remedy the situation within 15 days. If the situation is not remedied, at the end of 15th day a second default notice shall be issued allowing further period of 15 days. In the event that the Lessee fails to remedy the situation, the Lessor shall appropriate the amount due from the Security Deposit and issue a Show Cause Notice for Termination.
80. The Show Cause Notice for Termination shall not be for more than 30 (thirty) days (Termination Period). The Lessee shall reinstate the security Deposit within 30 (thirty) days, and remedy the event of default within the stipulated time, failing which the Lessor reserves the right to terminate the

Lease Agreement by issuing a termination order. With issue of Termination Order, this Agreement shall stand terminated.

81. During termination period, the parties shall continue to perform such of their respective obligations under this Agreement ensuring continued availability of the project to the users.
82. In the event of refusal of statutory approvals for renewal of the License and Lessee makes a request to Lessor for termination, the lease agreement will automatically get terminated within seven days of such request of Lessee.

83. Immediate Termination:

Without prejudice to the foregoing and notwithstanding anything to the contrary herein contained, no such notice/s of fifteen (15) days shall be required to be given by the Lessor and the Lessor shall be at liberty at its sole discretion to terminate this Agreement forthwith on or at any time after the happening of any of the following events namely:

- i) In the opinion of the Lessor, if the Lessee is found to be indulging in any malpractice (including adulteration /contamination of the products, stoppage of sales for the reason not attributable to the Dealer) or is engaged in any dishonest or unethical practice;
- ii) If the Lessee fails or omits to observe and comply with the provisions of any applicable laws, rules, regulations, notifications or conditions of any licenses, permissions or authorizations with regard to storage, supply and transportation of Petroleum and allied products.

84. Consequences of Termination / expiry of lease period.

- a) Upon expiry of the Lease period by efflux of time or by termination, the Lessee shall transfer, assign and deliver to the Lessor or its nominated agency, free and clear of any encumbrances, the vacant and peaceful possession of the project site, project assets along with the buildings, facilities (excluding underground fuel tanks, dispensing pumps, canopy and machinery and other equipment related to oil dispensing provided by the Lessee).
- i) The transfer of immovable property comprising the project and the project assets shall be deemed to be a termination of all leasehold arrangements or licenses in relation to the site and all such

immovable property (excluding underground diesel tanks, dispensing pumps, canopy and machinery and other equipment related to oil dispensing provided by the Lessee) shall automatically revert to the Lessor or its nominated agency.

- ii) Only the assets of the Lessee shall be taken over and not the liabilities, including those relating to labor and personnel related obligations of the Lessee.
 - iii) All contracts, agreements, arrangement's etc., entered into by the Lessee with any third party shall also be liable to be terminated forthwith along with the termination of this agreement at the sole option and discretion of the Lessor.
 - iv) If, on the transfer date, any person / agency is found to be occupying the Site or any part thereof, it shall be lawful for the Lessor to secure summary eviction of such person / agency in accordance with the applicable Laws.
- b) In the event of termination of this Lease Deed due to Lessee event of default, no termination payments shall be payable to the Lessee. Lessor shall retain the payments made till the date of termination including Lease rent and Security Deposit.
 - c) Further, this Agreement shall automatically terminate upon expiry of the Lease period by efflux of time, or in the event of termination.
 - d) Provided that in the event of termination, the Lease period shall mean and be limited to the period commencing from the Agreement date and ending with the termination date.
85. If any dispute or difference or claims of any kind arises between the Lessor and the Lessee, then the
- a) Parties shall meet together promptly, at the request of either Party, in an effort to resolve such dispute, difference or claim by discussion between them, failing which,
 - b) Per-se the Courts at Vijayawada and High Court of Andhra Pradesh only shall have the jurisdiction to decide.
86. The waiver by the Lessor, including conditional or partial waiver, of any default by the Lessee in the observance and performance of any provision of or obligations under this Agreement shall not be construed as a waiver

of any other or subsequent default hereof or of other provisions or obligations under this Agreement and shall not affect the validity or enforceability of this Agreement in any manner.

87. The termination / expiry of this Agreement shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination / expiry or arising out of such termination / expiry.
88. The Lessor may terminate this agreement at any time without assigning any reason whatsoever by giving prior written notice of ninety (90) days to the Lessee only after completion of minimum period of doing business of 5 years. This Agreement shall stand terminated on expiry of the said period of ninety (90) days. During such period of ninety (90) days the lessee shall pay the rent and perform and observe all the covenants on its part, herein contained.
89. The Lessee may terminate this agreement at any time without assigning any reason whatsoever by giving prior written notice of ninety (90) days to the Lessor only after completion of minimum period of doing business of 5 years. This Agreement shall stand terminated on expiry of the said period of ninety (90) days. During such period of ninety (90) days the lessee shall pay the rent and perform and observe all the covenants on its part, herein contained.
90. Upon termination or earlier determination of this Agreement, both parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and /or liabilities of the parties that survive termination of this Agreement.
91. In the event of termination of this Agreement by the Lessor or by the Lessee, either party shall not be entitled to any compensation or claim any loss or damages in respect of goodwill or otherwise.
92. **FORCE MAJEURE:**

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent the party (Lessor or Lessee) claiming Force Majeure ("affected party") from performing its obligations in whole or in part under this Agreement and which event or circumstance which is

- a) beyond the reasonable control of the affected party,
 - b) such party could not have prevented or reasonably overcome with the exercise of due diligence, reasonable efforts, skill and care,
 - c) does not result from the negligence of such party or the failure of such party to perform its obligations hereunder,
 - d) is of an incapacitating nature and prevents or causes a delay or impediment in performance that has material adverse effect and
 - e) is all or any of the following circumstances:
 - i) Acts of God or natural disasters beyond the reasonable control of the affected party which could not reasonably have been expected to occur,
 - ii) Radioactive contamination, ionizing radiation.
 - iii) Epidemic, Endemic, Pandemic, famine.
 - iv) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.
 - f) Or any event or circumstance/s of a nature analogous to any of the foregoing.
93. No failure, delay or omission to carry out or observe any of the stipulations or conditions of this Agreement shall give rise to any claim against the affected party or be deemed a breach of this Agreement if the same shall arise directly or indirectly from any circumstances whatsoever attributable to Force Majeure event.
84. Any notice to be given to the other party shall be deemed to have been duly given if sent by registered post, by hand delivery, recognized courier or mail to the last known address of the party concerned to receive the same.
85. The Lease Deed shall be prepared in two sets and the Lessee shall keep one set and the Lessor shall keep the other set. Both the land Lease Deeds are considered as originals for the sake of legality. The stamp duty and registration charges on these presents shall be borne by the Lessee only.

Schedule-I

Bidder

Schedule of Payments

The Lessee shall pay the Lessor the following monthly lease rents along with all taxes during the tenure of the Lease period:

S.No	Due Date of Payment	Payment Details	Amount in Rs.
1	At the time of Agreement	Interest Free, Refundable Security Deposit (This amount is paid on _____)	18 X Lease Rent of first Month

Year	Lease Rent Payment Period		Monthly Lease Rent in Rs.	No. of Months	Lease Rent per Annum in Rs.
	From	To			
1				12	
2				12	5% increase YoY

- The above specified monthly lease rents shall be payable by 10th of every month, in advance during the tenure of the Lease period.
- The payments mentioned in the Schedule of Payments are exclusive of all Taxes. All taxes on 'payments to the Lessor' shall be paid to Lessor by the Lessee from time to time so as to enable the Lessor to remit the same to various Government Departments.
- The Lessee shall arrange payments to the Lessor without any deductions. In other words the amounts agreed upon shall be paid to the Lessor in to-to, as the Lessor is exempted from TDS.

Schedule-II

LAY OUT PLAN

All that piece or parcel of land in Survey No.____ of _____ Village ____ Mandal, _____ District, admeasuring _____ Sq. Yards and app. _____ Sq.mts and delineated in the Layout plan with hatched portion:

THE SCHEDULE OF PROPERTY

All that piece or parcel of land in Survey No.____ of _____ Village ____ Mandal, _____ District, admeasuring _____ Sq. Yards and app. _____ Sq.mts and the property thereabouts within the following boundaries delineated in the site plan with hatched portion:

North: _____
South: _____

East: _____
West: _____

SITE PLAN

IN WITNESS WHEREOF the Lessor and the Lessee through their respective authorized officials subscribe their respective signatures and seals hereto on this ____th day of _____ 2024 at _____, _____ Dist. Andhra Pradesh.

Signed, sealed and delivered
by:

Signed, sealed and delivered
by:

The Authorized Signatory

The Authorized Signatory

For and on behalf of

For and on behalf of

**Andhra Pradesh State
Road Transport Corporation**

**M/s. _____ Oil
Corporation Limited**

Lessor

Lessee

**Sri. _____
Chief Manager (Commercial)**

**Sri. _____
(Designation)**

Company Seal

Company Seal

WITNESS:

1.

2.