

e -TENDER NOTIFICATION NO:C2/10(17)/2019-OPD(M&C), DT:05.03.2020

TENDER ID: 167241



TELANGANA STATE ROAD TRANSPORT CORPORATION

e- Tender document for appointment of Advertising contractor for display of ads on Passenger Seat Backs of buses of Secunderabad region of Corporation

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

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

CHECKLIST OF DOCUMENTS

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

SIGNATURE OF THE TENDERER

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 TSRTC, 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 TSRTC 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/its 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. TSRTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TSRTC, 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 anyway in this Tender Stage.

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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.C2/10(17)/2019-OPD(M&C), Dt: 05.03.2020
4.	Tender Subject	Appointment of Advertising Contractor for display of Ads on Passenger Seats back of Secunderabad Region of Corporation
5.	Period Of Contract	FIVE years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs 2,00,000/- (Two lakhs). Bidders should submit their EMD by way of Demand Draft drawn on any Nationalized / Scheduled bank payable at Hyderabad in favor of FA&CAO, TSRTC. For details of EMD amount, please refer tender document. *Note: The tenderer shall not make the payment through e-portal but shall submit a scan copy of the EMD while submitting the tender document online. After online submission of tender , the tenderer shall physically submit the EMD by way of Demand Draft only payable to TSRTC on the specified date as per tender document.
9.	Tender document Process Fee	Rs 5900/-
10.	Tender document Process Fee Payable To	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	Bid submission starting date and time	05.03.2020 at 11.00am
12.	Bid submission closing date and time	18.03.2020 at 05.00pm
13.	Hard copies submission closing date and time	19.03.2020 from 11.00 am to 02.00pm
14.	Submission of separate DDs towards EMD	Scanned copy should be uploaded while bidding and hard copy should be submitted well before the stipulated time mentioned in the tender document
15.	Technical Bids Opening Date	19.03.2020 at 04.00pm
16.	Commercial Bids Opening Date and Time	23.03.2020 at 12.00 pm
17.	Place Of Tender Opening	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad.
18.	Officer Inviting Bids	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. dyctmmnc@tsrtc.telangana.gov.in
21.	Contact	9959225400 Fax:040-27616078

	Details:Telephone, Fax	
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on eProcurement platform at www.tender.telangana.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place www.tender.telangana.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement 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.</p> <p>1. Registration with eProcurement platform: For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited, or https://tender.telangana.gov.in.</p> <p>2. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the eProcurement platform</p> <p>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 before opening of the bids. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority before opening of bids 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.</p> <p>The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.</p> <p>4. Payment Of Transaction Fee: It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to 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</p>

		<p>Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A GST of 18% + Bank Charges on the transaction amount payable shall be applicable.</p> <p>5. Tender Document: 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 eProcurement platform. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p>6. Bid Submission Acknowledgement: 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 eProcurement 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 and M/s TSTS are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

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HOW TO APPLY

- Click at www.tender.telangana.gov.in 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.
- Signed Tender form, terms & conditions, scanned DDs or other relevant documents should upload in a "zip" format.

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

e-Procurement Help Desk
Vupadhi Technologies Limited
1ST Floor, Ramky Grandiose, Sy, No.136/2 & 4,
Gachiwli
Hyderabad-500032
Telangana State, India
Ph: +91-40-39999700/ 701/ 704
E-Mail: contact@vupadhi.com

**Details of e- Tender Notification No.C2/10(17)/2019-OPD(M&C),
Dt.05.03.2020**

- 1.** The tender is for appointment of Advertising Contractor for display of Ads Passenger Seats back of Secunderabad Region of Corporation for a period of **Five years**.
- 2.** Technical details of no. of buses and types of buses are mentioned at Annexure-I
- 3.** Online Bids in two bid system (Technical and Commercial) through e procurement are invited from reputed and experienced Advertising contractors having minimum experience of **TWO years** in the field of Outdoor Advertisement with minimum average annual turnover of **Rs 40 lakhs** during the last **TWO** consecutive financial years in advertising business.
- 4.** Tender documents can also be down loaded from the web site **www.tsrtc.telangana.gov.in.**
- 5.** Tender document process fee @ **Rs 5900/-** shall be paid in the form of Demand Draft obtained in favor of F A & CAO, TSRTC and the same shall be scanned and uploaded at the time of bid submission through online. The original D shall be enclosed (submitted), at the time of submission of hard copies.
- 6.** Earnest Money Deposit @ **Rs. 2,00,000/-** shall be paid in the form of DD obtained in favour of F A & CAO, TSRTC and the same shall be scanned and uploaded at the time of bid submission through online. The original DD shall be enclosed (submitted), at the time of submission of hard copies.
- 7.** In the event of the date, specified for receipt and opening of tender, being declared as a holiday for TSRTC's office, the due date for submission of hardcopies of the documents, original DD for EMD & tender processing fee and opening of tenders will be the following working day.
- 8.** Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- 9.** TSRTC reserves the right to accept any tender or reject/cancel any tender or all the tenders received in response to this tender notification at any stage without assigning any reasons whatsoever.

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

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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 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.**
4. The tender form must be signed by the Tenderer only (either individual or representing a firm).
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders - for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. 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 an Agent to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agent who defaulted in payment of contract amount equivalent to 6 months and above in the present contract 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/-. Each Tender Form shall be accompanied by a Demand Draft obtained from any Nationalised Bank / Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organisation/SSIs etc. The Demand Draft should be obtained in favour of F A & C A O, TSRTC, MUSHIRABAD, HYDERABAD. EMD in any other form other than Demand draft will not be accepted.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
10. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e. Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.
11. The EMD of the tenderer will be forfeited under the following circumstances.

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- (a) When the EMD is not paid or less 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 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 is rejected as per 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 allotment letter for 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

Eligibility Criteria

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

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

a) **Average Annual Turnover:** The average annual turnover, in outdoor advertisement business, of the tenderer for the last **TWO consecutive financial years** shall be equal to or more than **Rs 40 Lakhs**.

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

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

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

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

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**.

Submission of Tender:

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

14. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he 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 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 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.

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 web site. The Tenderer shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e Procurement web site. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.

20. After online submission of bid, the Hard copy of the documents must be submitted to C T M(M&C)&DIR(CP), TSRTC, Mushirabad, Hyderabad -500 624, between 11.00 AM to 2.00 PM on **19.03.2020** or any Amendments issued thereon. The Tenderer shall submit

(a) Original Demand draft for **Rs 5900/-** towards tender document process fee

(b) Original DD for Rs.2,00,000/- towards the EMD.

(c) Technical Bid cum Application form duly filled and signed as at **Annexure II**.

(d) All supporting documents for eligibility (**i.e. Annual average turnover, Experience, Income tax proof**) as prescribed in the tender document.

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- (e) All the papers of tender document with terms and conditions duly signed by the Tenderer on each page as a token of acceptance of all the terms and conditions.
- (f) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
- (g) Self Attested copy of PAN, TAN card, GST 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

21.

- a) **The amount offered Per bus per month for the Region in the commercial bid shall be for the first year of contract. The amount offered shall be the net amount payable to the Corporation (excluding all payable taxes / charges, etc). The contract amount offered per bus per month will be enhanced by 10% from 2nd year onwards over the contract amount payable in the previous year of contract.**
- b) The Commercial Bid must be unconditional. Conditional offers will be summarily rejected. The Commercial Bid shall be quoted by the Tenderer entirely in Indian Rupees.

Opening and Evaluation of Technical Bid:

22. The Tenders will be evaluated online in the Corporate Office, TSRTC, Mushirabad, Hyderabad, at 3.00 P.M., on **19.03.2020** for technical evaluation and Price bids (Commercial bids) will be evaluated online on **23.03.2020**, at 03.00PM.

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.

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

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

Evaluation of Commercial Bid.

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

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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 tenderers representative or his/her agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Amendment of Tender Document:

27. At any time prior to the deadline for submission of proposals, TSRTC 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.tender.telangana.gov.in or www.tsrtc.telangana.gov.in.

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

Allotment of contract

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

Termination of tender process

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

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

SIGNATURE OF THE TENDERER

GENERAL AGREEMENT CONDITIONS OF THE CONTRACT

1. The tender is for appointment of Advertising Contractor for display of Ads on passenger seat backs of Pallevelugu, City Ordinary, City Suburban, Mofussil, Metro Express, Metro Deluxe (including CNG, Innurm & Hire) buses of Secunderabad region for a period of five years.
2. The details of approximate no. of buses held are shown at **Annexure-I**
3. The tenderers are advised to inspect or arrange to inspect the Buses physically either on road or at Bus depots to have clear idea before submission of 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.

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 security deposit i.e., amount equivalent to six highest monthly installments of the contract amount within 15 days from the date of issue of allotment letter of the contract.

The Security deposit shall be paid to the Chief Traffic Manager (M&C) & Director (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 F A & CAO, T.S.R.T.C., Musheerabad, HYD, payable at Hyderabad.

The security deposit will not carry any interest and will be refunded to the Contractor after one month from the date of completion of contract period, after adjusting the dues, if any payable by the Advertising Contractor to the Corporation.

The security deposit will not be adjusted towards monthly installments payable by the advertising Contractor.

In case of termination of contract due to breach of terms and conditions of contract / agreement, 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 1st year contract within 15 days from the date of issue of allotment letter of the contract. **The Bank guarantee shall have validity for 12 months.**

The Bank guarantee shall be furnished in addition to security deposit. **The Bank guarantee will be returned after completion of 12 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 of the contract.

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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. LICENCE PERIOD: The license period of the contract will commence from the 16th day from the date of issue of allotment letter for appointment of the advertising contractor and remains unaltered.

10. The contractor will not be permitted to display ads on the passenger seat backs of 10% of the buses reserved to the corporation out of the total fleet held and also in the 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.

11. The advertising contractor shall display advertisements only on the space earmarked on Passenger Seats back of buses as given here under:

- | | |
|---|--|
| 1. Type of material to be Used for displaying Ads | Light weight scratch proof acrylic sheet to be used for fixing directly on the seat back and surface should be coated with non writable material to normal ink pens and scratches. |
|---|--|

There is no need to use plywood backing to the acrylic sheet.

It is the responsibility of the Advertising contractor to replace the advertisement displayed on the seat back, in case it is damaged / removed by the public etc., to maintain and upkeep the interior look.

- | | |
|----------------------|--|
| 2. Colors to be used | Only selected colors that gives added decorum and pleasantness to the aesthetic outlook of the interior shall be used. |
| 3. Painting | There should not be any direct Painting on the back side of Passenger seats. |

Frames have to be designed in such a way to be fitted without any damages to the seats or back of the seats.

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

13. The successful tenderer is not permitted to utilize no other space (inside / outside of buses) for display of ads other than passenger seats back.

14. The advertising contractor is responsible for the damages caused to the seats, if any and shall be responsible for undertaking the repairs and bear the cost of repairs.

15. Corporation has the right to deface or remove the scratches or writings noticed directly on the back side of seats, if any and the Advertisement contractor has to reimburse the cost involved in defacing or removing the scratches etc.

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16. The contractor shall make arrangements to provide the requisite infrastructural facilities for display of advertisements, at their own cost. The contractor shall also fix and remove the advertisements at their own cost.

17. i) The contractor shall be governed by all the Statutory provisions prescribed by the State / Central / Local Laws and **shall have to obtain relevant certificate or permission or licence as may be necessary or required from the concerned authorities** of Central Government / State Government / Local body **for display of advertisements.**

ii) The advertising contractor shall comply with all the Rules and Procedures obtaining in the local / within the territorial limits, in which the business is carried on and **shall pay all the Taxes, Advt. fees or other sums payable to the local or any authorities** for the purpose of carrying out the business of display of advertisements and there shall be no dues payable to any authority.

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

The amount as agreed to be paid to the corporation for each month every year shall be paid **in advance** on or before 10th day of the month to the concerned AO / Dy CAO of ----- Region through demand draft obtained in favour of concerned AO / Dy CAO.

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

In the event of delay in payment of monthly 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 adjusting the realized amount /security deposit amount of the advertising Contractor.

19. The Advertising Contractor shall have to pay the contract amount as agreed to be paid to the corporation, irrespective of display of advertisements.

20. The Contractor shall pay GST to the corporation as per the Rules in force and at the rate as fixed by the Government from time to time on the contract amount payable to the corporation, in addition to payment of contract amount as agreed to be paid to the Corporation.

21. 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.

22. The Contractor shall be responsible to receive Ad-content, and take care of logistics for displaying Ads on the seats back at the allotted locations.

23. 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:

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- 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 security deposit amount towards due amounts payable to the corporation
- d. to deface / remove advertisements displayed.
- e. to terminate the contract.

In case contract is terminated due to default in payment, corporation shall have the right to (i) 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, (ii) confiscate such properties of the contractor and to dispose them off either by auction or sale, as it may think fit and proper, treating it as unclaimed / lost property. Corporation will also have option to lease advertisement rights over the erected structures to other contractors.

24. The advertising contractor shall carryout their business of display of advertisements 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.

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

25. The advertising contractor shall bring all equipments and materials just before fixing / displaying Advertisements, at his/her 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.

26. Corporation reserves the right to appoint other contractors for display of advertisements on any other portion of the bus inside / outside the buses, through any mode of advertisement, except on the portion specified and allotted to the Advt. Contractor under the present contract.

27. The advertising contractor shall fix the advertisement on passenger seats back of the 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.

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

29. The advertising contractor:

- a. shall not accept any advertisements for display beyond the date of expiry of the agreement;

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b. shall not resort to display of advertisements beyond the space specified for display of advertisements.

30. 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 / she may suffer on account of such rejection or restriction.

31. The advertising contractor shall submit the advertisement to the concerned unit Officer specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

The Unit officer 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.

No advertisement shall be displayed without prior approval of the Unit Officer concerned.

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

32. 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.

33. The corporation authorities will allow the advertising contractor or any person authorized by the advertising contractor to enter into the premises to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.

34. The advertising contractor is liable for the damages caused to the Buses / Seats / 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 the advertisements.

35. 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.

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

37. 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.

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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 Regions 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.

38. In case any bus/buses on 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.

39. TSRTC promotion schemes (like CAT cards / Vihaari tickets etc.) shall be displayed free by the advertising contractor on back side of four passenger seats in a bus (Two seaters each.2) during the course of display of commercial Ads by the contractor. The design of the advertisement will be provided by TSRTC.

40. The Corporation reserves the right to display ads on Passenger Seats back of 10% of buses reserved to the Corporation held in each Depot of the Region and the advertising contractor shall not have any objection or claim on that context. The corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements etc.

41. The contractor shall display ads on passenger seat backs of buses duly removing / defacing the existing ads, if any.

The contractor is responsible to remove/ deface advertisements from the seat backs of 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 /Chief Traffic Manager (M&C) & Director (CP).

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

42. If the Advertising contractor is found displaying advertisements unauthorisedly or commits any breach of Terms and conditions of the agreement, the unit Officer concerned can issue notice to the contractor to rectify the same within a specific period and if the contractor fails to do so, the Unit Officer 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.

43. 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 in the Bus stations or for any reason or for any other cause.

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44. 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.

45. 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.

46. If there are any changes in the Advertisement Policies of the Govt. / Local body etc. during the subsisting period of contract, the Advt. contractor has to abide by the changes so made, at his/her own cost, including shifting of the Boards erected to an alternate site shown by the corporation. Corporation will not bear the cost of damage / loss etc., if any caused to the Advt. contractor due to the affect of these changes.

47. 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.

48. 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 erection of boards / display of advertisements. The advertising contractor is liable to bear all expenses and for payment of compensation in such cases.

49. The corporation is not liable for any reimbursement of loss caused to the contractor or remission of contract amount, on account of Bundhs / Agitations / Strikes / Fire / Floods / War / Natural calamities or for any other internal or external reason. The contractor shall have no right to claim any compensation or reimbursement of loss etc.

50. In case the erected structures collapse due to forcible winds etc., and causes damage to any property / persons, the Advt. contractor has to bear the cost of damages and claims arising out of injuries / death of any persons etc.

51. 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.

52. The contract can be terminated by giving three months advance notice on either side.

But the contractor has to carry out the business for a minimum period of one year as per the Clause 24. If the contractor seeks premature termination, immediately on completion of one year, he/she has to intimate (in writing) his / her intention to terminate the contract at the beginning of the fourth quarter (i.e. soon after completion of 9 months period) from the date of commencement of the contract, in the form of 3 months advance notice.

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

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

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In case of any violation / breach of terms and conditions of the contract, corporation reserves the right to terminate the contract with one Month advance notice besides forfeiture of security deposit and bank guarantee amount.

53. In case of breach of terms and conditions of the contract, Corporation shall have right to terminate the contract with one Month advance notice, besides forfeiture of Security deposit/ Bank Guarantees amount. The contractor will not have any right to claim reimbursement / refund of expenditure incurred in erection of hoardings / backlit boards and for loss of his business on account of such premature termination.

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

55. 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.

56. 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.

57. 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 or transfer the name.

58. 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 their cost.

59. 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.

60. 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.

61. If any dispute arises between the Advertising contractor and the Telangana State Road Transport Corporation, the Courts at Hyderabad and Secunderabad shall have jurisdiction.

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

SIGNATURE OF THE TENDERER

ANNEXURE – I

The details of approximate number of buses (Type wise, including Hire) available in SEC'BAD Region as on 31.01.2020 are given below:

TYPE	NO.OF BUSES
Pallevelugu	0
City Ordinary	495
City Suburban	262
Mofussil	74
Metro Exp.	370
Metro Deluxe	35
TOTAL BUSES	1236

APPLICATION FORM

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

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

Sir,

Sub:-Submission of Application form for evaluation of the eligibility of the tender submitted for appointment of contractors for display of Ads display of Advertisements on passenger seat backs of buses of Secunderabad Region for a period of Five years – Reg.

1) Name of the Tenderer (In capital letters):

2) Status (Individual/Partnership :
Firm/Company/Others) with
details and proof thereof

3) Address for correspondence :

4) Telephone No. :
Permanent residential address :

Telephone No. :

5) Email/Website address :

6) PAN No :
(Copy to be enclosed)

7) TAN No :
(Copy to be enclosed)

8) GST No :
(Copy to be enclosed)

9) Tender document fee :

- a. Demand Draft No. & Date :
- b. Amount in Rs. : **Rs 5900/-**
- c. Bank particulars
(Cheques will not be accepted)
- d. Regions participated with names:

10) Earnest Money Deposit particulars :

- a. Demand Draft No. & Date
- b. Amount in Rs. : 2,00,000/-
- c. Bank particulars :
(Cheques will not be accepted)

d. Regions participated with names:

- 11) Average Annual turnover in outdoor advertisement business for the last two consecutive financial years (in Lakhs) (Proof to be enclosed as prescribed)**

Description	Past two consecutive financial years	
Year		
Total turnover in lakhs	Rs.	
Average Annual Turnover in lakhs	Rs.	

- 12) Experience of the Tenderer : _____ years in number of years in the outdoor advertising field, **(Proof of experience to be enclosed as prescribed).**
- 13) I/We hereby submit the certified copies of Income Tax returns filed for the last two consecutive financial years as Income Tax proof.
- 14) I/we hereby agree to be appointed as Advertising contractor for display of Ads on passenger seat backs of Pallevelugu, City Ordinary, City Suburban, Mofussil, Metro Express, Metro Deluxe (including CNG, Jnnurm & Hire) buses of Secunderabad region for a period of Five years
- 15) I/We have perused the terms and conditions of the tender for appointment of Advertising contractor and hereby agree to abide by the said conditions.
- 16) I/We understand and hereby accept that Corporation will evaluate our bid on the basis of highest amount offered per Month for Region during the first year of contract and our Commercial Bid shall be binding upon us subject to the modification resulting from contract negotiations, made by TSRTC at its discretion.
- Note: The amount offered Per bus per month for the Region in the commercial bid shall be for the first year of contract. The amount offered shall be the net amount payable to the Corporation (excluding all payable taxes / charges, etc). The contract amount offered per bus per month will be enhanced by 10% from 2nd year onwards over the contract amount payable in the previous year of contract.**
- 17) 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.
- 18) 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.
- 19) 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