

E-TENDER NOTIFICATION NO:C2/10(05)/2017-OPD(M&C),  
DT:09.05.2017



# TELANGANA STATE ROAD TRANSPORT CORPORATION

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e-TENDERS FOR APPOINTMENT OF ZONE WISE ADVERTISING  
CONTRACTORS FOR DISPLAY OF ADS ON CERTAIN  
PORTION/SPACE OF THE TIMING BOARD SITUATED INSIDE  
(BEHIND DRIVER'S SEAT) OF VARIOUS TYPES OF BUSES OF  
THE CORPORATION FOR A PERIOD OF THREE YEARS

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

**Website: <http://tsrtc.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.**

**e-tender details**

1.	Department Name	TELANGANA STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	<b>OFFICE OF THE MD, OPD(M&amp;C) WING, BUS BHAVAN</b>
3.	Tender Number	No.C2/10(05)/2017-OPD(M&C) dated 09.05.2017
4.	Tender Subject	APPOINTMENT OF ZONE WISE ADVERTISING CONTRACTORS FOR DISPLAY OF ADS ON CERTAIN PORTION/SPACE OF THE TIMING BOARD SITUATED INSIDE (BEHIND DRIVER'S SEAT) OF VARIOUS TYPES OF BUSES OF THE CORPORATION
5.	Period Of Contract	3 years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Single Bid System
8.	<b>EMD</b>	<b>BIDDERS SHOULD SUBMIT THEIR EMD BY WAY OF DEMAND DRAFT DRAWN ON ANY NATIONALIZED / SCHEDULED BANK PAYABLE AT HYDERABAD IN FAVOUR FA&amp;CAO, TSRTC. THE EMD AMOUNT IS Rs.1,00,000/- for each Zone.</b>
9	<b>Tender document Process Fee</b>	<b>Rs 1,145/-</b>
10.	<b>Tender document Process Fee Payable To</b>	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	<b>Bid submission starting date and time</b>	<b>09-05-2017 at 11.00am</b>
12.	<b>Bid submission closing date and time</b>	<b>24-05-2017 at 05.00pm</b>
13.	<b>Hard copies submission</b>	<b>25-05-2017 11.00 am to 02.00pm</b>

	<b>closing date and time</b>	
14.	<b>Submission of separate DDs towards EMD</b>	<b>SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED WELL BEFORE OPENING OF THE BIDS</b>
15.	Technical Bids Opening Date	<b>25-05-2017 at 03.00pm</b>
16.	Commercial Bids Opening Date and Time	<b>29.05.2017 at 04.00 pm</b>
17.	Place Of Online Tender evaluation	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	Chief Traffic Manager & Director (Central Projects), 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 <sup>nd</sup> Floor, Bus Bhavan, Mushirabad, Hyderabad. ctmmnc@tsrtc.telangana.gov.in
21.	Contact Details/Telephone, Fax	9959225400 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 <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> or <a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-</p>

Procurement platform. 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 eProcurement 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.

**1. Digital Certificate Authentication:**

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

**2. Registration with e-Procurement platform:**

For registration and online bid submission, Bidders may contact HELP DESK of M/s Vayam technologies Limited or <https://tender.eprocurement.gov.in>.

**3. Submission of Hard Copies:**

After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process

fee to the Tender Inviting Authority and other uploaded documents on the date specified in the tender document. 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 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.

#### **4. Payment Of Transaction Fee:**

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 service tax of 15% + Bank Charges on the transaction

		<p>amount payable to TSTS shall be applicable.</p> <p><b>5. Tender Document:</b></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><b>6. Bid Submission Acknowledgement:</b></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 [www.eprocurement.gov.in](http://www.eprocurement.gov.in) / <https://tender.eprocurement.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.

For any help or technical support on e-Procurement, Bidders may contact M/s Vayam Technologies Limited over phone or in person or their helpdesk at:

**e-Procurement Help Desk  
Vayam Technologies Limited  
Plot No.107, 1st Floor, Lumbini Enclave, Opp: NIMS Hospital,  
Near Hotel Urvasi , Punjagutta,  
Hyderabad-500082,  
Telangana State, India  
Ph: +91-40-44426250/51  
Fax: +91-40-44426252  
E-Mail: helpdesk.eproc@vayamtech.com**



**Details of e-procurement tender notification no:C2/10(05)/2017-  
OPD(M&C), DT.09.05.17**

- The tender is for appointment of zone wise advertising contractors for display of Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of Buses of the Corporation for a period of three years
- The details with regard to Zone wise no. of Buses are at Annexure-II.
- e-tenders are invited in Single Bid System.
- Tender document can also be downloaded from the website [www.tsrtc.telangana.gov.in](http://www.tsrtc.telangana.gov.in).
- Tender document process fee @ Rs 1145/- each (separately for each Zone) shall be paid in the form of Demand Draft obtained in favor of FA & CAO, TSRTC and the same will 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.
- Earnest Money Deposit for an amount of Rs 1,00,000/- (Rupees One lakh only) per each Zone in the form of Demand Draft obtained in favor of FA & CAO, TSRTC 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.
- 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 document processing fee and opening of tenders will be the following working day.
- Before submission of the tender through online, 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.
- Corporation 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.

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 for each Zone separately along with requisite EMD and Tender document process fee.
4. The tender form must be signed by the tenderer (either individual or representing a firm) only.
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. Incomplete Tenders, Tenders not accompanied by Demand Draft for requisite EMD and DD for Tender document process fee will be rejected. Cheques in lieu of Demand Drafts will not be accepted.
7. **Any person/Agency/Organization, who/which was a licensee to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing licensee who defaulted in payment of license fee equivalent to 6 months and above in the present license on the date of submission of this tender, is disqualified from participating in this Tender.**

### **Earnest Money Deposit & Tender Document Process Fee**

8. The EMD is Rs.1,00,000/- per each Zone. The Tenderer shall submit a Demand Draft(s) 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 favor of F A & CAO, TSRTC, MUSHIRABAD, HYDERABAD. EMD in any other form other than Demand draft will not be accepted.
9. The tenderer shall also submit DD for an amount of Rs.1145/- towards Tender document Process fee, for each Zone, separately.

Signature of the Tenderer

10. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders. 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.
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 clauses 6 and 7 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.
  - (l) Non enclosure of requisite documents.

**Submission of Tender:**

12. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
13. 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.

Signature of the Tenderer

14. 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.
15. If the tender is submitted on behalf of firm, all documental evidences submitted 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.
16. 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**. Offers received after due date and time, shall not be accepted.
17. 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 Financial (Commercial) bid in the online standard format displayed in e-procurement website. The tenderer shall upload the scanned copies of all the relevant certificates, documents etc. in the e-procurement website. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/ authenticity.
19. After online submission of bid, the Hard copy of the documents must be submitted to CTM (M&C) & DIR (CP), TSRTC, Mushirabad, Hyderabad-500624, on 25.05.2017, between 11.00 AM to 2.00 PM or any Amendments issued thereon. The tenderer shall submit
  - i) Documents required for qualification :
    - (a) Original Demand Draft for Rs. 1145/- towards tender document process fee (separately for each of the Zone).
    - (b) Demand Draft for Rs.1,00,000/- towards EMD separately per each of the Zone.
    - (c) Application form duly filled and signed as indicated at **Annexure - I**.
    - (d) All the papers of tender document (except commercial Bid) with terms and conditions duly signed by the tenderer on each page as a token of acceptance of all the terms and conditions.
    - (e) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
    - (f) Self Attested copy of PAN/TAN card and Service tax registration of the Tenderer.
    - (g) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
    - (h) Any other document required as per the tender conditions

**Signature of the tenderer**

20. The tenderer shall quote the contract amount **per bus per month** (zone wise) for 1<sup>st</sup> year of the contract period. The contract amount payable to the corporation will be enhanced @ 10% in 2<sup>nd</sup> and 3<sup>rd</sup> year over the contract amount payable for 1<sup>st</sup> and 2<sup>nd</sup> year of contract.
21. The tender must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Tenderer entirely in Indian Rupees.

### **Opening and Evaluation of Tenders:**

22. The Tenders will be evaluated online at the Corporate Office, TSRTC, Mushirabad, Hyderabad, at 3.00 P.M., on .25.05.17 for technical evaluation and price bids will be evaluated online at 04.00 pm on 29.05.2017
23. The amount offered will be the net amount payable to the Corporation.
24. The contract will be awarded to the highest quoted tenderer on the basis of highest amount offered per bus per month for the 1<sup>st</sup> year of the contract, after negotiations and recommendations made by Tender Committee constituted for this purpose.

Note: Even though the tenderers meet the requirements, they are subject to be disqualified at any stage if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements / qualification.

### **Tender Evaluation Committee**

25. 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.
26. Any approach from the tenderer's representative or his Contractor, 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:**

27. 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 thus issued shall become a part of the Tender Document and will be posted on the website [www.eprocurement.gov.in](http://www.eprocurement.gov.in) or [www.tsrtc.telangana.gov.in](http://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.**

**28. Allotment of contract**

As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into an agreement with the Corporation 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.

**29. Termination of tender process**

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

**CHIEF TRAFFIC MANAGER (M&C) &  
DIRECTOR (CP)**

**Signature of the tenderer.**

## GENERAL CONDITIONS OF THE CONTRACT

- 1) The tender is for appointment of Zone wise advertising contractors for display of Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation for a period of three years.
- 2) The details of approximate no. of buses of each type held at each zone and the space available (measurements/ dimensions) for ads in various types of buses are shown at **Annexure-II & Annexure-III.**
- 3) The tenderers may inspect the buses physically either on road or at Bus depots to have a clear idea before submitting their tender.
- 4) The newly added buses (after commencement of agreement period) will also be made available to the Contractor for which the rates quoted/finalized will be made applicable. The Contractor shall pay additional contract amount for the newly added buses as per the agreed rate per bus besides original contract amount.

Census of buses will be conducted once in every four months for arriving at monthly licence fee to be paid by the successful tenderer for the next four months.

- 5) The successful tenderer shall have to pay a sum equivalent to six highest monthly instalments of the contract amount 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 C T M(M&C) &DIR(CP), T.S.R.T.C., Musheerabad, HYD., through a Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Telangana in favour of FA & CAO, T.S.R.T.C., Musheerabad, HYD, payable at Hyderabad.

The Security Deposit will not carry any interest and it will be refunded after one month from the date of completion of contract period, after adjusting the dues, if any payable by the contractor to the corporation.

The Security Deposit will not be adjusted towards monthly instalments payable by the contractor unless the situation demands for the same.

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.

- 6) The successful tenderer shall have to submit bank guarantee for an amount equivalent to six monthly installments of 1<sup>st</sup> year of contract within 15 days from the date of issue of letter for appointment as advertising contractor.  
**The Bank guarantee shall have validity for 9 months.**

Signature of the tenderer

The Bank guarantee shall be furnished in addition to security deposit. **The Bank guarantee will be returned after completion of 9 months 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) The successful tenderer shall enter into an agreement with the corporation duly paying applicable stamp duty within 15 days from the date of issue of allotment letter for the contract.
- 8) Failure to pay security deposit and / or to furnish bank guarantee and / or to enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit and / or Bank guarantee amount paid shall be liable for forfeiture.
- 9) The Contractor will not be permitted to display ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types buses which are specifically excluded from display of any commercial advertisements by an order of Managing Director of the corporation during the subsisting period of contract.
- 10) Advertisement shall be displayed with Vinyl stickering only. The aesthetic look of the buses should not be spoiled even while the advertisement is on or when it is removed.

The Contractor shall ensure that all norms of decency and social ethics are practiced for displaying the advertisement content.

- 11) The contract amount payable by the Advertising contractor shall be paid as under:

The Advertising contractor shall pay each monthly installment amount **in advance** on or before 10<sup>th</sup> day of the month to the C T M(M&C) &DIR(CP), Mushirbad, TSRTC, through demand draft obtained in FA & CAO, TSRTC, payable at Hyderabad.

The Advertising Contractor shall pay the contract amount to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.

In the event of delay in payment of monthly installment 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.

- 12) 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, at their own cost.

Signature of the tenderer.



- ii) The advertising contractor shall comply with all the rules and procedures laid down in the local/within the territorial limits, in which the business is carried and shall pay all Taxes, fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements on buses and there shall be no dues payable to any authority.
  - iii) The Contractor shall pay service tax to the corporation as per the rules 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.
  - iv)The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as the Corporation is exempted from TDS.
- 13) The Contractor shall in no manner evade any governmental responsibilities and obligations in terms of practicing of laid down norms for undertaking such business activities.
- 14) The Contractor shall be responsible to receive Ad-content, and take care of logistics for pasting the Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation.
- 15) If the advertising contractor fails to pay the monthly installments for three consecutive months, or fails to pay the monthly installment within stipulated period thrice during the course of a calendar year, 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 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 amount towards due amounts payable to the corporation
  - (d) to deface / remove advertisements displayed.
  - (e) 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.

- 16) The advertising contractor shall carryout his business of display of advertisements inside the buses 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 minimum stipulated period of contract.

Signature of the tenderer.

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 licensee 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 made good the short fall within the prescribed time.

- 17) The advertising contractor shall bring all equipments and materials just before fixing / displaying advertisements on the space identified inside the buses, at their own cost. It is also the responsibility of the advertising contractor to take away the advertising materials immediately after the fixing / display work is completed.
- 18) The advertising contractor shall fix the advertisement on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses only during the period when the buses are kept idle or when they are not under operation. He/she shall have no right to detain any bus/buses for the purpose of display of advertisements.

Corporation is not liable for the damages caused to the Ad., by whatsoever reason it might be.

- 19) The advertising contractor:
  - a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
  - b) shall not resort to display of advertisements inside the buses beyond the space specified for display of advertisements.
- 20) Corporation reserves the right to appoint other contractor for display of advertisements on any other portion of inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Contractor under the present contract.
- 21) The advertising contractor shall not undertake any advertisements for display 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 display and the advertising contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
- 22) The advertising contractor shall submit the advertisement to the concerned Depot Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

The Depot Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable and against the interests of the corporation or the general public or not worthy for display inside the buses.

No advertisement shall be displayed inside the buses without the prior approval of the Depot Manager concerned.

Signature of the tenderer.

Even, where the advertisement is approved by the Depot Manager, the Regional Manager concerned and C T M(M&C) &DIR(CP) at Corporate Office shall have the right either to reject the advertisement or to ask for modification, if in his opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.

- 23) The advertising contractor shall not display advertisements concerning to 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.
- 24) The corporation authorities will allow the advertising contractor or any person authorized by the advertising contractor to enter into any Depot or premises to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.

The advertising contractor is liable for the damages caused to the buses in the course of display of advertisements inside the buses or in the course of removing the advertisements from the buses.

- 25) The advertising contractor shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements.
- 26) The Corporation shall have right to transfer the bus/buses under operation of a Depot / Region / Zone on which advertisements are displayed to the Depots of same /any other Region / Zone as it may think fit and necessary and the advertising contractor shall have no right to demand for operation of any such bus/buses within a particular Depot /Region / Zone during the period of Contract.

The advertising contractor shall have no right to demand operation of any bus/buses with advertisements on any particular route/routes, area, timings etc.

Distribution of Depots in the existing Zones of the corporation is subject to rationalization on the basis of geographical location, direction, route network, fleet strength and other administrative reasons. The contractor cannot make any claim for deletion of depots / fleet if any owing to the above.

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.

- 27) In case any bus/buses in which advertisements are displayed is/are not operated due to mechanical breakdown/ accident/ fire/ floods / natural calamities / strike/ agitations/bundhs either by internal or external factors or for any other reasons, for a particular period, or periods, the advertising contractor shall have no right to claim any compensation or reimbursement of loss etc.
- 28) The contractor shall display Ads inside the buses duly removing / defacing the existing ads, if any.

Signature of the tenderer.

The contractor shall display the expiry date of the advertisement inside the buses on which advertisements are displayed.

The contractor is responsible to remove/ deface advertisements from the buses after expiry of the period of display of such advertisement, during the subsisting period of agreement.

Failure to remove / deface advertisement within week days after expiry of the period of display of advertisement will attract levy of penalty @ Rs.1000 per bus per month by concerned Regional Manager /C T M(M&C) &DIR(CP).

No display of any advertisement shall exist inside of any bus after completion of the contract period.

In case the advertising contractor fails to remove/deface the advertisements, after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the advertising contractor is liable to pay penalty at the rate of Rs.1,000/- (Rupees one thousand only) per day per bus, for displaying advertisements unauthorisedly.

The advertising contractor shall reimburse the consequential expenditure involved in removing such advertisement material in case the corporation removes the advertisements. The Corporation shall also have the right to invoke Bank guarantee/adjust and/or adjust the security deposit towards the removal charges.

- 29) The advertising contractor is liable for the damages caused to the buses/premises of the corporation or to any property of the corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
- 30) If the Advertising contractor is found displaying advertisements unauthorisedly or commits any breach of Terms and conditions of the agreement, the Depot / Regional Manager concerned can issue notice to the contractor to rectify the same within a specific period and if the contractor fails to do so, the Depot / Regional Manager can impose a penalty up to a maximum of Rs.1000/- (Rupees one thousand only) on each occasion, besides taking other action as deemed fit and proper.
- 31) The advertising contractor shall have to pay the contract amount as agreed to be paid to the Corporation, for display of ads on specified portion inside the buses (irrespective of the type of bus) of the Corporation.
- 32) The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc, that the advertising contractor may suffer on account of any advertisements displayed or not displayed inside the buses or for any reason or for any other cause.

The Corporation shall not be liable for any loss incurred by the advertising contractor to its Bankers, Financial institutions, customers, personnel engaged by the Contractor or any other person connected in the business of the Contractor.

Signature of the tenderer.

- 33) The advertising contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., ESI, Minimum wages as prescribed by the Govt., and submit the proof of compliance. The Contractor/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour engaged by them.

The Advertising contractor shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.

- 34) The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person or workmen engaged by the advertising contractor in connection with display of advertisements inside the buses. The advertising contractor is liable to bear all expenses and for payment of compensation in such cases.

The Advertising contractor shall indemnify the Corporation for any claims made by any authority and reimburse the same in case any payments are made by the Corporation.

- 35) The contract can be terminated by giving three months advance notice on either side.

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.

However, the contractor is permitted to exercise this option only on completion of minimum stipulated period of one year. Corporation reserves the right to terminate the contract any time during the contract period, by giving 3 months advance notice to the advertising contractor.

In case of breach of terms and conditions of the contract, corporation shall have right to terminate the contract with a week days advance notice.

- 36) The advertising contractor shall not appoint other firms / agencies / individuals as sub-Contractors to carry out the business of display of advertisements.

- 37) The advertising contractor shall not engage persons below the age of 18 years. The persons engaged by the Advertising Contractor shall not have any right or claim whatsoever, for employment in TSRTC at a future date.

- 38) 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.

Signature of the tenderer.

- 39) In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of security deposit / bank guarantee amount.
- 40) The business shall be carried out only on the name/firm, as the case may be, that was specified and recorded in 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.
- 41) The Managing Director TSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The Contractor/Agency has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the corporation at his/her/its cost.
- 42) The Managing Director of TSRTC, 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 TSRTC for rejection of his/her tender.
- 43) 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 Managing Director, TSRTC, shall be final and binding on both the parties.
- 44) If any dispute arises between the Advertising contractor and the Telangana State Road Transport Corporation, the Courts at Hyderabad and Secunderabad shall have jurisdiction.

**CTM (M&C) & DIR (CP)**

Signature of the tenderer.

TELANGANA STATE ROAD TRANSPORT CORPORATION

To

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

Sir,

Sub :- **E-TENDERS** - Submission of e-Tender for appointment of zone wise Advertising Contractor for display of Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation for a period of three years- Reg.

Ref: TENDER NOTIFICATION NO:C2/10(05)/2017-OPD(M&C), DT 09.05.2017.

-oOo-

I/We hereby submit Tender for appointment as zone wise Advertising Contractor for display of Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation for a period of three years, after carefully going through the Terms and Conditions and other rules stipulated by the corporation, which are made available to me/us, along with the Tender Form.

Encl: Tender form

Place:

Yours faithfully,

Date:

(SIGNATURE OF THE TENDERER)  
along with seal

Address:

**Tender Application Form**

**Affix latest  
passport  
size photo  
with self  
attestation**

To  
The C T M(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 evaluation of the offer/quote submitted for appointment of Zone wise advertising contractors for display of Ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation for a period of three 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) Permanent residential :  
address

Telephone No. :

- 5) Email/Website address :

- 6) PAN No: :  
(copy to be enclosed)

- 7) TAN No: :  
(copy to be enclosed)

- 8) Earnest Money Deposit :  
amount particulars  
a) Demand Draft No. & Date :



- b) Amount in Rs. :  
c) Bank particulars :  
(Cheques will not be accepted)

10) Annual Turnover in Outdoor Advertisement business in Lakhs: \_\_\_\_\_

11) Experience of the Tenderer : \_\_\_\_\_ years  
in number of years in the  
outdoor advertising field,  
**(Proof of experience to be enclosed).**

12) I/We hereby submit the latest certified copy of Income Tax returns filed as Income Tax proof.

13) I/we have carefully read and understood the terms and conditions of the tender and I/We confirm my/our acceptance to the Terms and Conditions stipulated.

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 to display ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation for a period of three years.

16) I/We have perused the terms and conditions of the tender for appointment of advertising contractor to display ads on certain portion/space of the timing board situated inside (behind driver's seat) of various types of buses of the Corporation and hereby agree to abide by the said conditions.

17) 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

**ANNEXURE –II****Zone wise approximate no. of buses as on 31.03.2017 :**

Zone	TYPE WISE NO. OF BUSES (Including Hire)										TOTAL BUSES
	C.Ord	M.Exp	M. Dlx	M. Exp (Jnnurm)	M. Dlx (Jnnurm)	PVG	EXP	DLX	S. Lux	Rajadhani	
G.H.Z	2455	199	80	764	97	2	0	0	2	8	3607
HYD	0	0	0	18	0	1734	798	149	156	10	2865
KRMR	72	0	0	95	0	2087	1014	179	245	58	3750
<b>TSRTC</b>	<b>2527</b>	<b>199</b>	<b>80</b>	<b>877</b>	<b>97</b>	<b>3823</b>	<b>1812</b>	<b>328</b>	<b>403</b>	<b>76</b>	<b>10222</b>

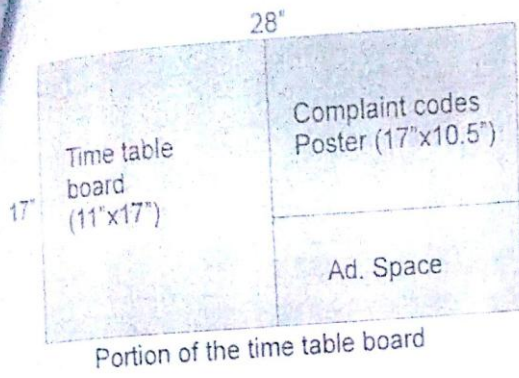
**Details of extent of advertisement space (Bus type wise):**

S.No	Bus Type	space for Ads (inches)	LOCATION
1	PALLELUGU	17 X 4.5 (Total .53 sft)	Adjacent to Time table board/ on certain portion of Time table board
2	EXPRESS	10.5 X 3 + 20 X 7.5 (Total 1.25 sft)	Adjacent to Time table board/ on certain portion of Time table board
3	DELUXE	10.5 X 3 + 20 X 7.5 (Total 1.25 sft)	Adjacent to Time table board/ on certain portion of Time table board
4	SUPER LUXURY & INDRA A/c	10.5 X 5 + 22 X 21.5 (Total 3.64 sft)	Below Television
5	C.ORD	17 X 6.5 (Total 0.76 sft)	Adjacent to Time table board/ on certain portion of Tim table board
6	M.EXP	10.5 X 7 + 24 X 7.5 (Total 1.76 sft)	Above Time table board
7	M. EXP (Jnnurm)	11 X 10.5 + 28 X 5.5 (Total 1.83 sft)	Above Time table board
8	M.DLX	10.5 X 6 + 23 X 7.5 (Total 1.55 sft)	Above Time table board
9	M. DLX (Jnnurm)	13 X 10.5 + 30 X 19.5 (Total 5.00 sft)	Above Time table board

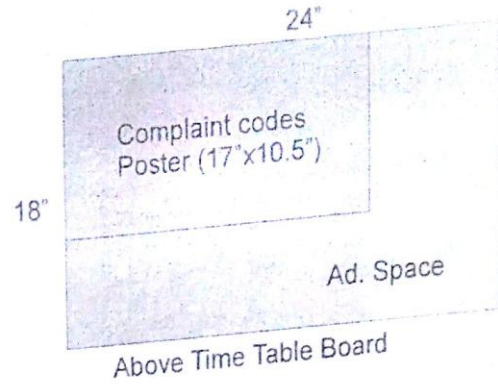
Signature of the tenderer.

ANNEXURE-III

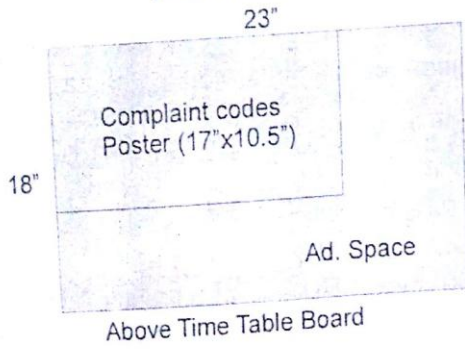
CITY ORDINARY



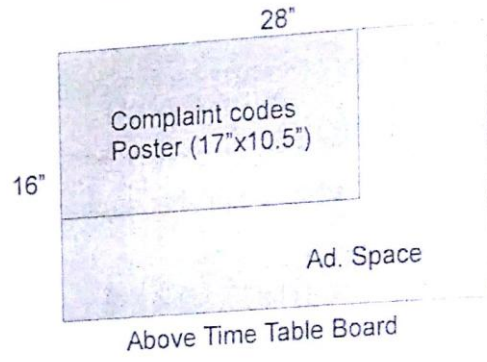
METRO EXPRESS



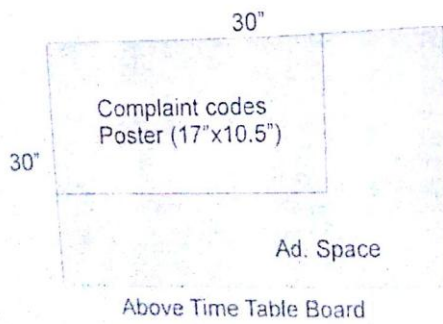
METRO DELUXE



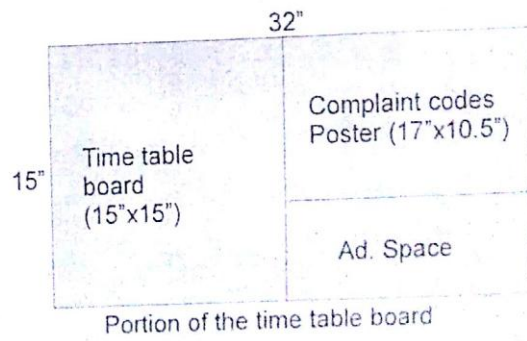
METRO EXPRESS (JNNURM)



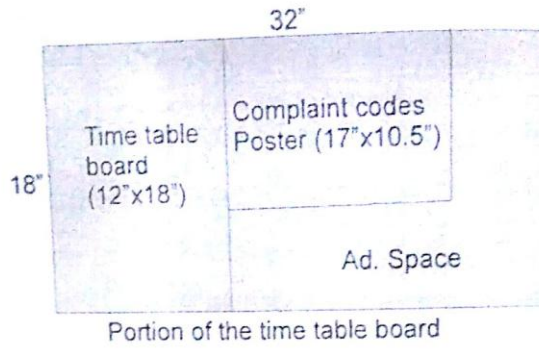
METRO DELUXE (JNNURM)



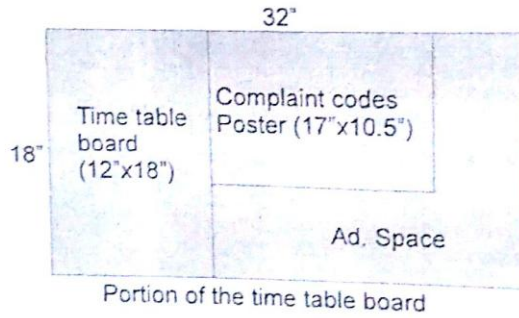
PALLEVELUGU



**EXPRESS**



**DELUXE**



**SUPER LUXURY & INDRA AC**

