

Lr.No.C5/122(4)/2009-OPD(C)

O/o VC & MD,  
Bus Bhavan, Musheerabad,  
Hyderabad-624.

**CIRCULAR No. 6 / 2010, Dt. 15.01.2010**

Sub: **CONTRACTS:-** Allotment of maintenance contracts of bus stations to the Social Service Organisations -Revised Instructions issued - Reg.

Ref:- 1. Circular No.71/2002-OPD(C), Dt.23.10.02.  
2. Circular No.17/2004-OPD(C), Dt.26.02.04.

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**1.0 INTRODUCTION:**

- 1.1 Instructions were issued vide circulars above cited in regard to the allotment of maintenance contracts of Bus stations to the Social Service Organisations(SSOs) on 'No payment on either side basis', and procedure to be followed for calling tenders, fixation of EMD, collection of security deposit etc.
- 1.2 The very purpose of allotting the maintenance contract of the Bus stations to the Social Service Organisations on 'No payment on either side basis' is to avoid passenger complaints on maintenance of Bus stations and Toilets in the earlier system of Private Contractors on 'Payment basis'. It was also expected that SSOs/NGOs/Non-Profit Making Organisations will serve the passengers not expecting profits duly keeping the Bus station premises and Toilets in a neat and tidy condition.
- 1.3 But contrary to the expectations, a large no.of complaints are being received frequently from the travelling public on maintenance of the Toilets, cleanliness of the bus station premises, yard and platforms etc. and in particular, **collection of excess user charges by the contractors from the Toilet users.**

- 1.4 In order to avoid these complaints from the travelling public, the views of the Field Managers were obtained on the present procedure being followed in allotting the maintenance contract of bus stations to SSOs and for any modifications in the system required, i.e. collection of security deposit, period of contract, the criteria for selecting the SSOs etc.

## **2.0 OPINION OF THE FIELD MANAGERS:**

Most of the Field Managers expressed that

- 2.1 the SSOs are mainly concentrating on Toilets, which is revenue source and neglecting about cleanliness of Bus station premises/platforms resulting in public criticism.
- 2.2 the workmen engaged are frequently withdrawn after 7 p.m even at important Bus stations resulting in lack of proper upkeep at platforms and littering of the yard at late evenings and nights.
- 2.3 as there is no payment involved, there is not much scope to levy penalties and initiate suitable action against the SSO.
- 2.4 when questioned about the upkeep of the Bus station premises and Toilets, the workmen engaged by the SSOs are saying that they are under staffed and under paid.
- 2.5 when the SSOs are insisted to deploy sufficient men, they are replying to cancel the contract, stating that it is not feasible for them to deploy adequate manpower for Bus station maintenance.
- 2.6 many of the SSOs are representing from other States or District Head Quarters and they are engaging local people at the Bus stations. The authorised representative of the SSO will not be available to the Field Managers / Supervisors when the situation demands.

- 2.7 They are showing much interest in collecting money from the local labour. They are not pursuing for the cleanliness of the Bus station and toilets.
- 2.8 The Regional Managers suggested that preference shall be given to the experienced SSOs and selection criteria shall be on payment of highest security deposit basis.
- 2.9 Finally, majority of the **Field Managers suggested to call separate tenders for maintenance of Bus station premises and Toilets or to allot the maintenance contracts on payment basis to have a control on the SSO/Contractor.**

### **3.0 DECISION TAKEN:**

**On examining the entire issue in detail, it is decided to**

- 3.1 call separate tenders for (i) cleaning, sweeping of the Bus station premises, yard and platforms and (ii) maintenance of Toilets **(after expiry of the existing contracts).**
- 3.2 allot the **contract of cleaning, sweeping of the Bus station premises, yard and platforms etc. on "PAYMENT OF REMUNERATION BY THE CORPORATION TO THE CONTRACTOR"** basis.
- 3.3 allot the maintenance of toilets contract on **"PAYMENT OF LICENCE FEE BY THE CONTRACTOR TO THE CORPORATION"** basis.
- 3.4 call single tender for total maintenance of the 'C' Class Bus stations on both 'no payment on either side' and 'payment' basis.

**The procedure to be followed** for calling tenders, fixing of EMD, licence period, licence fee, collection of security deposit etc. and the selection criteria is detailed here under **Item wise.**

#### **4.0 LICENCE PERIOD:**

Initially, the licence period will be **four(4) years** which can be extended for **one more year** on the satisfactory performance of the SSOs. This will be applicable to both contracts, i.e. Sweeping, Cleaning, Maintenance of Bus stations and Maintenance of Toilets. The extension of the contract(s) beyond four years shall be recommended by the Regional Tender Committee which has to be approved by the Regional Manager concerned.

**There will be no enhancement in the licence fee for both contracts, i.e either payment by the corporation to the contractor or by the contractor to the corporation during the subsistence of the licence period.**

#### **5.0 Earnest Money Deposit(EMD):**

For both the contracts, it is proposed that the EMD amount shall be fixed as follows.

5.1	For Major Bus stations	-	Rs.1,00,000/-
5.2	For 'A' Class Bus stations	-	Rs.50,000/-
5.3	For 'B' Class Bus stations	-	Rs.15,000/-
5.4	For 'C' Class Bus stations	-	Rs.10,000/-

#### **6.0 SECURITY DEPOSIT:**

6.1 For Toilets Maintenance Contracts for which the licence fee is to be paid by the Contractor, It is proposed to fix 6 months licence fee as decided by the Tender Committee, payable by the contractor, towards security deposit.

6.2 For Bus station Sweeping & Cleaning contracts for which the corporation pays the remuneration to the contractor as decided by the Tender Committee, It is proposed that the contractor shall pay a

sum equivalent to 3 months remuneration payable to him towards security deposit to the corporation. If the contractor stops maintaining the Bus station suddenly for any reason or the contract is terminated for breach of terms and conditions of the agreement, this Security Deposit will be useful for making alternative arrangements.

6.3 In both the contracts, the Security Deposit will be forfeited duly giving one month advance termination notice;

- a. when penalties are imposed for improper maintenance or passenger complaints etc. for more than three times in a calendar year
- b. if the contractor commits breach of any terms and conditions of the agreement during the subsistence of the period of licence.

6.4 Minimum period of doing business:

In both contracts, the contractor shall carryout the allotted work as specified in the agreement for a **minimum period of one year** from the date of commencement of the contract.

In the event of the contractor seeking premature termination of contract within the stipulated one year period, the contractor has to pay the balance monthly installments for left over minimum stipulated period of contract.

If the contractor clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded. In case the contractor fails to pay the amount which falls short of the amount payable for one year, corporation has the right to adjust the deposits paid by the contractor towards the dues payable by the contractor and to refund the balance deposits, if any. In the event of any further short fall even after adjustment of security deposits, the contractor shall make good the short fall within the prescribed time by the licensor.

## **7.0 SELECTION CRITERIA:**

- 7.1 Selection criteria plays key role in awarding both the contracts. Limited tenders through news paper notification shall be called exclusively from the Social Service Organisations/ Non-Governmental Organisations / Voluntary Organisations / Non-profit making Organisations / Local Safai Karmacharies etc. as being done in the existing system. The Tender Committee shall evaluate the past performance, experience etc. of the SSOs for deciding the allotment. The highest licence fee offered by the tenderers will be the prime deciding factor for allotment of Toilets maintenance contract subject to other qualifying parameters. Similarly the lowest remuneration quoted by the contractor will be considered for Bus station Sweeping & Cleaning contracts.
- 7.2 However, for the Bus station maintenance contract, the tenderer shall quote the amount so as to meet the payment of minimum wages to the workmen engaged by him/her as notified by the Government from time to time. **The Tender Committee shall critically examine the requirement of manpower deployment in each shift at each Bus station and the same shall be invariably specified in the tender schedule itself.**
- 7.3 The tender committee shall examine the quote of the tender in detail and ensure that his/her offer meets the payment of minimum wages to the workmen engaged by him/her.
- 7.4 In this regard, instructions issued vide circular No.PD-34/2007, Dt.02.07.07 shall be followed by the field managers while issuing the tender notification and awarding the contract.

## **8.0 QUALIFYING PARAMETERS:**

- 8.1 Length of period in the related field from date of Registration of the SSO to till date:

Marks for each year: 5

Maximum marks: 40

8.2 No. of organizations (only Airports, Railway Stations, Hospitals, IT companies and APSRTC Bus stations) in which they have rendered/are rendering services at present:

Marks for each organization: 10

Maximum marks: 30

In respect of Railways and APSRTC, if the SSO is rendering its services in more than one Railway station/Bus station, all of them shall be treated as a single organization.

8.3 Nativity: The SSOs who are registered locally would be given preference rather than SSOs representing from other States/non local areas.

a) Within Mandal : 30

b) Within District: 25

c) Within State: 20

d) Out side the State : 10

The maximum marks for locally registered SSOs are 30.

8.4 Each SSO shall get a minimum of 60 marks to be qualified in the Tenders for further commercial offer evaluation. The SSO which is qualified and quotes the highest licence fee will be awarded the maintenance of toilets contract. The SSO which is qualified and quotes the lowest remuneration will be awarded the Bus station sweeping and cleaning contract.

## 9.0 FOR 'C' Class BUS STATIONS:

9.1 Most of the 'C' Class Bus stations are located in remote areas. The passenger movement in those Bus stations is very less when compared to other category Bus stations. Moreover, the extent of Bus

station area, platforms and no. of toilets are also less. It is felt that there is no need to call two separate tenders for maintaining 'C' Class Bus stations. Further, most of the Field Managers expressed that the maintenance contract of 'C' class Bus stations, i.e. Sweeping, Cleaning of Bus station premises, Yard and Platforms and maintenance of toilets shall be allotted purely on 'Payment Basis'.

9.2 In view of the above, it is proposed to call unified tender from the SSOs/individuals for allotment of maintenance contract of Bus station including Sweeping, Cleaning of Bus station premises, Yard and Platforms and maintenance of toilets.

9.3 **Option will be given to the tenderers to quote either the licence fee to be paid to the corporation or the remuneration to be paid by the corporation to the contractor. The Tender committee will award the contract so that there will be no financial loss to the corporation, and if it is inevitable to incur expenditure, it shall be as minimum as possible.** For example, if two tenders are received, one on payment of licence fee to the corporation basis and other on remuneration to be paid by the corporation basis, the first one shall be considered by the Tender Committee as it will generate revenue besides complete maintenance of the Bus station and Toilets. If both tenderers quote the amount as remuneration to be paid by the corporation, the least quoted will be awarded the contract. If both the tenders offer payment of licence fee to the corporation, then the highest quoted will be awarded the contract.

#### 10.0 SELECTION CRITERIA:

10.1 As individuals are also given a chance to participate in the tenders for 'C' Class Bus stations, we cannot insist for Registration Certificate, past experience, appreciation letters etc.

10.2 However, 'nativity' can be the qualifying parameter for allotment of maintenance contract in case of 'C' Class Bus stations also. While



calling tenders itself, it shall be specified in the tender notification that only individuals of native District /SSOs having registered within the District shall participate in the Tenders. **(If tenders are received from the individuals/SSOs from other Districts/States, they may be treated as invalid. If the tender is treated as invalid for this reason, the EMD shall be refunded to the tenderer).**

10.3 For 'C' Class Bus stations also, the Tenderer shall quote the amount so as to meet the payment of minimum wages to the labour engaged by him/her duly taking into account the expected revenue to be generated from the Toilets.

10.4 In addition to the above, the Regional Managers are advised to incorporate the following clauses in the terms and conditions of the Tender Notification for the Bus stations of other than 'C' Class.

10.4 a) Only registered Social Service Organisations / Non-Governmental Organisations /Voluntary Organisations/Non-Profit making Organisations having good track record in sanitary maintenance shall only participate in the tenders.

10.4 b) The Social Service Organisations should have registered with Registrar of Societies under the Andhra Pradesh(Telangana Area) public Societies Registration Act/under Societies Registration Act of 1860/Andhra Pradesh Society Registration Act 2001.

10.4 c) The Social Service Organisation should have registered with the objective:

I. to promote clean and tidy atmosphere at public places

II. to provide social service to the public through better sanitary conditions

III. to serve the public with no profit motive and no commercial activity

10.4 d) In both the contracts, the tenderer shall provide the material required for maintenance of the Bus station, i.e. brooms, phenol, acid etc.

10.4 e) It is the responsibility of the contractor of Sweeping and Cleaning of the Bus station to arrange to clear the garbage accumulates on Cleaning and Sweeping of the Bus station, Yard and Premises and also from the stalls/shops at the Bus station. He shall arrange to shift the garbage within the Bus station premises to the location where the Municipal authorities/local bodies suggest.

**10.4 f) The SSOs/NGOs/VOs/NPMOs shall be allowed to collect Rs.2/- per head from the users of Lavatories. Charges shall be exhibited at prominent place at the Toilets.**

10.4 g) If any complaints are received from the passengers on improper maintenance of Toilets, Bus station premises, excess collection of user charges, mis-behaviour of the labour engaged by the SSO for maintenance of Toilets with the passengers or with the employees of the corporation or for breach of terms and conditions of the agreement, the SSOs/NGOs/VOs/NPMOs are liable for payment of penalty as furnished here under.

<b>SNO</b>	<b>TYPE OF BUS STATION</b>	<b>AMOUNT OF PENALTY TO BE IMPOSED</b>
1	Major and 'A' Class	Rs.1,000/- on each occasion
2	'B' Class	Rs.500/- on each occasion
3	'C' Class	Rs.200/- on each occasion

10.4 h) The SSOs/NGOs/VOs/NPMOs shall maintain "Complaints & Suggestions Book" and it should be made available to the users on demand to record their complaints/suggestions on maintenance of Toilets/Bus station premises etc.

10.4 i) For all type of contracts for all Bus stations, it is the responsibility of the successful SSOs/NGOs/VOs/NPMOs to pay the requisite stamp duty while entering into an agreement as per amendment made to the Indian Stamp Duty Act-1899.

#### **11.0 GENERAL INSTRUCTIONS APPLICABLE TO ALL BUS STATIONS:**

- 11.1 The Tender committee consisting of Dy.Chief Traffic Manager/Divisional Manager concerned, Depot Manager of the Head Quarters Depot and Dy.CAO/AO of the Region shall open, scrutinize the tenders received, assess the capability of the Organisation, evaluate as per guide lines described above and process its proceedings to the Regional Manager concerned. If there are two Depots in Regional Head Quarters, the Depot Manager under whose control the Head Quarters Bus station lies, will be the member of the Tender Committee.
- 11.2 The proceedings of the Tender Committee shall be approved by the Regional Manager concerned based on merits. In other words, the Regional Manager is at liberty to accept or reject the proceedings.
- 11.3 **If there is no response from the SSOs/NGOs/VOs/NPMOs for the exclusive separate tenders called twice for Major, A & B Class Bus stations, then tenders shall be called for third time from the private maintenance contractors/individuals also apart from SSOs/NGOs/VOs/NPMOs.** In this situation, the quote made by the contractor plays the key role in awarding both the contracts subject to the deployment of adequate men as per Tender Schedule and payment of minimum wages.
- 11.4 **In case of 'C' Class Bus stations, where there is no response to the tenders called at least twice for maintenance of Bus stations in the proposed procedure as described above, the Regional Managers shall contact the Gram Panchayat Authorities concerned, to take up the maintenance of Bus stations by the Gram Panchayat on payment of reasonable monthly remuneration by the corporation to the Gram Panchayat towards maintenance contract.**

The monthly remuneration to be paid to the Gram Panchayat shall be decided by the Tender Committee taking into consideration, the area of the Bus station, importance of the Town, availability of manual labour,

nature of works to be carried out etc. and finalise the payment with the approval of Executive Director of the Zone concerned.

11.5 Whenever the period of the existing maintenance contract expires at a particular Bus station, separate tenders for Bus station maintenance and Toilets maintenance shall be called.

11.6 The other terms and conditions of the Tender Notification and deed of licence shall be as per the circular No.PD-106/1999, Dt.22.11.99.

The Field Managers are requested to follow the above instructions scrupulously without giving scope to the complaints from the SSOs/NGOs/VOs/NPMOs while awarding the maintenance contracts. The Tender Committee shall examine carefully the relevant certificates produced by the tenderers for qualifying parameters and evaluate their performance.

#### 12.0 DESIRED RESULT:

**It is expected that in the proposed system, the Regional Managers will award the maintenance contracts of the Bus stations to those SSOs/NGOs/VOs/NPMOs which really serve the traveling public with service motto but not for profit making duly following the guidelines described above.**

Please acknowledge.

  
VICE CHAIRMAN &  
MANAGING DIRECTOR

To

All Regional Managers,  
A.P.S.R.T.C.,

Copy to the Director(V&S), FA, CAO, all EDs of Corporate Office for infn.

Copy to EDs of Zones for information and n/action.

Copy to: Chief Auditor and Resident Senior Audit Officer, Bus Bhavan for information.

Copy to the HODs/Dy.CTMs in Head Office for information.

Copy to the Divisional Managers/Dy.CTMs of the Corporation for infn.

Copy to All the Depot Managers for information and n/action.

Copy to the ATMs of MGBS/HYD, JBS/SEC'BAD, PNBS/VJA, DBS/VSP, NTR B/S-GNT & SBS/TPT.

Copy to POs/AOs in all Regions for information and n/action.

Copy to Dy.EEs/AEs (COMMERCIAL BUSINESS DEVELOPERS) in all Regions for information and n/action.