

**e-procurement tender notification NO:C2/9(TV)/2017-OPD(M&C),
DT:09.05.2017**



TELANGANA STATE ROAD TRANSPORT CORPORATION

**E-TENDER DOCUMENT FOR APPOINTMENT OF REGION WISE
CONTRACTORS FOR INSTALLATION OF LED TVs IN SUPER
LUXURY, DELUXE AND EXPRESS BUSES OF THE CORPORATION
WITH AD RIGHTS THROUGH LED TVs FOR A PERIOD OF 5 YEARS**

**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>

www.eprocurement.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	OFFICE OF THE MD, OPD(M&C) WING, BUS BHAVAN
3.	Tender Number	No.C2/9(TV)/2017-OPD(M&C) dated 09.05.2017
4.	Tender Subject	APPOINTMENT OF REGION WISE CONTRACTORS FOR INSTALLATION OF LED TVs IN SUPER LUXURY AND DELUXE BUSES OF THE CORPORATION WITH AD RIGHTS THROUGH LED TVs
5.	Period Of Contract	5 years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Two Bid System Open
8.	EMD	BIDDERS SHOULD SUBMIT THEIR EMD BY WAY OF DEMAND DRAFT DRAWN ON ANY NATIONALIZED / SCHEDULED BANK PAYABLE AT HYDERABAD IN FAVOUR FA&CAO, TSRTC. THE EMD AMOUNT IS Rs.2,00,000/- for each Region.
9	Tender document Process Fee	Rs 1,145/-
10.	Tender document Process Fee Payable To	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	Bid submission starting date and time	09-05-2017 at 11.00 am
12.	Bid submission closing date and	24-05-2017 at 05.00pm

	time	
13.	Hard copies submission closing date and time	25-05-2017 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 ON SPECIFIED DATE AS PER TENDER DOCUMENT
15.	Technical Bids Opening Date	25-05-2017 at 03.00pm
16.	Commercial Bids Opening Date and Time	29.05.2017 at 04.00 pm
17.	Place Of Online Tender evaluation	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 nd 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 nd Floor, Bus Bhavan, Mushirabad, Hyderabad. ctmmnc@tsrtc.telangana.gov.in
21.	Contact Details/Telephone, Fax	9959225400 040-27616078
22.	Procedure to Offer Submission	The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at www.eprocurement.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place

www.eprocurement.gov.in or
https://tender.eprocurement.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.
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

		<p>service tax of 15% + 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 www.eprocurement.gov.in / <https://tender.eprocurement.gov.in> to download e-Procurement notification
- 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:C2/9(TV)/2017-
OPD(M&C), DT.09.05.17**

- The tender is for appointment of Region wise contractors for installation of LED TVs in the SUPER LUXURY, DELUXE and Express buses of TSRTC with ad rights through the LED TVs for a period of Five years.
- The technical details with regard to Region wise no. of Super Luxury, Deluxe and Express Buses are at [Annexure-III](#).
- e-tenders are invited in Two Bid System (Technical and Commercial).
- Tender document can also be downloaded from the website www.tsrtc.telangana.gov.in.
- Tender document process fee @ Rs 1145/- each (separately for each of the Regions) 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 2,00,000/- (Rupees Two lakhs only) per each Region 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 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 e-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 process fee. Single tender document is enough for one/ more than one/ all the Regions. However, the tenderer has to pay EMD amount and tender document fee for the stipulated amount separately for each of the Regions.
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.2,00,000/- per each Region. 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 Region, 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.

Signature of the tenderer

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/ Firm/ Company/ Corporation/Consortium and shall fulfill the following criteria:

- a) **Average Annual Turnover:** The annual turnover of the participant tenderer for the last two consecutive financial years shall be equal to or more than **Rs 50 Lakhs (Rupees Fifty Lakhs only)**.

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

- b) **Experience:** the experience of the tenderer in the outdoor advertisement field shall be for a minimum of two years in reputed public/private organisations.
- c) **Income tax:** The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns filed for the last two consecutive financial years.
- d) PAN, TAN and Service Tax Registration number are mandatory for participation in the tenders.

Submission of Tender:

- 13.** 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.
- 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**. Offers received after due date and time, shall not be accepted.

Signature of the tenderer

18. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
19. 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 website. 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 website. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.
20. After online submission of bid, the Hard copy of the documents must be submitted to CTM (M&C) & DIR (CP), TSRTC, Mushirabad, Hyderabad-500624, 25.05.2017, between 11.00 AM to 2.00 PM or any Amendments issued thereon. The tenderer shall submit
 - (a) Original Demand Draft for Rs. 1145/- towards tender document process fee (separately for each of the Region).
 - (b) Original Demand Draft for Rs.2,00,000/- towards EMD separately per each of the Region.
 - (c) Application form duly filled and signed as indicated at **Annexure - I**.
 - (d) All supporting documents for eligibility (i.e. Annual average turnover, Experience, Income tax proof) as prescribed in the tender document.
 - (e) 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.
 - (f) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
 - (g) Self Attested copy of PAN/TAN card and Service tax registration of the Tenderer.
 - (h) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
 - (i) Any other document required as per the tender conditions

The commercial bid must be unconditional. Conditional offers will be summarily rejected. The tender shall be quoted by the Tenderer entirely in Indian Rupees.

21. **The tenderer shall quote the monthly license fee payable per bus per month for each Region for the 1st year of the contract. The amount offered shall be the net amount payable to the Corporation. The monthly license fee will be enhanced from 2nd year onwards @ 10% every year over the previous year's license fee.**

Signature of the tenderer

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 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.

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 refunded. The applicant may collect the same from TSRTC with due acknowledgement.

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

24.The contract will be awarded to the highest quoted tenderer on the basis of highest monthly license fee offered per bus per month per each Region, after negotiations and recommendations made by Tender Committee constituted for this purpose.

Note: Even though the tenderers meet the above eligibility criteria , 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 eligibility requirements.

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.

Signature of the tenderer

Any Addendum thus issued shall become a part of the Tender Document and will be posted on the website www.eprocurement.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.

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 Region wise contractor for installation of LED TVs in SL, DLX and Express buses of TSRTC with ad rights through the LED TVs for a period of Five years.

The total number of Buses available for installation of LED TVs (Type-wise) is at Annexure-III.

2. TSRTC will provide space for installation of LED TVs in buses. The Contractor at his own cost shall install the LED TVs (1 for each bus) only at the specified space behind the Drivers' seat for the viewer ship of commuters inside the bus.
3. The licensee has to install LED TVs of reputed make. In case of Super Luxury buses LED TVs of 26" size have to be arranged behind the driver seat (Cabin partition). For Deluxe and Express Buses, LED TVs of 21" size have to be arranged.

The LED TVs will have to be securely tightened to the bus with the help of clamps, nuts and bolts. The system should consist of 4-6 speakers mounted on the ceiling/roof the bus in a zigzag manner to ensure even distribution of sound in the bus. All equipment viz., cables, inverter, other fixtures required for installation, shall have to be arranged at Contractor's own cost. The recurring costs if any, including communication costs shall also have to be borne by licensee. The licensee shall bear the cost of fixing and maintenance of the LED TV'S needed for advertisement displays and other related equipment.

4. There will be no investment from TSRTC towards the project except providing power supply (from the battery provided in bus) to run the LED TVs system.

The Contractor shall provide concealed wiring required if any for installation.

The aesthetic look of the buses should not be spoiled due to installation of the LED TVs, equipment by the Contractor.

5. The Contractor reserves the right for marketing ads through LED TVs and shall arrange for procuring Ads/ programs and display them through LED TVs at his/her own cost.
6. **Technology of Operations:** The Contractor has to make his /her own arrangement for operation of LED TVs in the buses with set top boxes or equivalent equipment having following features for display of content.

The LED TVs should be controlled by the control software and with regards to the content, time of play etc., the system should have facility

Signature of the tenderer.

to download/ view / modify the content and the ability to modify the control software through a centralized system.

- ❖ The content can be played / scheduled / controlled / monitored / tracked and modified centrally through control software anytime from anywhere or at a designated place.
- ❖ The content played can also be printed / viewed in the form of a report.
- ❖ The content rests with one single designated operator and should be controlled centrally and not rely on local hands as in case of DVD arrangement.
- ❖ The content can be added or removed any time from anywhere unlike a DVD arrangement (adding/removing is cumbersome, time consuming and error prone)
- ❖ The communication channel can be either GPRS, CDMA, VSAT, Wi-Fi, WI-MAX etc., or latest communication channel available with the expected bandwidth to download video/audio content on to the set top box/ equivalent equipment. If needed a combination of technology and service providers has to be made.
- ❖ The onus will be on the firm to set up connectivity for the project such as Internet/Wi-Max/Wi-Fi /Wireless connectivity/GPRS/3G/VSAT/CDMA etc., at their own cost.
- ❖ If required, the Corporation will provide a space of 6' X 6' in each Depot to enable the Contractor to keep equipments; accessories etc., related to the contract and Corporation will not collect any license fee for the space.

7. Lead Period for installation of LED TVs:

The Lead period of 90 days (three months period) will be given to the Contractor for installation of the LED TVs in all the Super Luxury, Deluxe and Express buses of allotted Region. Payment of monthly license fee commences from 91st day onwards from the date of commencement of contract period. (The contract period commences from 16th day from the date of issue of letter of allotment of contract).

The Contractor has to install LED TVs in all the Super Luxury, Deluxe and Express buses within the stipulated period of 90 days. The Contractor has to pay the monthly license fee for all the buses held from 91st day onwards from the date of commencement of the contract period irrespective of completion of installation of LED TVs in all the specified buses of the allotted Region.

Penalty @ Rs 50/- (Fifty only) per bus per month will be levied for non-installation of LED TVs in buses within the stipulated period of 90 days.

8. Corporation reserves the right to appoint other contractors for display of advertisements on/in the bus(es) i.e., other than LED TVs advertisements in the buses and the contractor appointed for display of advertisements through the LED TVs in SL, DLX and Express buses of TSRTC shall not raise any objection nor shall claim any revenue thereof.

Signature of the tenderer.

SECURITY DEPOSIT:

9. 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.

10. 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 contractor towards the dues payable to the corporation and to forfeit the balance security deposit.

BANK GUARANTEE:

11. The successful tenderer shall have to furnish Bank Guarantee for an amount equivalent to six monthly instalments of the first year contract amount within 15 days from the date of issue of allotment letter for the contract. **The Bank guarantee shall have validity for two years from the date of commencement of the contract.**
12. The Bank Guarantee shall be furnished in addition to security deposit. The Bank Guarantee will be returned after completion of two years period.
13. 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 contractor defaults in payment of monthly instalment amount or penalty or for breach of any terms and conditions of the agreement.

AGREEMENT:

14. The successful tenderer shall enter into an agreement duly paying applicable stamp duty as per Stamp duty Act, within 15 days from the date of issue of allotment letter for the contract.
15. Failure to pay Security Deposit and / or to furnish Bank Guarantee and / or to enter into 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.

Signature of the tenderer.

PAYMENT OF CONTRACT AMOUNT

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

The amount payable for each bus shall be multiplied with the total no. of buses held as mentioned in the tender notification / as on last day of previous month of entering into an agreement to arrive at monthly licence fee payable for all buses. The contractor shall pay each monthly instalment amount **in advance** on or before 10th day of the month to the concerned Regional Manager, through a demand draft obtained in favour of Dy. CAO of the concerned Region, TSRTC.

The 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.

The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as TSRTC is exempted from TDS.

In the event of delay in payment of monthly instalment, the 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 instalment amount. This clause shall not prevent the corporation from invoking bank guarantee and adjusting the realised amount towards due amount and adjusting / forfeiting the security deposit of the Contractor.

17. The successful tenderer shall install LED TVs in all the SL, DLX and Express buses of TSRTC which are held as on the last day of previous month of commencement of contract period.

The contractor shall have to pay the contract amount as quoted in the Tender/as finalized by Tender Committee, irrespective of installation of LED TVs / display of advertisements through the LED TVs.

The (newly) added buses would also be made available to the Contractor during the subsistence period of contract and the Contractor has to install LED TVs / other equipment in those buses, and shall pay additional contract amount for the additional no. of buses as per the agreed rate per bus per month.

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

The number of Region-wise (type-wise) buses are at **Annexure-III**.

18. The Contractor shall have **no right** to install / display ads through LED TVs in:

Signature of the tenderer.

- a) The buses which are included in the contract but specifically excluded for display of any commercial advertisements by an order of Managing Director of Corporation.
 - b) all other types of buses which are not allotted to the contractor in this contract.
19. The Contractor shall pay Service Tax to the corporation, at the rate 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.
20. If the Contractor fails to pay the monthly instalments for three consecutive months, or fails to pay the monthly instalment 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 through LED TVs in Buses of the concerned Region,
 - b) to invoke the bank guarantee and to adjust the amount towards due amounts payable to the Corporation,
 - c) to adjust the security deposit paid by the contractor towards license fee dues payable to the corporation including incidental financial losses that might arise on account of such premature termination and to forfeit the balance security deposit,
 - d) to terminate the contract.
21. In the event of non-payment of monthly instalments or committing breach of conditions, when the corporation orders for stopping the display of ads in its buses, the contractor is liable to pay regular instalments even for the interregnum period, as if there is no break in the display of ads in the buses through the LED TVs.

MINIMUM PERIOD OF BUSINESS:

22. The Contractor shall carryout the business of display of advertisements through TVs in the buses of TSRTC for a minimum period of one year from the date of commencement of the contract.
23. In the event of the Contractor seeking premature termination of contract within the stipulated one year period, the Contractor is liable to pay the balance monthly instalments for the left over minimum stipulated period of one year.
24. If the Contractor clears the balance contract amount for the left over minimum stipulated period of one year, the security deposit will be refunded. In case the Contractor fails to pay the amount which falls short of the amount payable for one year, Corporation has the right to adjust the security deposit paid by the Contractor towards the dues payable by the Contractor and also invoke the Bank guarantee towards due amounts. The balance amount, if any will be refunded to the Contractor.

Signature of the tenderer.

25. Corporation shall have the right to operate any bus(es) or not to operate any bus(es) depending upon its exigencies. The Contractor shall not have any right or objection in making use of the bus(es) of the Corporation for other purposes.
26. The Contractor shall comply with all the laws, rules and procedures laid down in the local/ within the territorial limits, in which the business is carried out and he/she shall pay all the Taxes, stamp duty, fees, or other sums payable to the local authorities for the purpose of carrying out the business for display of advertisements through LED TVs in buses of the allotted Region and there shall be no dues payable to any authority.
27. The contractor shall have to obtain certificate or permission or approval or license as may be necessary or required from the concerned authorities/agencies of Central Government/State Government /Local Body / or relevant authorities for display of advertisements and other content of entertainment through LED TVs system. The Contractor shall abide by all the Laws, & rules, enactments made by the govt. from time to time in connection with business of display of ads through TVs in the buses.”
28. The 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, political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the Contractor 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 not display advertisements concerning consumption of tobacco, tobacco products, liquor, alcoholic products – narcotics, obscene material or any other product prohibited by Law/ under any orders issued by the Government of Telangana /Government of India/Corporation from time to time.

The Contractor shall not undertake any advertisements for display beyond the date of expiry of the agreement

29. The Executive Director of concerned Zone(s) and the concerned Regional Managers or C T M(M&C) & DIR(CP) shall have the right to reject either whole or part of the Advertisement being displayed, if the advertisement is objectionable against the interests of the Corporation or the general public or not worthy for display.
30. The Contractor shall display advertisements through LED TVs system at a moderate sound level. Audio system at a high pitch will not be allowed. He shall follow the instructions issued by the Corporation in this regard from time to time
31. The Contractor shall not display advertisements and also infotainment programs through LED TVs, in the Buses during the period (00.00 to 05.00 hrs).

Signature of the tenderer.

32. (a) The Corporation is not liable for the damages caused to LED TVs or any other equipment installed - during display of advertisements in the Bus (es) or in the course of installation/removing the equipment / machinery fixtures etc.
- (b) The Contractor shall have to get repaired the damage or remit the cost of damages caused to the bus(es) if any, as assessed by the Corporation, during the course of installation of his equipment or during regular periodical maintenance failing which, the cost of damage will be recovered from the security deposit or by invoking the Bank guarantee.
33. a) The Contractor shall make his / her own arrangements for procuring necessary equipments like LED TVs, Speakers, Invertors, wire etc and arrange to fit in the space provided / specified in the buses of TSRTC for carrying out his / her business.
- b) The Contractor shall display infotainment programs for 40 minutes, 17 minutes for commercial advertisements and spare 03 minutes for displaying TSRTC Schemes /slogans/ Ads for every hour of display. The TSRTC schemes/ slogans/ Ads shall be displayed at the cost of the contractor only. TSRTC will prepare and supply content / displaying material to the Contractor and will not pay any amount for displaying these content Schemes/slogans / Ads etc.
34. The Corporation is not accountable for any loss or damage that the contractor may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.
35. Due to administrative reasons or for passengers' convenience, if the timings of the particular service(s) changed, the Contractor has no right to insist for operation of particular service on existing timings.
- The contractor has no right to claim for loss of business/ investment proportionate to cancellation of a particular service(s).
36. The Contractor shall have to take immediate action to repair / replace the damaged LED panels if any during the subsistence of the contract.
- If any TV/ panel installed by the Contractor in buses is / are found not working for a continuous period of 15 days, concerned Depot Manager / the Regional Manager can issue a notice to the Contractor to repair / replace the damaged TV within 30 days from the date of receipt of such notice. If the Contractor fails to comply with the notice issued, penalty @ Rs 100/- per bus per month on each occasion will be imposed on the Contractor.
37. The Contractor shall remove and take away the installed LED TVs and related equipment (s) in the buses within one month from the date of expiry of the period of license without any damage to the buses.
- In case, the Contractor fails to remove LED TVs /any material, within one month from the date of completion of contract period, the Depot Manager / Regional Manager concerned shall have the right to remove such material and to dispose off the same in any manner as deemed fit

Signature of the tenderer.

and proper. The contractor shall reimburse the costs involved in removing such advertisement equipment. The corporation shall also have the right to invoke Bank guarantee and to adjust the realized amount towards the removal charges, in case Corporation has removed such material.

38. The Contractor shall not appoint other firms/ agencies/ individuals as sub-Contractors to carry out the business of display of advertisements through LED TVs in the Buses.
39. 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 recovered out of the deposits/bank guarantees of the contractor. The Contractor shall not have right to invoke this clause until he carries out business for a minimum period of two years.
40. The Corporation shall not be accountable for any loss or damage or theft of equipment/accessories etc. installed in the Buses by the Contractor by way of accident or by what so ever reason it might be.
41. If the Contractor is found displaying advertisements unauthorisedly, the Chief Traffic Manager / Regional Manager concerned is empowered to impose a penalty, upto a maximum of Rs. 1000/- on each occasion, besides taking other action as he thinks fit and proper.
42. If the Contractor commits any breach of Terms and conditions of the agreement a notice will be served to the Contractor by Chief Commercial Manager to rectify / attend the discrepancy (ies) / lapses. If the Contractor fails to comply to the notice served within 15 days from the date of receipt contract will be terminated without any further notice.
43. The Contractor shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through LED TVs in buses. The persons engaged by the contractor shall not have any right or claim whatsoever, for employment in TSRTC at a future date.
44. The 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., Minimum wages as prescribed by the Govt., of Telangana 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 it.

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

45. The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person / workmen engaged by the Contractor in connection with display of advertisements through LED TVs or in case of death or injury caused to any person/ public during the course of carrying out his business. The Contractor is liable to bear all expenses and for payment of compensation in such cases.

Signature of the tenderer.

The 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.

46. In case the advertisements are not played / displayed due to bus (es) breakdown/ bundhs/ war/ fire / agitations/ strikes or for any 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 contractor.
47. The 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 Contractor has employed/associated/included such person in carrying out the business, the Corporation shall have the right to terminate the contract.

48. 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 shall not be allowed to change the name of the firm/company or to transfer the contract.
49. 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 or its Officers, employees - successor - assignee for rejection of his/her tender.

The Managing Director of TSRTC reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The 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.

50. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract besides forfeiture of deposits.
51. 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.
52. If any dispute arises between the Contractor and the Telangana State Road Transport Corporation, the Courts only in Hyderabad and Secunderabad shall have jurisdiction.

C T M(M&C) & DIR(CP)

Signature of the tenderer.

TELANGANA STATE ROAD TRANSPORT CORPORATION

Affix latest
pass port
size photo
with Self
Attestation

To

The C T M(M&C) & DIR(CP),
T.S.R.T.C, Bus Bhavan,
Mushirabad,
Hyderabad-624,
Telangana.

Sir,

Sub: **e-tenders**: Submission of Tender for evaluation of the offer submitted for appointment of Region wise contractor for installation of LED TVs in Super luxury, Deluxe and Express Buses of TSRTC with Ad rights through the LED TVs for a period of 5 years – Reg.

Ref: e-tender Notification No.C2/9(TV)/2017-OPD(M&C), dt:09.05.17.

I hereby submit Tender appointment of Region wise contractor for installation of LED TVs with Ad rights in Super luxury, Deluxe and Express Buses of TSRTC for a period of 5 years, after carefully going through the Terms and Conditions and other rules stipulated by the Corporation, which are made available to me, along with the Tender Form.

I also abide by the above terms and conditions of the tender schedule and participating in the tenders.

Encl: Tender form

Place:

Yours Sincerely,

Date:

(SIGNATURE OF THE TENDERER)

Address:

Technical bid cum application form

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

To
The C T M(M&C) & DIR(CP),
T.S.R.T.C, Bus Bhavan,
Mushirabad,
Hyderabad-624,
Telangana.

Sir,

Sub:-Submission of Technical Bid cum Application form for evaluation of the
eligibility of the tender submitted – Reg.

- 1) Name of the Tenderer :
(Full name in capital letters)
- 2) Status (Individual/Partnership :
Firm/Company/Others)
- 3) Address for correspondence :

Telephone No.
- 4) Permanent residential :
address

Telephone No.
- 5) Email/Website address :
- 6) PAN No:
(Copy to be enclosed)
TAN No:
(Proof to be enclosed)
- 7) Tender document fee :
 - a) Demand Draft No. & Date :
 - b) Amount in Rs. : 1145/-
 - c) Bank particulars :
(Cheques will not be accepted)

- 8) Earnest Money Deposit :
amount particulars
- a) Demand Draft No. & Date :1) 2) 3)
b) Amount in Rs. : Two Lakhs Per each Region
c) Bank particulars :
(Cheque will not be accepted)

- 9) Annual turnover for the
Last two consecutive financial years 2015-16 : Rs _____ Lakhs
2016-17 : Rs _____ Lakhs

(Proof to be enclosed as prescribed)

- 10) Experience of the Tenderer : _____ years
in number of years in the
outdoor advertising field,
**(Proof of experience to be
enclosed as prescribed).**

- 11) Net Worth of the firm/company : Rs _____ Lakhs

- 12) I/We hereby submit the certified copies of Income Tax returns filed for the last two years as Income Tax proof.

- 13) I/We have perused the terms and conditions of the tender for appointment of contractor and hereby agree to abide by the said conditions.

- 14) 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.

- 15) I/We hereby agree to pay all Taxes wherever applicable to the concerned authorities and reimburse the amount to TSRTC in case TSRTC is required to pay the same or paid.

- 16) I/We confirm my/our acceptance to the Terms and Conditions stipulated by TSRTC after having read and fully understood them. 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.

Place:

Date:

(SIGNATURE OF THE TENDERER)
along with seal

Address:

ANNEXURE-III

The approximate number of RTC buses (including Hire) in each region as on 31.03.2017.

S.No	Region	Super Luxury	Deluxe	Express	Total
1	MBNR	25	25	245	295
2	NLG	18	80	177	275
3	MDK	17	18	184	219
4	RR	96	26	192	314
5	KRMR	60	22	228	310
6	NZB	33	33	199	265
7	ADB	60	24	135	219
8	KMM	51	47	219	317
9	WL	41	53	233	327
TOTAL		401	328	1812	2541

