

e -TENDER NOTIFICATION NO: C4/09(02)/2024-OPD(M&C), DT:23.02.2024

TENDER ID – 504792



TELANGANA STATE ROAD TRANSPORT CORPORATION

**O/o THE CHIEF TRAFFIC MANAGER(M&C) DIR CP,
BUS BHAVAN,
RTC X ROADS, MUSHEERABAD, HYDERABAD-500624**

**Website: <http://www.tsrtc.telangana.gov.in>
<https://tender.telangana.gov.in>**

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Telangana State Road Transport Corporation (TSRTC) by any of its employees or advisors, is provided to Tenderers on the Terms and Conditions set out in this Tender document and such other Terms and Conditions subject to which such information is provided.

The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Corporation in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

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

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

Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Signature of the tenderer.

CHECKLIST OF DOCUMENTS

S.NO.	DOCUMENT NAME	WHETHER	
		HARD COPY ENCLOSED?	SOFT COPY UPLOADED?
1	DULY FILLED IN ALL PAPERS OF TENDER DOCUMENT WITH SIGNATURE ON ALL PAGES		
2	DD TOWARDS TENDER DOCUMENT FEE		
3	DD TOWARDS EMD		
4	TECHNICAL ELIGIBILITY:		
5	AUDITED BALANCE SHEET CERTIFIED BY C A/ AUDITOR'S CERTIFICATE FOR FOR 2021-22 and 2022-23 FIN.YEARS ALONGWITH P&L STATEMENTS (AUDITED & CERTIFIED)		
6	EXPERIENCE PROOF CERTIFICATE ISSUED BY CONCERNED ORGANISATION (WITH DETAILS OF PERIOD OF EXPERIENCE & NATURE OF WORK) WITH COPIES OF AGREEMENTS		
7	INCOME TAX RETURNS FILED FOR 2021-22 and 2022-23 FINANCIAL YEARS		

SIGNATURE OF THE TENDERER

e-tender details

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	OFFICE OF THE VC&MD, OPD(M&C) WING, BUS BHAVAN
3.	Tender Number	No.C4/09(02)/2024-OPD (M&C) Dt.23.02.2024
4.	Tender Subject	Appointment of Advertising contractor for Procuring and supply of Ads for display on Face Freshener Sachets which are being distributed to the passengers of AC buses (Rajdhani, Lahari & Garuda Plus) of the Corporation for a period of five years.
5.	Period Of Contract	Five years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 3,00,000/- (Three lakhs) for each region . Bidders should submit their EMD by way of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Hyderabad in favor of TELANGANA STATE ROAD TRANSPORT CORPORATION . For details of EMD amount, please refer tender document. *Note: The tenderer shall not make the payment through e-portal but shall submit a scanned copy of the EMD DD while submitting the tender document online. After online submission of tender, the tenderer shall physically submit the EMD by way of Demand Draft only payable to TSRTC on the specified date as per tender document.
9	Tender document Processing Fee (DD)	Rs 5,900/- (incl. 18% GST) i.e. Rs. 5000+900
10.	Tender document Processing Fee Payable To	TELANGANA STATE ROAD TRANSPORT CORPORATION PAYABLE AT HYDERABAD
11.	Online Bid submission starting date and time	23.02.2024 at 11.00 AM
12	Online Bid submission closing date and time	06.03.2024 at 05.00 PM
13.	Hard copies submission closing date and time	07.03.2024 from 11.00 am to 02.00pm
14.	Submission of separate DDs towards EMD	Scanned copy should be uploaded while bidding and hard copy should be submitted well before the stipulated time mentioned in the tender document
15.	Technical Bids Opening Date	07.03.2024 at 03.00pm
16.	Commercial Bids Opening Date and Time	11.03.2024 at 03:00 PM
17.	Place Of Tender Opening	C T M (M&C) & DIR CP, OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	C T M (M&C) DIR CP, TSRTC

19.	Contact Person	Chief Traffic Manager (M&C) & DIR CP
20.	Address/E-mail id	C T M(M&C) & DIR CP, OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad. ctmmnc@tsrtc.telangana.gov.in
21.	Contact Details:Telephone, Fax	9100998224 Fax:040-27616078
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at http://tender.telangana.gov.in by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place www.tender.telangana.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p> <p>The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e-Procurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>1. Registration with e-Procurement platform:</p> <p>For registration and online bid submission, Bidders may contact HELP DESK of M/s. Vupadhi technologies or https://tender.telangana.gov.in</p> <p>2. Digital Certificate Authentication:</p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p>3. Submission of Hard Copies:</p> <p>After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document processing fee to the Tender Inviting Authority and other uploaded documents on the date specified in the tender document.</p> <p>The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority on the specified date either personally or through courier or by post and submission of the same within the stipulated time shall be the responsibility of Bidders. The department shall</p>

		<p>not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bids will be rejected and the EMD will be forfeited. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.</p> <p>4. Payment Of Transaction Fee:</p> <p>It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s. TSTS (Telangana State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A GST of 18% + Bank Charges on the transaction amount payable to TSTS shall be applicable.</p> <p>5. Tender Document:</p> <p>The Bidders are requested to download the Tender Document and read all the Terms and Conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform/ TSRTC web site. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p>6. Bid Submission Acknowledgement:</p> <p>The Bidders shall complete all the processes and steps required 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 TS, TSRTC and M/s TSTS are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

HOW TO APPLY

- Click at <https://tender.telangana.gov.in> to download e-Procurement notification and Tender document
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- Signed Tender form, Terms & Conditions, scanned DDs or other relevant documents should be uploaded in a "zip" format.

For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Techno Services Pvt. Ltd. over phone or in person or their helpdesk at:

e-Procurement Help Desk
M/s. Vupadhi Techno Services Pvt. Ltd.
1st Floor, Ramky Grandoix, Sy.NO.136/2&4, Gachibowli,
Hyderabad-500032
mail Id:contact@vupadhi.com
Ph. No.:040-39999700, 39999701
Cell No. : 7337445545/46, 9912756216

**Details of e- Tender Notification No.C4/09(02)/2024-OPD(M&C),
Dt 23.02.2024**

1. The tender is for Appointment of Advertising contractor for Procuring and supply of Ads for display on Face Freshener Sachets which are being distributed to the passengers of AC buses (Rajdhani, Lahari & Garuda Plus) of the Corporation for a period of five years.
2. Technical details with regard to size of Face Freshener Sachets and other details are mentioned at Annexure-III
3. Online Bids in two bid system (Technical and Commercial) through e procurement are invited from reputed and experienced Advertising contractors having minimum experience of **two years** in the field of Outdoor Advertisement with minimum annual turnover of **Rs 50 lakhs** during the **two financial years** 2021-22 & 2022-23 in advertising business.
4. Tender documents can also be downloaded from the web site www.tsrtc.telangana.gov.in
5. Tender document processing fee @ **Rs 5900/-** shall be paid in the form of Demand Draft obtained in favor of TELANGANA STATE ROAD TRANSPORT CORPORATION HYDERABAD and the same shall be scanned and uploaded at the time of bid submission through online. The original shall be enclosed (submitted), at the time of submission of hard copies.
6. Earnest Money Deposit @ **Rs. 3 Lakh** shall be paid in the form of DD obtained in favour of TELANGANA STATE ROAD TRANSPORT CORPORATION HYDERABAD and the same shall be scanned and uploaded at the time of bid submission through online. The original shall be enclosed (submitted), at the time of submission of hard copies.
7. In the event of the date, specified for receipt and opening of tender, being declared as a holiday for TSRTC's office, the due date for submission of hardcopies of the documents, original DD for EMD & tender processing fee and opening of tenders will be the following working day.
8. 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.
9. TSRTC 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.

Chief Traffic Manager (M&C)& DIR CP

Signature of the tenderer

TERMS AND CONDITIONS OF THE TENDER

General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Marketing & Commercial Department/TSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, Terms and Conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. **The Tender must be submitted in the prescribed Tender Form along with requisite EMD and Tender document processing fee.**
4. The Tender form must be signed by the Tenderer only (either individual or representing a firm).
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. Tenders not accompanied by Demand Draft for requisite EMD and DD for Tender document processing fee will be rejected. Cheques in lieu of Demand Drafts will not be accepted.
7. **The Firms / Individuals who were earlier awarded licenses for operation of Stalls / Canteens etc. in the Bus Stations of the Corporation, but defaulted in payment of license fee for more than 2 months as on date of submission of the tenders are not eligible to participate in the bids. The firms / individuals whose licenses were terminated due to default in payment of license fee or due to breach of other terms and conditions of the License agreement are not eligible to participate in the bids.**
8. Tender Form shall be accompanied by a Demand Draft obtained from any Nationalized Bank/Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organization /SSIs etc. The Demand Draft should be obtained in favour of TELANGANA STATE ROAD TRANSPORT CORPORATION HYDERABAD. EMD in any other form other than Demand Draft will not be accepted.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
10. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards Security Deposit payable to the Corporation.

Signature of the tenderer

11. The EMD of the tenderer will be forfeited under the following circumstances.
- (a) When the EMD is not paid or less paid than what is stipulated in the tender.
 - (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
 - (c) When Tender form with pre-conditions or additional conditions is submitted.
 - (d) When the tender is submitted in an unconcerned tender form.
 - (e) When the tender is submitted for the business other than that notified in the tender Notification.
 - (f) When the tender form is submitted by a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
 - (g) When the Tender form is submitted by the person as stated vide clause 7 above.
 - (h) When the tender form is rejected as per the clause 6 as stated above.
 - (i) When the successful tenderer fails to pay the Security Deposit within 15 days and / or fails to furnish Bank Guarantee within 15 days from the date of issue of letter of allotment of the contract.
 - (j) When the successful tenderer backs out from taking up of the contract within the stipulated period, for whatsoever reason.
 - (k) When the successful tenderer fails to enter into an agreement with the Corporation within 15 days from the date of issue of allotment letter for the contract.

Eligibility Criteria

12. Only those tenderers who possess the following eligibility criteria shall apply. Tenderers shall submit documentary proof of eligibility criteria. Tenders which are not meeting the eligibility criteria will be summarily rejected.

The eligible tenderer can be an Individual/ Partnership firm/ Company/Corporation and shall fulfill the following criteria

- a) **Average Annual Turnover:** The average annual turnover, in outdoor advertisement business, of the tenderer for the **financial years 2021-22 & 2022-23** shall be equal to or more than **Rs 50 Lakhs (as specified in the Tender Application Form at Annexure-I)**.

Proof of which shall be submitted by way of Audited Balance Sheet certified by authorized Chartered Accountant or Auditor's Certificate along with Profit & Loss Statements.

Signature of the tenderer

Submission of Tender:

- a) **Experience:** The experience of the tenderer in the outdoor advertisement field shall be for a minimum of **two years** in reputed public/private organizations.

The tenderer/firm should have completed two years of experience as on the date of submission of the tender.

The tenderer shall submit the proof of experience in the form of certificate (with details of period of experience and nature of work) issued by the concerned organization and shall be supported by copies of agreements.

- b) **Income tax:** The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns filed for the **financial years 2021-22 & 2022-23 (as mentioned at Annexure-I)**.

13. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility/qualification and Terms and Conditions, so that no ambiguity arises at a later date in this respect.

14. If the tenderer finds discrepancies in tender document and its conditions or if he/she is in doubt as to their meaning, he/she should at once intimate and obtain clarification prior to submission of the tender.

15. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.

16. If the tender is submitted on behalf of a firm, all documental evidences to be submitted in technical bid such as annual turnover, experience in the relevant field etc, shall be furnished only in the name of the firm with which the tender is submitted.

17. The tender form shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted on the **due date and time**.

Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

18. Tenderer shall submit the tender **online**. The Tenderer shall submit their eligibility, qualification details, Technical bid, Financial (Commercial) bid etc., in the online standard formats displayed in e-Procurement web site. The Tenderer shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e Procurement web site. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.

Signature of the tenderer

19. After online submission of bid, the Hard copy of the documents must be submitted to the Chief Traffic Manager (M&C) & DIR CP, TSRTC, Mushirabad, Hyderabad -500 624, between 11.00 a.m & 02.00 pm on **07.03.2024**.

i) Documents required for qualification :

- (a) Original demand draft for **Rs.5,900/-** towards tender document processing fee.
- (b) Original demand draft for **Rs.3,00,000/-** towards EMD.
- (d) Application form duly filled and signed as indicated at **Annexure - I**.
- (e) supporting documents for eligibility (i.e. Annual Average Turnover, Experience, Income Tax Proof) as prescribed in the tender document.
- (f) All the papers of tender document with Terms and Conditions duly signed by the Tenderer on each page as a token of acceptance of all the Terms and Conditions.
- (g) Self-Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
- (h) Self-Attested copy of PAN, TAN card and GST Registration of the Tenderer.
- (i) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
- (j) Any other document required as per the tender conditions

20. **The tenderer shall quote the contract amount payable per month for 1st year. The amount offered shall be the net amount payable to the Corporation. The contract amount will be enhanced every year by 10% from 2nd year onwards over the contract amount payable in the previous year of contract.**

21. The amount offered above shall be the net amount payable to the Corporation (i.e. excluding GST etc.,).

22. The Commercial Bid must be unconditional. Conditional offers will be summarily rejected. The Commercial Bid shall be quoted by the Tenderer entirely in Indian Rupees.

Opening and Evaluation of Tenders:

23. The e-Tenders will be evaluated online in the Corporate Office, TSRTC, Mushirabad, and Hyderabad at **3.00 P.M., on 07.03.2024** for technical evaluation and price bids (Commercial bids) will be evaluated online at **03.00 PM on 11.03.2024**.

24. The following procedure will be adopted for evaluating of the tenders.

- i. **Technical Bid** will be evaluated to verify its contents and the supporting documents to ascertain the eligibility of the tenderers. The Technical bids will be scrutinized on the basis of basic eligibility criteria.

Signature of the tenderer.

If the documents are incomplete or not in the prescribed formats or substantially insufficient to evaluate the eligibility criteria for short listing the Tenderer on the basis of the information contained in it may render the tender invalid and the tenderer will be disqualified for commercial bids. The EMD of the disqualified tenderer will be forfeited.

- ii. **Commercial Bid** will be evaluated of only those Tenderers, who have fulfilled the requirements stipulated for the Technical Bid.

Note: Even though the tenderers meet the above eligibility criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. Which are found to be false even at a later date.

Evaluation of Commercial Bid

- 25. The Bids will be evaluated mainly basing on the highest License fee offered per month for the first year of contract and tender will be awarded to the tenderer whose offer is the highest, after negotiations and recommendations made by Tender Committee constituted for this purpose

Tender Evaluation Committee

- 26. The Tender Evaluation Committee constituted by the TSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 27. Any approach from the tenderer's representative or his/her agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Amendment of Tender Document

- 28. At any time prior to the deadline for submission of proposals, Corporation may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer modify the Tender Document by issuing an addendum.

Any Addendum issued by the Corporation shall become a part of the Tender Document and will be posted on the website www.tender.telangana.gov.in or www.tsrtc.telangana.gov.in

To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the tendering authority, if required.

Signature of the tenderer.

Allotment of contract

29. As per the recommendations of the Tender Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement within 15 days from the date of issue of letter of allotment of the Contract duly paying Security Deposit and furnishing Bank Guarantee for the stipulated amounts.

Termination of tender process

30. TSRTC may terminate the tender process at any time and without assigning any reason. TSRTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

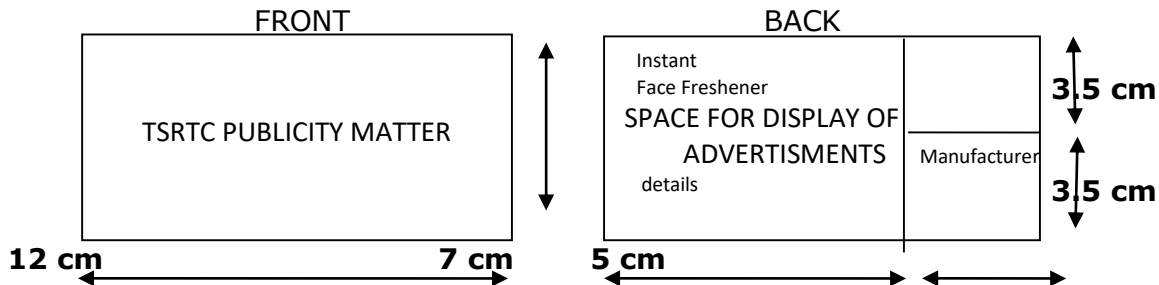
GENERAL CONDITIONS OF THE CONTRACT

1. The Tender is for Appointment of Advertising contractor for Procuring and supply of Ads for display on Face Freshener Sachets which are being distributed to the passengers of AC buses (Rajdhani, Lahari & Garuda Plus) of the Corporation for a period of five years.

2. **DETAILS OF FACE FRESHENER SACHETS at Annexure-II**

Packet Size : 7Cms X12 Cms (height X width).

Packing : In pack of printed Polyester Laminated with silver metallized polyester & LD.



ART WORK:

The Advertising contractor shall supply the Art work and any other material required to CTM(M&C) & TOURISM for approval and the approved copy will be sent to CCOS for printing advertisements at their own cost on the Face Freshener Sachets together with the details of quantity on which each advertisement has to be printed well in advance i.e. 10 to 20 days.

The size of the advertisement may be restricted to 7 Cm X 7 Cm (height X width) at the Back side of the Face Freshener Sachets.

PRINTING OF ADS:

Advertisements will be printed on the back side of Face Freshener Sachet in any one color by the supplier as per the printing matter submitted by Ad contractor. The advertisement contractor shall pay the printing charges for advertisements on reverse of Face Freshener Sachet at the rate as communicated by the CCOS, TSRTC, Head Office. These printing charges shall be paid along with the license fee payable during that month.

3. The advertising contractor shall obtain approval of the CTM(M&C) &DIR CP duly submitting a copy of the content of the advertisement specifying the subject matter before display.

The CTM(M&C) & DIR CP shall have the right to reject either whole or part of the content of the Advertisement, or to ask for modification if the advertisement is objectionable and against the interests of the Corporation/Govt./general public or not worthy for display.

Only after obtaining certification from the above Officer on advertisement content the contractor can start the printing.

4. Corporation will undertake printing of ads and circulation according to its scheduled program. The contractor shall abide by such scheduled program. **The approximate time required for printing ads is 10 to 20 days.**

Corporation will not give any guarantee in respect of distribution / schedule of distribution of Face Freshener Sachets (on which Advertisements are printed in) to a particular Depot / Region / Zone as specified by the Advt. contractor.

However, the Corporation will try to circulate the Face Freshener Sachets as per the requirement of the Advt. contractor

5. **SECURITY DEPOSIT:**

The successful tenderer shall have to pay an amount equivalent to the six highest monthly installments (out of the three year contract) **towards Security Deposit of contract within 15 days from the date of issue of allotment letter for the contract.**

The Security Deposit shall be paid to the CTM(M&C) DIR CP, T.S.R.T.C., Musheerabad, HYD., through Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Telangana in favour of TELANGANA STATE ROAD TRANSPORT CORPORATION, T.S.R.T.C., Musheerabad, HYD, payable at Hyderabad.

The Security Deposit will be refunded after one month from the date of completion of three year contract period, after adjusting the dues, if any payable by the advertising contractor to the Corporation.

The Security Deposit will not be adjusted towards monthly installments payable by the advertising Contractor.

In case of termination of contract due to breach of Terms and Conditions of contract, Corporation shall have the right to adjust the Security Deposit paid by the Advertising contractor towards the dues payable to the Corporation and to forfeit the balance Security Deposit. The Security Deposit will not carry any interest.

6. **BANK GUARANTEE:**

The successful tenderer shall have to submit Bank Guarantee for an amount equivalent to six monthly installments of 1st year contract amount within 15 days from the date of allotment of the contract. **The Bank Guarantee shall have validity for entire contract period.**

Signature of the tenderer.

The Bank Guarantee shall be furnished in addition to Security Deposit. **The Bank Guarantee will be returned after completion/termination of the contract period.**

The Corporation shall have the right to invoke the Bank Guarantee at any time and to adjust the realized amount towards the due amounts payable to the Corporation, if the Advertising contractor defaults in payment of monthly installment amount or penalty, or for breach of any Terms and Conditions of the agreement.

7. Failure to pay the Security Deposit/ furnish Bank Guarantee/ enter into agreement within the stipulated period, the Corporation shall have the right to cancel the allotment of contract and the EMD/ Security Deposit/ Bank Guarantee amount shall be liable for forfeiture.

8. **PAYMENT OF CONTRACT AMOUNT:**

The contract amount payable by the advertising contractor shall be paid as under:

The advertising contractor shall pay monthly contract amount along with printing charges in advance on or before 10th day of every month to the CTM(M&C) &DIR CP, Mushirabad, Hyderabad through demand draft obtained in favour of Financial Adviser, TSRTC, Mushirabad, Hyderabad payable at Hyderabad.

The Advertising Contractor shall pay the contract amount to the Corporation, without any deductions including TDS as the corporation is exempted from Income Tax under section 196 of IT act 1961. In other words, the amount agreed to be paid to the Corporation towards the contract shall be paid in Toto.

In the event of delay in payment of monthly license fee the Advertising contractor is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the installment amount. This clause shall not prevent the Corporation from invoking Bank Guarantee and forfeiting the Security Deposit of the advertising Contractor.

9. The Contractor shall pay GST to the Corporation as per the rules in force and at the rate as fixed by the Government from time to time, on the contract amount payable to the Corporation, in addition to payment of contract amount as agreed to be paid to the Corporation.
10. **If the advertising contractor fails to pay the monthly installments within stipulated period as per the terms & conditions of this agreement, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions**
 - a) to order to stop printing and display of advertisements
 - b) to invoke the Bank Guarantee and to adjust the amount towards due amounts payable to the Corporation
 - c) to adjust the Security Deposit towards due amounts payable to the Corporation
 - d) to terminate the contract.

In case contract is terminated, Corporation shall have the right to adjust the deposits (Security Deposit and Bank Guarantee amount) towards all the dues payable to the Corporation including incidental financial losses that might arise on account of such premature termination and also to forfeit the balance of deposit amount.

11. The advertising contractor shall supply the advertisement content 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 the left over period of minimum stipulated contract period.

If the contractor clears the balance contract amount for the left over minimum stipulated period of one year, the deposits (Security Deposit and Bank Guarantee) 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.

12. The contractor is allowed to display ads within the size of 6 Cm X 8.5 Cm (height X width) on back side of Face Freshener Sachet. No other space will be permitted for display of Ads.
13. The advertising contractor shall have no right to demand operation of any bus / buses with advertisements on any particular route / routes, area, timings etc. Due to operational exigencies, these buses may be deployed to other distant places during the weekends/ festival seasons/ whenever the situation arises. The advertising contractor neither objects for the same nor claim any revenue/ loss, etc.
14. ***The advertising contractor shall not display advertisements of businesses competitors with TSRTC in passenger transport and Cargo & Logistics, Tourism***
15. The Advertising Contractor shall make good all losses if any and settle all disputes / complaints of the advertisers from whom he procured advertisements for printing.
16. i) The Advertising Contractor shall have to obtain any certificate or permission or license as may be necessary or required from the concerned authorities of Central Government / State Government / Local body for display of advertisements.

ii) The Advertising Contractor shall comply with all the rules and procedures obtaining in the local / within the territorial limits, in which the business is carried on and shall pay all the Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements and there shall be no dues payable to any authority.
17. The Advertising Contractor shall not procure/ arrange to print any advertisements which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit / reject such advertisements from printing and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction. The contractor shall ensure that all norms of decency and social ethics are practiced for displaying the Advertisement content.
18. The Advertising Contractor shall not procure&arrange to print advertisements concerning Tobacco, Liquor, Alcoholic products – Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.

19. The Corporation shall not be liable for any loss incurred by the advertising contractor to its Bankers, Financial institutions, customers, personnel engaged by the advertising contractor or any other person connected with the business of the advertising contractor.
20. The Advertising Contractor shall not procure any advertisements for printing beyond the date of expiry of the agreement.
21. The Advertising Contractor shall furnish information that may be required by the Corporation from time to time, connected with the procurement of advertisements.
22. The Advertising Contractor shall have to pay the contract amount as agreed to be paid to the Corporation, irrespective of procurement / display of advertisements.
23. The Corporation shall not be accountable for any loss or damage etc. that the advertising contractor may suffer on account of any advertisements printed / not printed for any reason.
24. In case advertisements are not printed due to electricity breakdown / bundhs / agitations / other internal or external factors, for a particular period or periods – the Corporation shall not be liable for any loss or damage caused to the advertising contractor.
25. The Advertising Contractor shall not appoint other firms / agencies / individuals as sub-contractors to carry out the business of procurement of advertisements for printing.
26. The contract can be terminated by giving three months advance notice on either side.

But the contractor has to carry out the business for a minimum period of one year as per the Clause 10. If the contractor seeks premature termination, immediately on completion of one year, he/she has to intimate (in writing) his / her intention to terminate the contract at the beginning of the fourth quarter (i.e. soon after completion of 9 months period) from the date of commencement of the contract, in the form of 3 months advance notice.

However, Corporation reserves the right to terminate the contact any time during the contract period, by giving 3 months advance notice to the contractor.

In such circumstances, the deposits which may remain to the credit of the contractor will be refunded after all the dues payable to the Corporation have been settled out of the deposits made by the Contractor (Security Deposit, Bank Guarantee etc.). Corporation shall not be liable to pay any damages that the contractor may suffer on account of such termination.

In case of any violation / breach of Terms and Conditions of the contract, Corporation reserves the right to terminate the contract with one Month advance notice besides forfeiture of Security Deposit and Bank Guarantee amount.

27. The Advertising Contractor shall not employ, associate or include as business partner any person who was advertising contractor of the Corporation and defaulted in payment of contract amount.

In case it comes to the notice of the Corporation that the Advertising Contractor has employed / associated / included such person in carrying out the business, the Corporation shall have the right to terminate the contract.

28. The business shall be carried out only on the name / firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the Contractor / Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
29. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract besides forfeiture of deposit.
30. The VC&MD of the Corporation, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against the Corporation or its Officers, employees - successor - assignee for rejection of his/her tender.
31. The VC&MD of the Corporation reserves the right to modify any condition/conditions of the agreement, and add any other condition/ conditions during the contract period. The Advertisement contractor has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the Corporation at his/her/its cost.
32. In case of any dispute or differences arising on the Terms and Conditions of the tender or contract as the case may be, the decision of the VC&MD, TSRTC, shall be final and binding on both the parties.
33. If any dispute arises between the Contractor and the Telangana State Road Transport Corporation, the Courts of Hyderabad and Secunderabad shall have jurisdiction.

**Chief Traffic Manager (M&C)
& DIR(CP)**

Signature of the tenderer

Tender application form

<p>Affix latest passport size photo with self attestation</p>

To
The Chief Traffic Manager (M & C) & DIR(CP)
T S. R. T. C. Mushirabad,
H Y D E R A B A D.

Sir,

Sub:-Submission of Tender Application form for Appointment of Advertising contractor for Procuring and supply of Ads for display on Face Freshener Sachets which are being distributed to the passengers of AC buses (Rajdhani, Lahari AC & Garuda Plus) of the Corporation for a period of five years- Reg.

- 1) Name of the Tenderer :
(In capital letters)
- 2) Status (Individual/Partnership :
Firm/Company/Others) with
details and proof thereof
- 3) Address for correspondence :

Telephone No.

- 4) Medium of Communication : (Tenderer shall opt for his / her
choice from the below mentioned options)

- a. SMS : Mobile No.-----
b. WHATSAPP : Mobile No.-----
c. e-MAIL : e Mail ID.-----

(Delivery of any communication from TSRTC to the above opted digital address will be treated as if it is served through regular post to the tenderer / Advertising Contractor on his physical address. If the tenderer fails to indicate his / her choice from the above three options, then the tender will be treated as incomplete and as invalid)

- 5) Permanent residential :
address

Telephone No. :

- 6) Email/Website address :

- 7) PAN No:
(Copy to be enclosed)

TAN No:
(Copy to be enclosed)
GST Registration No:
(Copy to be enclosed)

Signature of the tenderer

- 8) Tender document processing fee :

- Demand Draft No. & Date :
 a. Amount in Rs. : 5900/-
 b. Bank particulars :
 (Cheques will not be accepted)
- 9) Earnest Money Deposit :
 Amount particulars
 a. Demand Draft No. & Date :
 b. Amount in Rs. : 3,00,000/-
 c. Bank particulars :
 (Cheques will not be accepted)
- 10) Average Annual turnover :
 for the two financial years **(in Lakh Rs.)** as mentioned below **(Proof to be enclosed as prescribed)**

Description	Two financial years	
	2022-23	2021-22
Year		
Total turnover in lakhs	Rs.	
Average Annual Turnover in lakhs	Rs.	

- 11) Experience of the Tenderer : _____ years
 in the field of Advertisements (Necessary proof shall be enclosed)
- 12) Income Tax Returns : Yes / No
- 13) I/We have carefully read the Terms and Conditions of the tender document.
 I/We understand and hereby accept that our offer shall be binding upon us subject to the modification resulting from contract negotiations, made by the Corporation at its discretion.
- 14) It is hereby confirm that I/We are entitled to act on behalf of our Corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 15) I/we hereby agree to be appointed as Advertising contractor for Procuring and supply of Ads for display on Face Freshener Sachets which are being distributed to the passengers of AC buses (Rajdhani, Lahari AC & Garuda Plus) of the Corporation for a period of five years.
- 16) I/We have perused the Terms and Conditions of the tender for appointment of Contractor and hereby agree to abide by the said conditions in toto.
- 17) I/we have carefully read and understood the Terms and Conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)
 along with seal/stamp

Signature of the tenderer

DETAILS OF FACE FRESHENER SACHETS

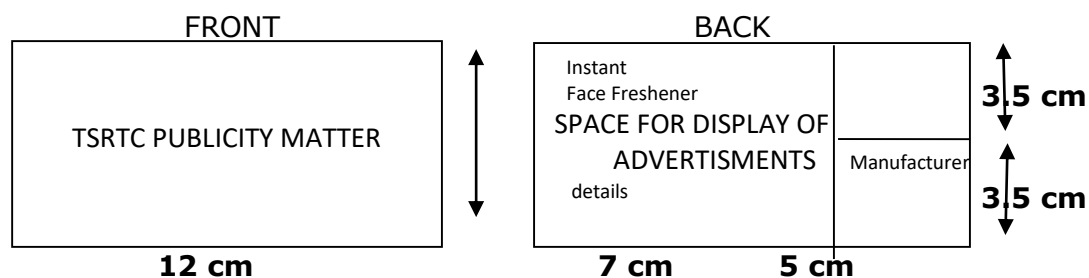
Packet Size : 7Cms X12 Cms (height X width).

Packing : In pack of printed Polyester Laminated with silver metallised polyester & LD.

ART WORK:

The Advertising contractor shall supply the Art work and any other material required to CTM(M&C) & TOURISM for approval and the approved copy will be sent to CCOS for printing advertisements at their own cost on the Face Freshener Sachets together with the details of quantity on which each advertisement has to be printed well in advance i.e. 10 to 20 days.

The size of the advertisement may be restricted to 6 Cm X 8.5 Cm (height X width) at the Back side of the Face Freshener Sachets.



The size of the advertisement may be restricted to 6 Cm X 8.5 Cm (height X width) at the Back side of the Face Freshener Sachet.

PRINTING OF ADS:

Advertisements will be printed on the back side of Face Freshener Sachet in any one color by the supplier as per the printing matter submitted by Ad contractor. The advertisement contractor shall pay the printing charges for advertisements on reverse of Face Freshener Sachet at the rate as communicated by the CCOS, TSRTC, Head Office. These printing charges shall be paid along with the license fee payable during that month

Signature of the tenderer