

Subject: Comprehensive policy/guidelines for leasing out of shops/booths etc. on the bus stands of Haryana Roadways through auction/allotment for the year 2013-14, 2014-15 & 2015-16.

Haryana Roadways, a departmental passenger transport undertaking of the State Govt., has about 3800 buses, operating services all over the State as well as to important destinations in the neighbouring States. These buses cover about 12.00 lac Kms every day and carry about 13.00 lac passengers daily. It has constructed modern bus stands at 96 important places (list attached) from traffic point of view, where all basic amenities for the passengers have been provided. These amenities include provision for shops/booths for selling essential eatables/commodities for the passengers.

This policy/guidelines for leasing out the shops/booths etc. on the bus stands of Haryana Roadways through auction/allotment is being issued in super session of the instructions/policy issued earlier by the department.

OBJECTIVES

- i) To make available essential eatables, commodities and to provide modern amenities to the traveling public at the Bus Stands at reasonable rates keeping in view maximum convenience of the traveling public so as to make traveling in HR buses and visiting HR Bus Stands a pleasurable experience.
- ii) To generate revenues for the up keep of these Bus Stands and to ensure that the commercial potential of the Bus Stands is utilised in the best possible manner to supplement the traffic revenues so that bare minimum burden is transferred to the general public by way of Bus fare.
- iii) To modernize the Bus Stands in a way that these places become a commercial hub of the concerned town/city where all modern amenities are available.
- iv) To ensure that proper & transparent procedures are followed in the allotment/auction of shops/booths at the bus stands as laid down under the rules and policies framed by the Govt. from time to time.
- v) To ensure that the eatables and other items being sold at the bus stands are of good quality and are made available to the public at reasonable fixed rates and are kept in a clean/hygienic containers/atmosphere.
- vi) To ensure that no harassment/hindrance is caused by the shop/booth contractors to the general public and in smooth flow of traffic.
- vii) To ensure parking of the buses at the bus stands and to ensure that no bus is parked at unauthorized private dhabas where passengers are fleeced for small eatables.
- viii) To boost the image of the State and the Roadways by maintaining the beauty of the bus stands and to ensure good behaviour and fair dealing by the shop contractors at the bus stands towards the general public.

Allotment Procedure

i) Powers of allotment- Depot Level Committee:

The powers regarding auction/allotment of shops/STD Booths/Juice Bar/Milk Bar etc (hereinafter called 'shops') already stand delegated to the concerned GMs of Haryana Roadways to be exercised as per the decisions of the Depot Level Committee. The Depot Level Committee will now consist of the concerned GM, WM, TM, AO, a representative of the Head Office and a representative of the District Administration. The committee will take decisions keeping in view the rules, policy and instructions of the department/Govt.

ii) Classification of Bus Stands:

The Bus Stands have been classified into three categories i.e. A-Class, B-Class and C-Class depending upon the size of the bus stand and volume of traffic emanating from or passing through the bus stand. The Classification is available in Annexure-A.

iii) Identification of shops/booths for allotment:

The Depot Level Committee will identify all the shops/booths/stalls/sites etc. (hereinafter called 'shops') that are required to be auctioned/allotted along with the area and the site/location etc. The shops provided in the permanent structure of the bus stand or booths constructed/approved by the Depot Level Committee keeping in view the Policy of the Deptt. only should be

allotted/auctioned. No other temporary sheds or Khokhas or Rehris or make shift arrangements will be allowed for running any stall/ shop at the Bus Stands. Terms & conditions applicable to various shops, their site/location, area etc. should also be announced well before the auction/allotment. This information should be maintained in a property register and intimation in this regard will be sent to the Head Office also. No change will be made after the said sites along with terms & conditions have been advertised except if required in Public Interest.

iv) Type of shops allowed to be set up on the bus stands:

(a) Shops to be auctioned :

S.N o	Type of shop	Items allowed to be sold	Max. Number of shops
1.	Tea/Coffee Shop/Cold drink & ice-cream	Tea, Coffee, Tea/Coffee Dispensar Machine Kiosk, Biscuits, Cake, Mathi, Samosa, Bread Pakora, Vegetable Pakora, Berger, <u>ground nut & Revadi</u> , Fruti, Packed fruit juice, Cold Drink Bottles (like Coca Cola, Pepsi etc.), Mineral Water Bottles, Lemon Water, Lassi, Ice Cream, Potato Chips.	A-Class Bus Stands-3 B-Class Bus Stands-2 C-Class Bus Stands-1
2.	Fast Food Eating Joint (with seating space as per requirement)	Berger, Hot dog, Pizza, Dosa, Vada, Idli, Pattiz Tea/Coffee, Cold drinks, Ice Cream & Mineral Water.	One (depending upon availability of space and demand)
3.	Restaurant (with seating space as per requirement)	Break-fast: Stuffed Paronhas, Cured, Butter Slice, Puri - Chana, Chana Bhatura, Tea/Coffee/Hot Milk. <u>Lunch/Dinner</u> : Chapati, Rice, Cheese/Seasonal vegetables, Dal, Curd/Raita, Salad and Mineral Water.	-do-
4.	Fresh vegetables, Fruits & Fresh Fruit Juice Shop	Fresh Fruits, fresh fruit juice, Mango Shake, Banana Shake, Fruti, & <u>fresh vegetables</u> . (Cut Fruit Chat being sold at bus stands is not allowed in future as cut fruits are not hygienic).	A-Class Bus Stands-2 Other Bus Stands-1
5.	General Merchandise Shop	Soaps, Oils, Cosmetics, Toys, Key Rings, Comb, Handkerchief, Nail Cutters, Locks, Chains, Bangles, Rings, Purses, Small Bags, Under-wears, Banians, Towels, Caps, Toffees, Attachi - case, Bags & Leather Bags.	One or two depending upon availability of space and demand.
6.	Book Stall	Books, Magazines, Newspapers, Forms, Pens, Pencils & Note Books.	-do-
7.	Internet Cafe	Internet surfing, Computer Games, Computer typing/designing, Photostat machine, Computer accessories & computer stationary.	One
8.	Medical Store (only for those holding valid License).	Medicines.	One on big bus stands depending upon availability of space & demand.
9.	Barber shop	Hair cutting and shaving.	-do-
10.	Specialty of the Place	Such goods which is being manufactured in bulk at that place e.g. for Panipat- it could be either Pachranga Achar or Handlooms.	One or more depending upon availability of space and demand.
11.	Cobbler shop	Shoe repair, shoe polish, new shoes	-do-
12.	Automatic Weighing Machines	To enable the passengers to check their weight	-do-
13.	STD/Fax/Photostat Machines booths	STD and FAX, Photostat Machine, Mobile Phones, Recharge Cards	A-Class Bus Stands-4 B-Class Bus Stands-3 C-Class Bus Stands-2
14.	Vita Milk Bars	Milk and Milk products manufactured by the Haryana Dairy Development Cooperative Federation and mineral water of some standard quality approved by the Haryana Dairy Development Corpn Federation.	One or more keeping in view the availability of space & demand.

15	Haryana Agro Juice Bars	Fruit juice and fruit products manufactured by the Haryana Agro Industries Corporation and mineral water of some standard quality approved by the Haryana Agro Industries Corpn.	One or more keeping in view the availability of space & demand.
16	Jai Jawan Tea Stall	Tea, Biscuits, Mathi, Potato Chips & Namkeen	One
17	Workshop Canteen	The allotment of the canteen may be decided by draw of lots. The preference may be given to the widows of the HR workers. The rent may be fixed by depot level committee and to be enhanced by 10% every year.	One
b) Other Public Amenities:			
18	Bank ATM/ Extension Counter	Bank ATM of any Bank recognized by the RBI (to be allotted to the bank giving the best offer.)	One or more depending upon space & demand.
19	Cloak Room	To be allotted by auction to the highest bidder.	One
20	Cycle/Scooter Stand	-do-	One
21	Car Parking	On the bigger bus stands separate car/3-wheelers parking space should also be rented out. At smaller bus stands in case separate car parking have not been rented out, the cycle & scooter stand should be given some space for car/3-wheeler parking also and should be rented out to a single party.	One

- b) The items to be sold, their quality and rates should be announced before the auction/allotment etc. The type of shop, name of the contractor, period of allotment as well as rates/quality of the items to be sold should be displayed in front of each shop. A common rate list of important items should also be displayed by the GM at another prominent place at the bus stand.
- c) The Depot Level Committee may decide as to which of the above mentioned shops should be set up on a particular bus stand keeping in view the availability of space & requirement. The committee may also decide as to which are the essential shops required for the convenience of passengers and which are non essential shops being set up at the bus stand from commercial point of view.
- d) The Depot Level Committee may decide which of the above mentioned shops can be set up at the first floor of the bus stand. Restaurant, Fast Food eating joint, Internet Café etc. can easily be set up on the first floor.
- e) Good number of parties should be available for bidding and there should be fair competition. No pooling should be allowed.
- f) If the auction bid for some essential shop(s) is not upto the mark, the same can be put off for the next auction. As regards non essential shops, the Depot Level Committee can decide, if changing the type of shop can fetch better rent. Accordingly if some non essential shop is not fetching good rent, in the next advertisement the type of shop may be changed as per requirement.
- g) While leasing out of the shops the committee may give preference to the unemployed graduates who are domiciles of Haryana, provided other things including laid down criteria/procedure are complied with.

v) **Mode of allotment:**

The shops mentioned above as well as Cloak Rooms, Cycle/Scooter Stand and Car Parking are to be auctioned by the respective Depot Level Committees keeping in view the policy guidelines/rules. The sites for Bank ATMs would be allotted to the banks giving the best offer. In case some bank is interested in opening an extension counter and is ready to pay the rent to the satisfaction of the Depot Level Committee, the same may be allowed depending upon availability of space. However, preference should be given to the bank from where salary of the staff is drawn and in which Roadways receipts could be deposited.

Leaving aside the Jai Jawan Tea Stalls and Bank ATMs all other shops are to be leased out through open auction as per Govt. rules and terms & conditions given in the policy.

No two stalls/shops should be given to a single contractor or to the family member of the same contractor. An affidavit to this effect should be obtained from each shop contractor. Similarly no employee of the Transport Department or any family member of the employee would be eligible to participate in the auction. Shops should be allotted to different contractors to bring about competition.

vi) Publicity of auction/allotment of shops:

The shops identified for auction/allotment should be properly publicized through the Newspapers indicating the date, time & place of auction etc. A single advertisement may be given by the Head Office for all the depots to save advertisement expenditure. Similarly applications for allotment of various booths etc. may also be invited through the same advertisement. Intimation regarding date of auction may also be sent by the GMs by post to the parties who participated in the previous three auctions in the depots. Auction notices may also be pasted on various Bus Stands by the General Managers.

Detailed terms & conditions may be supplied to the desirous candidates on payment of ₹200/- and also read out at the time of auction. The candidates who are approved by the depot level committee to participate in the auction, should sign the terms and conditions and deposit a security of ₹25,000/- for A-Class Bus Stands, ₹10000/- for B-Class bus stands and ₹7500/- for C-Class Bus Stands before taking part in the auction. In addition to this a post dated signed blank cheque shall be taken from the bidder before participation in the bid. At the fall of the hammer, an amount equivalent to the rent of first three months shall be filled up in the cheque received. If the successful bidder ran away after the acceptance of their bid, the security as well as duly filled cheque shall be forfeited. This security/blank cheque would be returned to unsuccessful candidates immediately after the auction and to the successful candidates, this security/blank cheque will be returned after they sign the contract agreement, deposit the quarterly rent and Bank Guarantee.

The Depot Level Committee should reserve the right to accept or reject any bid without assigning any reason. The auction should be held by the depot level committee as per the rules & procedures in a very transparent manner. The party whose bid is accepted must deposit quarterly rent on the same day or next day forenoon failing which his security would stand forfeited and the committee may either allot the shop to the next bidder or order re-auction.

The auction money of each shop should generally be higher than the last year's auction. However, if after repeated attempts (minimum three times) certain shop cannot be auctioned at a higher rate and the committee is satisfied that it would be in the interest of the department/Govt. to accept the bid (which is lower than the last year), the committee may temporarily accept the bid and temporarily allot the shop, subject to approval of the Govt. The matter should then be immediately referred to the Govt. for sanction with full justification as required under rule No. 19.7 of the PFR Vol-I.

If the applicant has been holding a shop already at any of the bus stands of Haryana Roadways and his/her reputation has not been good, he may not be allotted a booth and may not be allowed to participate in the auction. Decision of the Depot Level Committee in this regard will be final.

vii) Stalls not allowed on bus stands:

- a) No Lottery stall or Pan/Bidi/Cigarette shop or shop selling liquor or any kind of intoxicants should be allowed on bus stands.
- b) No rehri or make shift stalls should be allowed within the premises of the bus stands.

viii) Hawkers:

The shop contractors selling eatables, Maniari items and Newspapers/Magazines may be allowed one hawker each. The contractor must get permission from the GM in writing indicating the

name and other particulars of the hawker and the hawker must display the identity card issued by the shop contractor. In case extra/unauthorised hawkers of any shop contractor are detected, the GM will be free to impose fine without prejudice to the right to cancel the contract.

ix) Period of allotment

The period of allotment for shops/booths will be three years (2013-16). The allotment may be made as per financial year basis or part of it if allotment is made after April. The rent amount will automatically increased by 10% in 2nd financial year i.e. 2014-15 and further in 3rd financial year i.e. 2015-16.

x) Location of booths/stalls:

All shops, (except STD and Jai Jawan Stall), should be run in pucca shops constructed at the bus stands. The Milk Bars and the Juice Bars should also be run in the pucca shops constructed at the bus stands. In case pucca shops are not available only then the Vita Milk Bars & Haryana Agro Juice Bars may be allowed to operate from the temporary booths to be constructed at the allotted site (8'x8') and as per design approved by the Depot Level Committee. Space for STD, Photostat Booths, Jai Jawan Stall, Vita Milk Bar or Hr. Agro Juice Bar should be allowed well behind the waiting area for the passengers so that such booths should not in any way obstruct the smooth flow of traffic, movement of passengers, parking of buses, advance booking or the working of the department in any way. All booth sites should be located well behind, leaving adequate space for the passengers waiting area, advance booking and parking of buses etc. No cabins/booths should be placed near gate of the bus stand. All booths should cater to the main building of the Bus Stand.

xi) Contract agreement:

The GM should execute an agreement with all the shop contractors (including allottees of cycle/scooter/car stands, STD booths, Internet cafe, Bank ATM, Juice/Milk bars etc.) before giving them possession of the shop. The following points must be mentioned in the contract agreement of all the shops/booths: -

- a) Timely payment of rent/license fee: The allottee should deposit the rent/license fee as mentioned in the contract on a quarterly basis in advance, 10 days before the start of the quarter. This aspect should be personally ensured by the Accounts Officer that the rent/license fee is being recovered regularly & timely & is being deposited in the treasury the same day or the next day in case it is received in the afternoon. A register should be maintained in this regard indicating all particulars of the allottee as well as date & amount of auction, security deposit, date of possession, payment of monthly rent, electricity/water charges & other dues etc. This register should also be checked by the GM every month.
- b) Delay penalty: In case of delay in payment, a delay penalty @ 2% per month on the amount due should be charged for each month of delay or part thereof without prejudice to the right of the GM to cancel the contract if the delay exceeds one month. However, in exceptional cases the GM would have the right to waive off the penalty in full or in part for which the GM should record the reasons for waiving off the penalty.
- c) Bank guarantee: The bidder will submit a bank guarantee or fixed deposit pledged equivalent to 30% of annual rent before taking the possession of the shop/booths in favour of the concerned GM of Haryana Roadways by each shop contractor (including allottees of STD Booths, Juice/Milk Bars etc.) This bank guarantee/fixed deposit should be valid upto three months after the expiry of the contract.

In case the security is forfeited by the GM within the duration of the contract and the contract is to be continued, the contractor must replenish the security deposit within seven days failing which the contract would be deemed to have been cancelled.

- d) **Electricity/Water Charges:** Electricity & water charges should be charged extra from all the shops/booths etc. on the basis of actual consumption. For electric charges sub-meters may be installed for all the shops/booths or charged on the basis of actual consumption as assessed by the Depot Level Committee. Regarding water charges actual consumption may be assessed by the Depot Level Committee.

No connection should be given to any shop/booth allottee from the diesel generating set. The shop/booth allottee should also not be allowed to keep diesel generating set. However, the allottees may install inverters, for which requisite electricity charges may be charged. Electric appliances being used by the shop/booth allottee should be got approved from the Depot Level Committee. A mention in this regard should be made in the register.

- e) **Items to be sold and rates to be charged:** The items to be sold in a particular shop will be in accordance with the Policy and incorporated in the agreement. The Department/Govt. will have the right to add or delete certain items in public interest.

The quality and rates should be as fixed by the Depot Level Committee in accordance with the Policy. The rates as approved by the committee must be prominently displayed by the contractor in front of the shop. The rates should be painted at a place which can not be removed/alterd easily. The GM should also display a common rate list of important items concerning all the shops at a prominent place at the bus stand. The rates for packed foods like Biscuits, Cakes, Potato chips and Namkeen, Cold Drinks, Mineral Water etc. should be allowed as per Maximum Retail Price written on the packets/bottles but it should be ensured that these items are of the standard quality approved by the GM. No items should be sold at a higher rate than the printed MRP. The medicines at the Medical Store would also be charged at a rate not more than the MRP indicated on the medicines.

The staff members of Haryana Roadways may be given 50% concession in Tea, Coffee and Snacks (excluding packed foods).

The rates to be charged for parking of cycles, scooters & cars on the bus stands may be as under:-

Type of Vehicle	Parking charges for upto 12 hrs or part thereof	Parking Charges for 24 hrs or more	Monthly Charges
	6 AM - 10 PM		
Cycle	₹.1	₹5 per 24 hrs.	₹20
Scooter/ Motor Cycle	₹5	₹10 per 24 hrs.	₹100
Car	₹10	₹15 per 24 hrs.	₹200

The rates to be charged in the cloak room would be as under:-

For every luggage article/bag/attachi case:

- For first 24 hours or part thereof ₹4/-
- For next 24 hours or part thereof ₹6/-
- From the 3rd day onwards, per day @Rs.10/-

If the luggage is not taken by the depositor within one month, it will be deposited in the depot for taking further necessary action. The depositor will have to fill up a form indicating his residential address and telephone and Mobile number etc., copy of which will be pasted on the luggage also.

For automatic weighing machine the rate should be ₹1/- for one time weighing by a person.

f) VITA Milk Bar and Haryana Agro Juice Bar:

The VITA Milk Bars as well as Haryana Agro Juice Bars should also be run in the pucca shops available at the bus stand. If, however, pucca shops are not available these may be run in the temporary sheds at a suitable site allotted by the GMs in such a way that these will not obstruct the movement of passengers/Buses and the working of the department in any way. The temporary shed would be fabricated by the allottee himself, the design of which will be got approved from the GM. The VITA Milk Bars and Haryana Agro Juice Bars should also be given on lease through open auction. However, for Vita Milk Bar the contractor would be allowed to sell only the products manufactured by the Haryana Dairy Development Coop. Federation and Mineral water if allowed by the MD, HDDCF. Similarly for the Haryana Agro Juice Bar the contractor would be allowed to sell only the products manufactured by the Haryana Agro Industries Corporation and Mineral water if allowed by the MD, HAIC. The minimum monthly rates of rent for the Vita Milk Bar and the Haryana Agro Juice Bar would be as under:-

A Class Bus Stand	₹5000/-
B Class Bus Stand	₹ 4000/-
C Class Bus Stand	₹ 3000/-

The rates of various items should be charged not more than the MRP indicated on each item. The rates should also be conveyed to the General Managers, Haryana Roadways by the respective Govt. Undertakings and these should also be prominently displayed in front of the booths.

- g) Additional Milk Bar/Juice Bar : The additional Milk Bar or Juice Bar may be set up only if a vacant pucca booth is available at the bus stand. As already mentioned such booths have also to be given through open auction to the authorized vendors of one of the Govt. Undertakings like Haryana Dairy (Vita), Punjab Dairy (Verka), Delhi Milk Scheme etc. (for Milk Bars) and HAIC, Punjab Agro, HPMC etc. (for Juice Bars). Some reputed companies like Amul etc. may also be allowed to set up Milk Bars. It will be the responsibility of the contractor to sell only the products manufactured by the respective Govt. Undertaking/Company only and Mineral water if allowed by the respective Govt. Undertaking/Company. The minimum rates applicable for such additional booths would be as under:-

A Class Bus Stand	₹7500/-
B Class Bus Stand	₹ 5000/-
C Class Bus Stand	₹ 3500/-

- h) Medical Store: The medical store will be allotted only to the applicants having Diploma/Degree in Pharmacy. Such store should be allotted in the pucca shops constructed on the bus stand, if there is a requirement and there are good number of parties available for bidding.
- i) Fuel to be used: The shop contractors should be allowed to use only non-polluting fuels like cooking gas (commercial cylinder), electric appliances & OTG/Microwave Ovens etc. for heating purposes.
- j) Quality standards: The depot level committee should mention the quality standards and rates before auction of shops. The norms for some important items should be indicated in the agreement.

The contractor/allottee must maintain quality standards as fixed by the depot level committee. They should also maintain cleanliness and hygiene. The eatables must be displayed in dust-free/insect-proof containers. No eatables should be placed in the open. The eatables being sold should be fresh. Stale and expired eatables should not be placed in the shops at all. No spurious cold drinks, Mineral water bottles or other eatables etc. should be allowed to be sold/placed in the shops at the bus stands. The General Manager should reserve the right to draw samples and getting these checked from the Laboratories. In case any sub standard quality is detected, the contractor/allottee would be fully responsible for

action under the law as well as action by the GM to impose fine, forfeiting of security and/or termination of contract.

No contractor would be allowed to keep, cook or sell such eatables/items which are not allowed to be sold by him. Such eatables will not be allowed to be kept or cooked even for use by the servants/staff of the shop contractor.

xii) **Behavior with general public:** The contractor/allottee must also ensure good behavior with the public. Quick action should be taken on any reports or public complaints regarding over charging or lack of quality standards or misbehavior etc. The action may include imposing of fine, recovery of over-charging as well as termination of contract.

xiii) **Checking encroachments:** The space allotted should be clearly mentioned at the time of auction. There should be no encroachment outside the shop/booth etc. or space allotted. The GM can recover rent/fine for any encroachment which may be at the rate of four to ten times per sq. ft. the rent/license fee being charged from the contractor at the bus stand for the space encroached, without prejudice to the right of the GM to forcefully clear the encroachment, recover other damages and cancel the contract. The articles, furniture or any other goods placed on the encroached space can be confiscated by the GM without notice.

No shop contractor would be allowed to change the site on his own on any pretext whatsoever. Any such change of site will be termed as illegal encroachment and would invite action as mentioned above.

xiv) **Recovery of Damage:** The shop contractor/allottee should be made liable for any damage to the Roadways property done by him. The GM should reserve the right to recover the damages out of the Bank Guarantee/security deposit given by the contractor in case these are not deposited in the stipulated time and cancellation of the contract. The contractor will have to replenish the bank guarantee/security deposit within 7 days, failing which the contract would be deemed to have been cancelled.

xv) **No sub contracting to be allowed:** The contractor/allottee must run the shop/booth etc. himself and in no case the shop or any part of the shop should be allowed to be sublet to anybody else. In case any sub contract comes to notice or the shop/booth is not being run by the allottee himself, the GM may recover upto four times the rent/license fee etc. being charged from the contractor or other normal contractors at the bus stand (whichever is higher) without prejudice to the right of the GM to cancel the contract.

xvi) **Shops/Booths etc. for specific use only:** Every shop/booth would be utilized by the contractor only for the sale of approved items/purpose for which it has been allotted. The contractor would not be authorized to sell any other item or use the premises for any other purpose, whatsoever.

xvii) **Payment of due taxes (if any):** The contractors would be themselves responsible for payment of all types of taxes due to the Govt./Local Body including Sales Tax, VAT, TDS, Service Tax, Income Tax or any other tax leviable under the law. The defaulters would be themselves liable for any legal action/consequences. The GM would also be free to take suitable action against the defaulters including recovery of dues with interest and termination of contract.

xviii) **Other conditions:** The Depot Level Committee/Govt. can impose any other conditions as required in public interest and keeping in view administrative considerations even within the operation of the contract period.

xix) **Action against defaulters:** The General Manager would reserve the right to impose fine, forfeit security deposit/bank guarantee, recovery of penal rent/damages and/or cancellation of contract/allotment in case of violation of any terms & conditions or complaints etc. after following due procedure. No compensation whatsoever would be payable to the contractor for such cancellation of contract.

xx) Termination of contract:

- (1) The allotment can be terminated in public interest or due to other administrative reasons by giving 15 days notice for which no compensation would be payable to the allottee.
- (2) The contractor/allottee can ask for cancellation of contract by giving one month's clear notice. However, if the GM is not satisfied with the reasons, his security deposit can be forfeited.

xxi) Death of the shop contractor: In case of death of a shop- contractor/allottee within the duration of the contract, the contract can be transferred on request in the name of his/her family member (i.e. wife, son or daughter) holding succession certificate or any other family member (i.e. wife, son or daughter) authorized by the member holding succession certificate. The contract can be transferred on the same terms & conditions for the remaining period of the contract. A fresh contract may be signed in such cases. In case person holding succession certificate is not willing to continue the contract the security can be refunded to the person holding the succession certificate after deducting of dues including dues for the notice period.

xxii) Arbitration clause: In case of any dispute the matter may be referred by either party for arbitration to the Director General, State Transport, Harvana, whose decision would be binding on both the parties.

xxiii) Relaxation in policy: If any deserving case comes up where relaxation in policy is required, the matter will be put up in the meeting of the State Transport Board for approval.

xxiv) Availability of Drinking Water: It should be particularly ensured that drinking water arrangements are not disturbed in any manner by the shop contractors thus compelling the passengers to purchase Mineral water/Cold drinks etc. Safe drinking water must be available round the clock at all bus stands.

xxv) Weekly inspections: The depot officers – GM himself as well as TM, WM and AO should make surprise inspections of various bus stands under their control at least once every week to ensure that all terms & conditions of the contract are being followed in letter & spirit by all shop contractors/allottees and a report in this regard be submitted to the concerned GMs in a written format of report. The Traffic Manager should personally monitor on day-to-day basis through the Adda Incharges that the terms & conditions of the policy are strictly being implemented by the shop contractors. The Accounts Officer may ensure that due procedures are followed and all dues are being paid by the shop contractors by due dates and that the amount collected is immediately deposited in the bank. The officers should also get feed back from the public that shop/booth contractors were not indulging in any over charging, lack of quality standards or misbehavior etc. The inspecting officer may also check (and also mention in the report) that no encroachment has been made and no extra electrical appliances are being used by the shop contractor/booth allottees. It should also be mentioned in the report that no extra hawker was there at the bus stand.

The Accounts Officer should be made responsible for properly implementing the policy regarding allotment of shops at the bus stands and every thing should not be left to the building clerk.

A register should be maintained to record the weekly inspection reports of the officers and action taken thereon.

SUGGESTION BOX:

xxvi) A suggestion box be installed by the concerned General Manager at a prominent place at every bus stand to get the feed back from the public with regard to the services provided by the contractor and rates charged by them. The suggestion box should be checked daily by the Station Supervisor/ Incharge of the bus stand and the suggestion so received should be submitted to depot level committee for compliance.

Additional terms & conditions for setting up of bank ATM.

Apart from the general terms & conditions mentioned above, the following special terms & conditions would be applicable for setting up of bank ATMs.

1. The GM should indicate the vacant sites for bank ATMs for each bus stand.
2. The offers received from various banks would be examined by the respective Depot Level Committees and the site(s) would be allotted to the bank giving the best offer.
3. The bank through which the pay of the staff is to be drawn should be given preference.
4. If some bank is interested in opening an extension counter by paying rent to the satisfaction of the Depot Level Committee, the same may be considered keeping in view the availability of space. Again preference in this regard should be given to the bank through which the pay of the staff could be drawn and in which the receipts of the Roadways could be deposited.
5. A shop or room measuring approximately 10'x10' at the bus stand will be leased out to the bank for setting up of ATM.
6. The bank would be required to pay monthly lease as agreed upon after negotiations between the Depot Level Committee and the bank authorities of various banks desirous of setting up of ATMs at the bus stand. The electricity/water charges may be charged as per actual consumption.
7. The period of contract may be for 10 years and the lease amount would increase by 5% every year w.e.f. 1st April. The minimum monthly rate of rent for the ATM would be as under :-

A Class Bus Stand	₹10,000/-
B Class Bus Stand	₹ 7,500/-
C Class Bus Stand	₹ 5,000/-
8. All security arrangements etc. will be that of the bank itself. The Transport Department will not be responsible for providing security etc. to the bank. The bank authorities should ensure that the ATM is operational all the time so that there is no chance for a public complaint.
9. The contract should be signed keeping in view all the relevant terms & conditions mentioned in the policy.
10. The GM would reserve the right to cancel the contract in public interest or on account of violations of the terms & conditions by the bank after giving due notice to the bank.
11. The premises would be used for Bank/ATM as per allotment and not to be used for any other purpose.
12. Location and installation of ATM by recognized banks should be governed by a clear but separate agreement. This agreement should be formulated in consultation with the bank concerned. As installation of ATMs require investment, it would be appropriate to allow an ATM for a period of atleast five years in the first instance subject to extension as per terms & condition of the agreement.

Additional terms & conditions for setting up of Internet Café.

Apart from the general terms & conditions given in the policy, the following additional terms & conditions would be applicable for setting up of Internet cafés at the bus stands of Haryana Roadways.

1. A shop or room measuring approximately 10'x15' will be given on lease to the firm for setting up of internet café through auction procedure.
2. The internet café would be auctioned amongst the willing parties in accordance with the policy for shops. The electricity/water charges would be charged extra as per actual consumption. These procedure for application & bank guarantee etc. will be same as that for other shops.
3. The firm should have the internet connection of a reputed ISP with adequate speed and band width. The firm should provide latest computers for internet surfing by the people.

4. The contractor will be allowed to give the facility of internet surfing, video games, computer typing, designing and also sale of computer consumables/computer accessories & computer stationery. The Photostat machine is also allowed in internet café.
5. The rates to be charged from the people should be got approved from the Depot Level Committee and prominently displayed in the shop. The items where MRP is indicated should be sold at rates not more than the MRP.
6. The GM should reserve the right to impose fine, or to cancel the contract in case of complaints of overcharging, encroachment, slow speed or non working of computers or any other violation of terms & conditions. The contract can also be cancelled in public interest if the circumstances so warrant.
7. The contract should be signed keeping in view all the relevant terms & conditions mentioned in the policy.

Additional terms & conditions for setting up of Cloak Rooms.

Apart from the general terms & conditions given in the policy, the following additional terms & conditions would be applicable for setting up of Cloak Room at the bus stands of Haryana Roadways

1. An appropriate room which is closed from all other sides would be given on lease through auction to the party, whose bid is accepted by the Depot Level Committee for setting up a cloak room.
2. The contractor will provide Racks and other furniture etc. on his own for placing luggage etc.
3. The cloak room should be kept open for all 24 hours a day.
4. The electricity/water charges may be charged as per actual consumption.
5. A fool-proof system of issuing chits for luggage kept in the cloak room and marking item numbers on the luggage etc. as approved by the Depot Level Committee should be adopted by the contractor.
6. All luggage placed in the cloak room must be locked by the customers and should be returned in the same condition. The contractor should keep a helper to keep the luggage on the racks & return it.
7. No jewelry or other costly items should be placed in the luggage. No luggage which is doubtful from security point of view should be kept in the cloak room and if it has been kept inadvertently, information may be given to the Police immediately.
8. The rates to be charged from the people should be as under:-

For every luggage article/bag/attachi case:-

- i) For first 24 hours or part thereof ₹.4/-
- ii) For next 24 hours or part thereof ₹6/-
- iii) From the 3rd day onwards, per day @ ₹10/-

The customer must take his luggage bag within one month failing which it should be deposited with the Police Station through the GM, Haryana Roadways.

9. The rates/terms & conditions should be prominently displayed in front of the room. These should also be printed at the back of the slips being given to the customers.
10. The depositor will have to fill up a form indicating his residential address and telephone and Mobile number etc., copy of which will be pasted on the luggage also.
11. The contractor will be fully responsible for the loss of luggage of any passenger.
12. The contract should be signed keeping in view all the relevant terms & conditions mentioned in the policy.

Additional terms & conditions for setting up of Cycle, Scooter Stand & Car Parking.

Apart from the general terms & conditions given in the policy, the following additional terms & conditions would be applicable for setting up of Cycle/ Scooter Stand & Car Parking at the bus stands of Haryana Roadways

1. The contractor should charge the rates as approved by the Depot Level Committee and the rates/terms and conditions should be properly displayed at the stand.

2. Apart from the parking rates of Cycle, Scooter & Car, the contractor can charge ₹.1/- for placing the helmet for every 12 hours or part thereof. The customer must take his cycle, scooter & car back within one month positively failing which it should be deposited with the Police Station through the GM, Haryana Roadways.
3. The electricity/water charges may be charged as per actual consumption.
4. A fool-proof system of issuing chits for the cycles/vehicles kept at the stand and approved by the Depot Level Committee should be adopted.
5. The contractor will be fully responsible for the loss of a cycle or vehicle of any passenger.
6. The bank guarantee / security deposit for cycle/scooter stand and car parking will be equal to the rent for one quarter be submitted for the contractor.
7. The contract should be signed keeping in view all the relevant terms & conditions mentioned in the policy.

Additional terms & conditions for setting up of Automatic Weighing Machines on the bus stands of Haryana Roadways.

Apart from the general terms & conditions given in the policy, the following additional terms & conditions would be applicable for setting up of Automatic Weighing Machines on the bus stands of Haryana Roadways

1. The GM may indicate the number of automatic weighing machines which may be installed on a particular bus stand.
2. The tender should be allotted through normal bidding process.
3. Latest best quality electronic machine should be installed so that these give accurate weight and these should be automatic coin operated machines. The machine should be in the charge of a shop contractor at the bus stand whose name should be written on the machine so that in case the coin goes in side and the machine does not operate, the passenger could contact the concerned shop contractor for return of his money.
4. In case the machine gives wrong weight or it does not operate, the coin(s) of the concerned passenger should be returned immediately.
5. The rate of Rupee 1/- should be charged for one time weighing by a person and it should be prominently displayed on the machine.
6. The electricity charges may be charged as per actual consumption.

Necessary bank guarantee should be taken and the contract should be signed keeping in view all the relevant terms & conditions mentioned in the policy.

Additional terms & conditions for setting up of STD/Fax Booths on the bus stands of Haryana Roadways.

a) Number of booths to be allowed on various bus stands:

The number of Photostat booths to be set up on a particular bus stand should be decided by the Depot Level Committee keeping in view the availability of space and demand. As regards number of STD/Fax booths to be set up, their maximum number on various bus stands should be restricted as under:-

i) A-Class Bus Stands	Maximum 4 booths
ii) B-Class Bus Stands	Maximum 3 booths
iii) C-Class Bus Stands	Maximum 2 booths

b) Reservation of booths for various categories:

The allocation of photostat booths and STD/Fax booths may be made as per the following reservations:-

i)	50%	General Category
ii)	15%	Scheduled Castes
iii)	15%	Backward Classes

- iv) 15% Handicapped persons including blind.
v) 5% Women

In the eventuality of the reserved category not coming forward, this quota will revert back to the general category.

c) **Eligibility Criteria:**

For handicapped persons:

1. He/She should be permanent resident of Haryana State.
2. The applicant must have disability certificate issued by a Govt. Orthopaedic Surgeon duly countersigned by the CMO of the concerned Distt. to the effect that he is 100% orthopaedically handicapped (i.e. one of his/ her arms or legs is fully amputated/incapacitated).
3. He/She should have minimum educational qualification of Matric or above from a recognized Board/University.
4. For STD booth, he/she should be having an STD Connection sanctioned in his name.
5. He/She should be in a position to run the booth himself/herself.
(attested copies of the certificates should be attached with the application).

For general category persons:

1. He/She should be permanent resident of Haryana State.
2. He/She should have minimum educational qualification of Matric or above from a recognized Board/University.
3. He/She should be having an STD Connection sanctioned in his name.
4. He/She should be in a position to run the booth himself/herself.
(attested copies of the certificates should be attached with the application).

For Scheduled Castes/Backward Classes:

1. He/She should be permanent resident of Haryana State.
2. He/She should have minimum educational qualification of Matric or above from a recognized Board/University.
3. He/She should be having an STD Connection sanctioned in his name.
4. He/She should be in a position to run the booth himself.
5. He/She should produce a certificate of being SC/BC issued by the District Administration
(attested copies of the certificates should be attached with the application).

d) **Conditions of allotment:**

- i) GMs would indicate the vacancy position of the booths. HO would issue a joint advertisement inviting applications on behalf of all the General Managers. The rules/terms and conditions applicable would be got printed and supplied by the concerned GMs to the aspiring candidates on payment of ₹200/-.
- ii) The candidates would be required to apply on the prescribed proforma to the concerned General Manager by the due date. The candidates should also sign the terms and conditions and submit the same with the application.
- iii) If the previous reputation of the applicant has not been good, he/she may not be allowed to participate in the auction and should not be allotted a booth. The decision of the Depot Level Committee in this regard will be final.
- iv) The Depot Level Committee would conduct auction of general category booths among the general category applicants and reserved booths among the reserved category candidates of the category concerned. The booth should be given to the highest bidder, provided he/she fulfils other conditions.
- v) The STD booths would be auctioned as per procedure mentioned above subject to minimum rent to be charged at various bus stands for STD booths would be as under :
A-Class Bus Stands : ₹5000/-
B-Class Bus Stands : ₹4000/-
C-Class Bus Stands : ₹2000/-
- vi) Persons already holding the booth at the bus stand will have to apply afresh after the agreement is over and pass through normal procedure of auction mentioned above.

- vii) One person can be allotted one booth only in the entire Roadways and it should be run by himself. He can not run it through any body else or sublet it or transfer it in the name of anybody else.
- viii) They should also follow the guidelines of the Telephone Department apart from terms & conditions of the department and the company from which the connection has been taken.
- ix) STD Fax both is allowed to keep Photostat machine also and they are allowed to sell Mobile phone/re-charge card.
- x) Rates to be charged from the customers should be as per the rates fixed by the Govt./Service provider. For Fax ₹10/- per page + telephone charges may be charged. If any complaint regarding overcharging or other mal-practices comes to notice, the allottee will be liable for payment of fine, cancellation of allotment as well as launching of criminal proceedings against him for dishonest practices.
- xi) The STD machines being used by the booth holders must be of standard quality/design and in good working condition. The machine can also be got checked from the service providers and a certificate to this effect should be obtained whenever it is doubtful.
- xii) One STD/Fax booth should have only one telephone line. If any booth holder wants to have an additional line, he would have to pay 50% extra rent. No booth should be allowed more than two lines.
- xiii) The allottee would use the booth only for the purpose specified above and for no other purpose.
- xiv) Similarly for services like Mobile Phone, Recharge, STD, Fax, Photostat etc. which have been purposed to be clubbed together, there should be a separate agreement other than the auction conditions. These services to require investment and therefore may be allowed 3 financial years in the first instance subject to terms & conditions, the rent would be automatically enhanced by 10% every year w.e.f. 1st April.

e) Space to be allotted/construction of booths:

The area of the photostat booth or STD/Fax booth should not exceed 6'x6' and the location of the booth should be decided by the depot level committee so that the booths are well behind the waiting area and these should not in any way disturb the working of the department, booking of tickets, flow of traffic, parking of buses or cause inconvenience to the traveling public in any way.

The cabin for the Photostat booth or STD/Fax booth should be prepared by the allottee himself as per the design approved by the Depot Level Committee.

f) Other conditions:

Other general terms & conditions mentioned in general points would also be applicable. Bank guarantee may be taken and contract agreements may be entered into giving detailed terms & conditions before giving possession of the site.

Policy regarding Jai Jawan Tea Stalls at bus stands of Haryana Roadways.

A. Eligibility: Such unemployed residents of Haryana who are:-

i) Disabled soldiers (after retirement);

- a. Widows of soldiers killed in action;
 - b. Dependents of unmarried service personnel killed in action.
- ('Killed in action' means killed during war time or combating insurgency, terrorism in States like J&K and Eastern States etc.)

B. Allotment:

The applications of eligible candidates would be called by the respective GMs through press. The eligible applicants may apply to the concerned General Manager through the concerned Zila Sainik Board. The committee consisting of the following would decide the allotment:

1. Director General State Transport or his representative
2. Concerned DC or his representative.
3. General Manager, Haryana Roadways concerned.
4. Secretary of the Zila Sainik Board concerned.

The Committee will keep in view the past record of the applicant before making allotment. If the past record of the applicant is not found satisfactory by the committee, the application can be rejected. The decision of the committee in this regard would be final.

One applicant can take only one stall in whole Haryana Roadways. The allottee will have to submit an affidavit that he has no other means of livelihood and that he has not got any other stall on any bus stand of Haryana Roadways. He will also have to submit in the affidavit that he would run the stall himself and not through somebody else. In case it comes to notice that he has got another stall and the stall is being run by somebody else or it has been sublet to somebody else, a panel rent upto double the normal auction rent of tea shops given to general candidates will be charged without prejudice to the right of the GM to cancel the allotment.

C. Rent:

Monthly rent may be fixed at ₹1500/- for the year 2013-14 with 10% enhancement every two years. (i.e. the rent will be ₹1650/- during 2015-16 and ₹1815/- during 2017-18 and so on). The quarterly rent will have to be deposited in 10 advance days before the start of the quarter. The applicants will have to deposit security/Bank Guarantee equivalent to 30% of the annual rent.

The allotment would be made for a period of three financial years or part thereof. After the expiry of the allotment fresh applications would be called.

The allotment can be cancelled at any time in case of violation of any terms & conditions by the allottee or in public interest. The allottee will not be entitled to any compensation whatsoever on this account.

If contract has been cancelled on grounds of violation of terms & conditions, the concerned person would not be eligible to apply again in any depot of HR.

D. Space:

For this purpose space not more than 8'X8' may be allotted out side the shed. The temporary stall may be erected by the allottee at his own cost as per the design approved by the GM. It should give good aesthetic look and should be located behind the waiting area so that it does not in any way hinder the smooth functioning of the Roadways or proper parking/movement of buses. However, the allottee will not be entitled to any compensation in case it is dismantled by the department or the stall is shifted to some other site on administrative grounds or in public interest.

E. Articles to be sold:

Only tea, biscuits, mathi, Potato chips & Namkeen would be allowed to be sold at the rates approved by the Depot Level Committee headed by GM. Articles to be sold by the tea stall contractor can be changed by the Depot Level Committee in public interest.

F. Maintenance of cleanliness/quality:

The allottee will have to keep the stall and surroundings neat & clean and maintain hygienic conditions. All eatables must be kept in hygienic containers and should not be exposed. The authorities will reserve the right to draw samples for checking whenever deemed necessary. (As mentioned in detail in general conditions)

G. Other conditions:

Other terms & conditions as mentioned in the policy governing shops at the bus stands of the department would be applicable. Agreements should be entered into giving detailed terms & conditions.

Additional terms & conditions for setting up of Juice/Milk Bars on the bus stands of Haryana Roadways.

Vita Milk Bar/Juice Bar

1. **Space:** The site/space to be allotted for booths should not be more than 8'x8'. The design of the booth to be erected by the concerned contractor should be as approved by the Depot Level Committee.
2. **Allotment:** The desirous candidates holding agency of Haryana Dairy Development Corporation in case of Milk bars and of Haryana Agro Industries Corporation in case of Juice Bars would be eligible to participate in the auction and the allotment will be made after following due procedure by the Depot Level Committee keeping in view their past dealings/reputation.
3. **Terms & Conditions of allotment:**
 - a. A joint advertisement inviting applications on behalf of all the General Managers will be issued by HQ for first time. The rules/terms and conditions applicable would be got printed and supplied to the aspiring candidates on payment of Rs.200/-.
 - b. The candidates would be required to apply on the prescribed proforma to the concerned General Manager by the due date. The candidates should also sign the terms and conditions and submit the same with the application.
 - c. If the previous reputation of the applicant has not been good, he/she may not be allowed to participate in the auction and should not be allotted a booth. The decision of the Depot Level Committee in this regard will be final.
 - d. Persons already holding the booth at the bus stand will have to apply afresh after the agreement is over and pass through normal procedure of auction mentioned above.
 - e. One person can be allotted one booth only in the entire Roadways and it should be run by himself. He can not run it through anybody else or sublet it or transfer it in the name of anybody else.
 - f. They should also follow the guidelines of the respective Govt. Undertakings i.e. Haryana Dairy Development Corporation in case of Vita Milk Bars & Haryana Agro Industries Corporation in case of Haryana Agro Juice bars.
 - g. The rates to be charged from the customers should be as per the rates fixed by the respective Govt. Undertakings i.e. Haryana Dairy Development Corporation in case of Vita Milk Bars & Haryana Agro Industries Corporation in case of Haryana Agro Juice bars. The rates should be prominently displayed in front of the shop.
4. **No sub-contracting or sub-letting:** The allottees will have to run the booths themselves. They can neither run the booths through somebody else nor they can further sublet or sub contract these stalls. If any violation is detected in this regard the department shall recover rent as per rent of a similar shop given through normal auction procedure, without prejudice to the right of the GM to cancel the contract.
5. **Other conditions:** Other terms & conditions as mentioned in the general points would be applicable. Bank guarantee etc. should be obtained and contract agreements may be signed giving detailed terms & conditions as mentioned in the main policy.