

**e-procurement tender notification NO:C2/10(10)/2019-OPD(M&C),
DT: 11.06.2019**



TELANGANA STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPOINTMENT OF ADVERTISING
CONTRACTOR FOR DISPLAY OF ADS THROUGH BIG LED SCREENS &
SMALL LED TVs IN THE JUBILEE BUS STATION OF RANGAREDDY
REGION FOR A PERIOD OF FIVE YEARS.**

TENDER ID:125108

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

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

DISCLAIMER

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

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

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

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

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

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

Signature of the tenderer.

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(10)/2019-OPD(M&C) dated 11.06.19
4.	Tender Subject	Appointment of advertising contractor for display of ads through Big LED Screens and Small LED TVs in the Jubilee Bus station of Rangareddy Region
5.	Period Of Contract	Five years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Two Bid
8.	EMD	EMD OF Rs.3,00,000/- (THREE LAKH). BIDDERS SHOULD SUBMIT THEIR EMD BY WAY OF DEMAND DRAFT DRAWN ON ANY NATIONALIZED / SCHEDULED BANK PAYABLE AT HYDERABAD IN FAVOUR FA&CAO, TSRTC. Note: The tenderer shall not make the EMD payment through e-portal, instead shall obtain a DD in favour of TSRTC as specified. A scanned copy of the EMD shall be submitted, while the tender is submitted online. After the online submission of the tender, the tenderer shall physically submit the EMD by way of Demand Draft only payable to TSRTC on the date specified as per the tender document.
9	Tender document Process Fee	Rs 5,900/-
10.	T. document Process Fee Payable To	FA&CAO, TSRTC PAYABLE AT HYDERABAD
11.	Bid submission starting date and time	11.06.2019 at 11.00am
12	Bid submission closing date and time	24.06.2019 at 05.00pm
13.	Hard copies submission closing date and time	25.06.2019 at (11.00am 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 OPENING OF THE BIDS
15.	Technical Bids Opening Date	25.06.2019 at 03.00pm
16.	Commercial Bids Opening Date and Time	28.06.2019 at 03.00 pm
17.	Place Of Tender Opening	C T M(M&C) & DIR(CP), OPD(M&C) WING, 2 nd Floor, Bus Bhavan, Mushirabad, Hyderabad.

18.	Officer Inviting Bids	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 Details/Telephone, Fax	9959225400 FAX: 040-27616078
22.	Procedure to Offer Submission	<p>The Bidders shall submit their response through Bid submission to the tender on e-Procurement platform at http://tender.telangana.gov.in by following the procedure given below.</p> <p>The Bidders would be required to register on the e-procurement market place www.tender.telangana.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p> <p>The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the 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. Digital Certificate Authentication:</p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p> <p>2. Registration with e-Procurement platform:</p> <p>For registration and online bid submission, Bidders may contact HELP DESK of M/s. Vupadhi techno services Pvt. Ltd. or https://tender.telangana.gov.in.</p> <p>3. Submission of Hard Copies:</p> <p>After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document 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</p>

		<p>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:</p> <p>It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s. TSTS (Telangana State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A GST of 18% + Bank Charges on the transaction amount payable to TSTS shall be applicable.</p> <p>5. Tender Document:</p> <p>The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement platform/ TSRTC web site. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this</p> <p>6. Bid Submission Acknowledgement:</p> <p>The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS, TSRTC and M/s TSTS are not responsible for incomplete bid submission by users.</p>
23.	General Terms & Conditions	As per Tender Document

HOW TO APPLY

- **Click at <https://tender.telangana.gov.in> to download e-Procurement notification and Tender document**
- **Read the complete document, carefully**
- **Price Bid shall be submitted online only**
- **The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.**

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

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

**Details of e-procurement tender notification no:C2/10(10)/2019-
OPD(M&C), DT.11.06.2019**

- a) The tender is for appointment of Advertising Contractor for display of Advertisements through installation of big LED screens & Small LED TVs in the specified locations in Jubilee Bus Station (JBS) of Rangareddy region of the Corporation for a period of five years.
- b) Technical details viz., Type and Size of the Screen/TVs etc. are mentioned at Annexure-I
- c) Online Bids in two bid system (Technical and Commercial) through e procurement are invited from reputed and experienced Advertising contractors having minimum experience of **TWO years** in the field of Outdoor Advertisement with minimum annual turnover of **Rs 50 Lakh** during the last **TWO consecutive financial years (each year)** in advertising business.
- d) Tender documents can also be down loaded from the web site www.tsrtc.telangana.gov.in.
- e) **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 shall be enclosed (submitted), at the time of submission of hard copies.
- f) **Earnest Money Deposit of Rs 3,00,000/-** shall be paid in the form of DD 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 shall be enclosed (submitted), at the time of submission of hard copies.
- g) 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.
- h) 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.
- i) 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.

Signature of the tenderer

TERMS AND CONDITIONS OF THE TENDER

General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Marketing & Commercial Department/TSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. The Tender must be submitted in the prescribed Tender Form for along with requisite EMD and Tender document process fee.
4. The Tender form must be signed by the Tenderer 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 contractor to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing contractor 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.3 lakh. Tender Form shall be accompanied by a Demand Draft obtained from any Nationalized Bank/Scheduled Bank for the stipulated amount towards EMD. No exemption of EMD is allowed to any Government Organization /SSIs etc. The Demand Draft should be obtained in favour of FA & CAO, TSRTC, MUSHIRABAD, HYDERABAD. EMD in any other form other than Demand draft will not be accepted.

Signature of the tenderer

The tenderer shall also submit DD for an amount of Rs.5900/- towards Tender document Process fee.

The Demand Drafts for EMD and Tender Document process fee shall be scanned and uploaded online.

9. 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.

10. The EMD of the tenderer will be forfeited under the following circumstances.
 - (a) When the EMD is not paid or less paid than what is stipulated in the tender.
 - (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
 - (c) When Tender form with pre-conditions or additional conditions is submitted.
 - (d) When the tender is submitted in an unconcerned tender form.
 - (e) When the tender is submitted for the business other than that notified in the tender Notification.
 - (f) When the tender form is submitted by a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
 - (g) When the Tender form is submitted by the person as stated vide clause 7 above.
 - (h) When the tender form is rejected as per the clause 6 as stated above.
 - (i) When the Tenderer desires withdraw his/ her tender, after submission of the same
 - (j) 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.
 - (k) When the successful tenderer backs out from taking up of the contract within the stipulated period, for whatsoever reason.
 - (l) 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.
 - (m) Non enclosure of requisite documents.

Signature of the tenderer.

ELIGIBILITY CRITERIA:

11. Only those tenderers who possess the following eligibility criteria shall quote their bids through online. Tenderers shall upload/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 and shall fulfill the following criteria:

- a) **Average Annual Turnover:** *The average annual turnover, in outdoor advertisement business, of the tenderer for the latest two consecutive financial years shall be equal to or more than Rs 50 lakhs.*

Proof of which shall be submitted by way of Audited Profit & Loss Account and Balance Sheet certified by authorized Chartered Accountant and Auditor's Certificate.

- 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 should have completed 2 yrs of experience as on the date of submission of tender.

The tenderer shall upload/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/ work orders.

- c) **Income tax:** *The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns filed for the latest two consecutive years.*

Submission of Tender:

12. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
13. If the tenderer finds discrepancies in tender document and its conditions or if he/she is in doubt as to their meaning, he/she should at once intimate and obtain clarification prior to submission of the tender.
14. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.
15. If the tender is submitted on behalf of 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.

Signature of the tenderer

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

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

17. After online submission of bid, the Hard copy of the documents must be submitted to the C T M(M&C) &DIR(CP), TSRTC, Mushirabad, Hyderabad – 500 624, between 11.00 a.m to 02.00 pm on 25.06.2019 or any Amendments issued thereon. The Tenderer shall submit:
- (a) Original Demand draft for **Rs 5900/-** towards tender document process fee.
 - (b) *Original Demand draft of Rs. 3,00,000/- towards EMD .*
 - (c) Application form duly filled and signed as indicated at **Annexur-I**.
 - (d) *All supporting documents for eligibility (i.e. Annual average turnover, Experience, Income tax proof, TAN and PAN as prescribed in the tender document.*
 - (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

18. **(a) The amount offered Per Big LED Screen and per Small LED TV per Month 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 SCREEN per Month/ Per TV per Month will be enhanced by 10% from 2nd year onwards over the contract amount payable in the previous year of contract.**

The quote shall be per month per screen/ per month per TV only. In the e-tender website, the item name for submission of Quote will be displayed as follows:

- 1. JBS Small LED TV per month**
- 2. JBS BIG Screen per month**

The tenderer has to quote for above two items separately & invariably. If any item is omitted, the quote for the Jubilee Bus station will not be accepted and summarily will be rejected.

Signature of the tenderer

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

Opening and Evaluation of Tenders:

20. The e-Tenders will be evaluated online in the Corporate Office, TSRTC, MSRDC, HYD, at 03.00 P.M., on 25.06.2019 for technical evaluation and price bids (Commercial bids) will be evaluated online 03.00 pm on 28.06.2019.
21. 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 hard copies and opening of tenders will be the following working day.
22. 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.

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.

- a. **The number of Big LED Screens and Small LED TVs offered for the Jubilee Bus station are at Annexure-I. The tenderer shall quote online the license fee offered per Big LED Screen per month and also for Small LED TV the quote shall be per month only.**
- b. **The Tender will be evaluated mainly basing on the highest License fee arrived per month for the Jubilee Bus station (Total license fee of all the Big LED Screens + Total license fee of all the Small LED TVs = Total license fee for the Jubilee Bus station), for the first year of contract.**

Signature of the tenderer

- c. The tender will be awarded to the tenderer whose offer is the highest for the Jubilee Bus station, after negotiations and recommendations made by Tender Committee constituted for this purpose.
- d. The tenderer shall invariably quote for both Big LED Screen and Small LED TVs. In case the tenderer fails to quote any of the both for both Big LED Screen and Small LED TVs, the tender will be summarily rejected.
- e. The tenderer shall pay license fee to the Corporation for all the Big LED Screens and Small LED TVs, irrespective of installation/display of Ads.
- f. The amount offered Per Big LED Screen/ Small LED TV per Month for the Jubilee Bus station 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 will be enhanced by @ 10% during the 2nd, 3rd, 4th, and 5th year of contract (over the then existing contract amount of 1st, 2nd, 3rd and 4th year of contract respectively).

Illustration for Evaluation:

Rgn.	Total no.of Big LED Screens	Amount offered per Big LED Screen per month (Rs)	Total amount for Big LED Screens per month (Rs)	Total no.of Small LED TVs	Amount offered per Small LED TV per month (Rs)	Total amount for Small LED TVs per month (Rs)	Total amount offered for Region per month (Rs)	REMARKS
(a)	(b)	(c)	(d) = (b)*(c)	(e)	(f)	(g) = (e)*(f)	(h) = (d)+(g)	(i)
TENDERER-1	04	40000	160000	10	4000	40000	200000	TENDERER -1 WILL BE EVALUATED AS HIGHEST BIDDER AS TOTAL AMOUNT OFFERED FOR JBS BEING HIGHEST
TENDERER-2	04	20000	80000	10	2000	20000	100000	

Tender Evaluation Committee

23.The Tender Evaluation Committee constituted by the Corporation shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Tenders shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Signature of the tenderer

24. 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:

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

Any Addendum issued by the Corporation will reflect in the www.tender.telangana.gov.in / 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

26. The contract will be allotted to the highest tenderer, after negotiations and recommendations made by the Tender Committee. 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

27. The Corporation 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 AGREEMENT CONDITIONS OF THE CONTRACT

1. The Contract is for display of advertisements through installation of Big LED Screens and Small LED TVs in the Jubilee Bus station (JBS) of Rangereddy Region by the successful tenderer for a period of five years.
2. Technical details viz., Screen/TV size and Type of the Screen/TV, etc. are mentioned at Annexure-I.
3. **The tenderers** are advised to inspect or arrange to inspect the Bus station (locations) physically to have clear idea before submission of tender.
4. The successful tenderer shall procure the necessary software & hardware and other material for installation of Big LED Screens and Small LED TVs. The size of the Big LED Screens and small LED TVs to be installed are at Annexure-I.
5. The successful tenderer shall have to pay the Security Deposit amount and furnish the Bank Guarantee within 15 days from the date of issue of allotment letter for the contract.

The successful tenderer shall enter into an agreement duly paying applicable **stamp duty** with Regional Manager within 15 days from the date of issue of allotment letter for the contract.

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 /Bank Guarantee amount paid shall be liable for forfeiture.

SECURITY DEPOSIT:

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

The Security deposit shall be paid to the C T M(M&C) &DIR(CP), T.S.R.T.C., Musheerabad, HYD., through Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Telangana in favour of FA & CAO, T.S.R.T.C., Musheerabad, HYD, payable at Hyderabad.

The security deposit 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, 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.

Signature of the tenderer

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

AGREEMENT:

8. The successful tenderer shall enter into an agreement with the Corporation duly paying applicable stamp duty within 15 days from the date of issue of allotment letter for the contract.

PAYMENT OF CONTRACT AMOUNT:

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

- a) The amount payable for each month shall be paid **in advance** on or before 10th day of the month to the to the Regional Manager, Rangareddy Region through demand draft obtained in favour of Dy.CAO, ----- Region, payable at Hyderabad.
- b) The Advertising Contractor shall pay the contract amount to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.
- c) The Contractor shall pay license fee to the Corporation without deducting TDS and any other taxes, as TSRTC is exempted from TDS.
- d) In the event of delay in payment of monthly installment the Advertising Contractor is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the installment amount. This clause shall not prevent the corporation from invoking bank guarantee and forfeiting the security deposit of the advertising Contractor.

10. **The Contractor shall pay GST to the Corporation 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.**

Signature of the tenderer

11. If the Advertising contractor fails to pay the monthly installments for three consecutive months, or fails to pay the monthly installment within stipulated period thrice during the course of a calendar year, or commits breach of any conditions of the agreement, the Corporation shall have the right to take any one or all the following actions:
- a) to order to stop display of advertisements.
 - b) to invoke the bank guarantee/part of the bank guarantee and to adjust the amount towards due amounts payable to the Corporation
 - c) to adjust the security deposit towards license fee dues
 - d) to terminate the contract.

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

MINIMUM PERIOD OF BUSINESS:

12. **The Advertising contractor shall carryout the business for a minimum period of one year from the date of commencement of the contract.**

In the event of the Advertising Contractor seeking premature termination of contract within the stipulated one year period, the Advertising contractor is liable to pay the monthly installments for the left over period of one year.

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.

13. The successful tenderer shall install all the stipulated no. of big LED screens and Small LED TVs at the specified locations only, mentioned in the tender document.
14. Corporation reserves the right to appoint other Contractor for display of advertisements through same / other modes, in the premises of the Bus station and the Contractor appointed for display of advertisements through Screens in bus station shall not raise any objection nor shall claim any revenue thereof.
15. Corporation shall have the right to operate the station or not to operate any Bus station depending upon its exigencies. The corporation at its discretion shall have the right to make use of the bus station for any other purpose – other than for the use of passengers / buses. The Advertising Contractor shall not have any right or objection in making use of the bus station for other purposes. If required, the Contractor has to remove the installed Screens in the bus station, at their own cost. The Contractor shall not claim any charges for loss of his business on account of such removal of SCREENS.

Signature of the tenderer

In case of demolition (part or full) of Bus station during the subsisting period of contract, the Corporation shall not be liable for any loss or damage caused to the advertising Contractor. The Contractor is not permitted to display any ads in the open premises which exist after demolition.

16. However, Corporation will reduce license fee proportionately in such cases but subsequently demolished / used for other purposes during the subsistence of the agreement period.
17. The Advertising 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, fees, or other sums payable to the local authorities for the purpose of carrying on the business of display of advertisements through Big LED Screens and Small LED TVs in the bus stations and there shall be no dues payable to any authority.
18. The Advertising contractor shall have to obtain certificate or permission or license as may be necessary or required from the concerned authorities of Central Government/ State Government / Local Body for display of advertisements through Big LED Screens and Small LED TVs .

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.

19. 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, political slogans and election campaigns. Corporation shall have the right to prohibit/reject such advertisements from display and the Advertising contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.

The Advertising contractor shall not display advertisements concerning 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.

20. The Advertising contractor shall not undertake any advertisements for display beyond the date of expiry of the agreement.
21. (a) The Big LED Screens and Small LED TVs should be located nearer/at available electrical points to avoid ugly appearance of cables and other electrical wires etc. A sketch indicating the location of electrical points in the Bus station will be made available to the successful tenderer. The successful tenderer has to erect the LED TVs in Bus station in consultation with electrical wing of CED.

(b) However, the Regional Manager shall have the right to reject or modify the proposal submitted by the Advertising contractor or may reduce the number of TVs in the bus station proposed by the Contractor.

Signature of the tenderer

22. The Advertising contractor shall install Big LED Screens & Small LED TVs at such of the locations as approved and indicated by the Regional Manager and the same may be incorporated in the agreement indicating the locations and LED Big Screens & Small LED TVs installed in Bus station.
23. The Advertising contractor shall bring all equipment and materials required for display of advertisements through Big LED Screens/ small LED TVs, in the Bus station at his own cost.
24. The Advertising contractor shall install the Big LED Screens & Small LED TVs system in the Bus station, at their own cost, including electric wiring, equipment, etc.
25. The Advertising contractor shall have to obtain permission from the TSTRANSCO authorities for all the required electricity connections. The Contractor shall arrange a separate electricity meter to record the consumption of electricity for display of Ads through Big LED Screens and Small LED TVs and pay the charges as calculated by the corporation.
26. The Advertising contractor shall have to pay electricity charges to the respective Unit officers - as decided by the Corporation from time to time and delay in remitting the electricity charges will attract a penalty @ 36% per annum for the period of delay.
27. The Advertising contractor shall submit the advertisement to the Regional Manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.
28. The Regional Manager shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable or against the interests of the Corporation or the general public or not worthy for display.

No advertisement shall be displayed without the prior approval of the Regional Manager.
29. Even, when the advertisement is approved by the Regional Manager, the Corporation shall have the right either to reject the advertisement or to ask for modification, if in its opinion, the advertisement would be detrimental to the policy/interest of the Corporation/ Government/public interest.
30. The Advertising 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 from time to time.
31. The Advertising contractor shall display advertisements through Big LED Screens/ LED TVs system, in the Bus station only during the period (in day or night) as fixed by the Regional Manager from time to time.
32. The Advertising contractor is liable for the damages caused to the Bus station in the course of installation of Big LED Screens and Small LED TVs - during display of advertisements in the Bus station or in the course of removing the equipment / machinery fixtures etc., from the Bus station. The Advertising contractor shall have to repair the damage or remit the cost of damages as assessed by the Corporation, failing which, the cost of damage will be recovered from the security deposit or by invoking the Bank guarantee.

Signature of the tenderer

33. The Advertising contractor shall be responsible to remove the advertisement material from the Bus station, after completion of contract period. In case, the Advertising contractor fails to remove any material from any Bus station, after completion of contract period, the Regional Manger shall have the right to remove such advertisement material and to dispose off the same in any manner as he feels fit and proper. The Advertising contractor shall reimburse the costs involved in removing such advertisement material.

The Corporation shall also have the right to adjust the Security Deposit towards the removal charges, in case Corporation has removed such material.

34. The Corporation reserves the right to utilize 10% time of Big LED Screens/ LED TVs media for display of advertisements relating to the activities of Corporation and the Advertising contractor shall not have any objection nor shall claim any advertisement revenue on that behalf. The Advertising contractor shall display arrival and departure timings of buses on the Big LED Screens/ LED TVs System for information of travelling public at free of cost. The required recorded CD/DVD/Pen drive will be supplied by the corporation.

35. The Corporation is not accountable for any loss or damage that the Advertising contractor may suffer on account of any advertisements displayed or not displayed for any reason or for any other cause.

36. The Advertising contractor shall not appoint other firms/agencies/ individuals as sub- Contractors to carry out the business of display of advertisements through Big LED TVs/ small LED TVs in the Bus station.

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

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

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

In case of breach of terms and conditions of the contract, corporation shall have right to terminate the contract with one Month advance notice, besides of forfeiture of Security deposit/ Bank Guarantees amount.

38. 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 through Big LED Screens/ small LED TVs.

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

40. The Corporation shall not be accountable for any loss or damage or theft of equipment-accessories etc., installed in the Bus station by the advertising Contractor.

Signature of the tenderer

- 41.If the Advertising contractor is found displaying unauthorized advertisements or commits any breach of Terms and conditions of the agreement, the Regional Manager is empowered to impose a penalty, upto a maximum of Rs. 1000/- on each occasion, besides taking other action as the Regional Manager thinks fit and proper.
- 42.The Advertising contractor shall not engage persons below the age of 18 years for the purpose of carrying out his business of display of advertisements through Big LED Screens/ small LED TVs system. The persons engaged by the Advertising contractor shall not have any right or claim whatsoever, for employment in the Corporation at a future date.
- 43.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., Minimum wages as prescribed by the Govt. of Telangana and submit the proof of compliance. The Agent/Agency shall at all times indemnify the Corporation all claims, damages for compensation under the provisions of contract Labour (Regulations & Abolition) Act, 1970.
- 44.The Corporation is not liable to pay compensation in case of death or injury (simple/grievous) caused to any person / workmen engaged by the Advertising contractor in connection with display of advertisements through Big LED Screens/ LED TVs system or in case of death or injury caused to any person/ public during the course of carrying out his business. The Advertising contractor is liable to bear all expenses and for payment of compensation in such cases.
- 45.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.
- 46.In case the advertisements are not displayed due to electricity 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 advertising Contractor.
- 47.The Corporation reserves the right to order the Advertising contractor to remove Big LED Screens and small LED TVs installed in the Bus station during the subsistence period of Agreement depending upon its exigencies. The Advertising contractor shall not have any right or objection for making use of the Bus station for Corporation own use or for other purposes. If required, the Advertising contractor has to remove the Big LED Screens and Small LED TVs installed by him at their own cost. The Advertising contractor shall not claim for loss of business for such action. However, in such case, the license fee payable by the contractor will be reduce proportionately.
- 48.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, if the Contractor does not respond to the notice given by the Corporation to delete such persons.

Signature of the tenderer

49. 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 Agent/Agency shall not be allowed to change the name of the Agency or to transfer the Agency.
50. The Managing Director of the Corporation, reserves the right to accept, reject or modify any or all Tenders without assigning any reasons thereof. The tenderer shall have no cause of action or claim against the Corporation or its Officers, employees - successor - assignee for rejection of his/her tender.
51. The Managing Director of the Corporation reserves the right to modify any condition/conditions of the agreement, and add any other condition/conditions during the contract period. The Agent/ Agency has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the Corporation at his/her/its cost.
52. In case of any violation of the conditions of the contract, the Corporation reserves the right to terminate the contract besides forfeiture of deposits.
53. 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.
54. For any legal disputes, the Courts of Hyderabad and Secunderabad will only have jurisdiction.

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

Signature of the tenderer.

ANNEXURE – I

JBS:

Total no.of locations for fixation of Big LED Screens – **4**

Total no.of locations for fixation of TVs – **10** (Not less than 55" screen size)

OTHER SPECIFICATIONS:

With regard to big LED Screen:

- SCREEN Type: LED
- Screen size: 6 metre x 2 mtr (minimum)
- Brand: Any reputed brand
- Wiring: Concealed wiring



With regard to SMALL LED TV:

- TV Type: SMALL LED
- Screen size: equal to or above 55" (55 inch)
- Brand: Any reputed brand
- Wiring: Concealed wiring

SMALL LED TV



Note: The tenderer is requested to visit the Bus station before participating in the Tender to have clear idea on the space and measurements, etc.

Application form

<p>Affix latest passport size photo with self attestation</p>
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To
The C T M(M&C) &DIR(CP),
T S. R. T. C. Mushirabad,
H Y D E R A B A D.

Sir,

Sub:-Submission of Application form for evaluation of the eligibility of the tender submitted for appointment of contractor for display of Ads through installation of big LED screens & Small LED Tvs in **Jubilee Bus Station (JBS)** of Rangareddy 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 :

Telephone No.
4) Permanent residential address :

Telephone No. :

5) Email/Website address :

6) Tender document fee :

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

7) Earnest Money Deposit particulars :

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

8) 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.	Rs.
Average Annual Turnover in lakhs	Rs.	

- 9) Experience of the Tenderer : _____ years in number of years in the outdoor advertising field, **(Proof of experience to be enclosed as prescribed).**
- j) I/We hereby submit the certified copies of Income Tax returns filed for the last TWO consecutive financial years as Income Tax proof.
- k) I/we hereby agree to be appointed as appointment of contractor for display of Ads through installation of big LED Screens & Small LED TVs in **Jubilee Bus Station (JBS)** of Rangareddy region for a period of Five years
- l) I/We have perused the terms and conditions of the tender for appointment of contractor and hereby agree to abide by the said conditions.
- m) I/We understand and hereby accept that Corporation will evaluate our bid on the basis of highest amount offered per big LED screen & Small LED TV per Month 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 contract amount offered in the 1st year of contract will be enhanced by 10% from the 2nd year onwards over the contract amount payable in the previous year of contract.
- n) 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.
- o) 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.
- p) 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