

TENDER NOTIFICATION NO:C2/10(10)/2019-OPD(M&C), DT:11.06.2019

TENDER ID:125106



TELANGANA STATE ROAD TRANSPORT CORPORATION

**TENDER DOCUMENT FOR APPOINTMENT OF CONTRACTOR TO
PROCURE & DISPLAY OF ADVERTISEMENTS ON THE REVERSE OF THE
TIM (Ticket Issuing Machine) ROLLS OF THE CORPORATION FOR A
PERIOD OF THREE YEARS**

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

**Website: <http://www.tsrtc.telangana.gov.in>
<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 11.06.2019
4.	Tender Subject	Appointment of contractor to procure & display of advertisements on the reverse of TIM Ticket Rolls of the Corporation for a period of three years.
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Single Bid
8.	EMD	<p>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, for further details on EMD, Please refer tender document.</p> <p>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 DD 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.</p>
9	Tender document Process Fee	Rs 5,900/-
10.	Tender 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 02.00pm
14.	Submission of separate DDs towards EMD	SCANNED COPY SHOULD BE UPLOADED WHILE BIDDING AND HARD COPY SHOULD BE SUBMITTED AS SPECIFIED IN THE TENDER DOCUMENT
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. Registration with e-Procurement platform:</p> <p>For registration and online bid submission, Bidders may contact HELP DESK of M/s. Vupadhi technologies or https://tender.telangana.gov.in</p> <p>2. Digital Certificate Authentication:</p> <p>The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement platform</p>

3. Submission of Hard Copies:

After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process fee to the Tender Inviting Authority and other uploaded documents on the date specified in the tender document. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority on the specified date either personally or through courier or by post and submission of the same within the stipulated time shall be the responsibility of Bidders. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bids will be rejected and the EMD will be forfeited.

The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.

4. Payment Of Transaction Fee:

It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable Transaction fee to M/s. TSTS (Telangana State Technological Services), the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any Bank and Direct Debit Facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance of G.O. Ms. 13 dated 07.05.2006. A GST of 18% + Bank Charges on the transaction amount payable to TSTS shall be applicable.

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 e-Procurement platform/TSRTC web site. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this

		<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 Grandnix, 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.11.06.19**

- a) The tender is for appointment of contractor to procure & display advertisements on the reverse of TIM Ticket Rolls of the Corporation for a period of three years.
- b) Online bids in single bid system are invited from the tenderers.
- c) Tender documents can also be down loaded from the web site www.tsrtc.telangana.gov.in.
- d) 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.
- e) Earnest Money Deposit for an amount of Rs 3,00,000/- (Rupees Three lakh only) in the form of Demand Draft obtained in favour of FA&CAO, TSRTC from any nationalized bank to be scanned and uploaded online.
- f) 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
- g) Before submission of the tender though online, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- h) Corporation reserves the right to **accept any tender or reject/cancel any tender or all the tenders** received in response to this tender notification at any stage without assigning any reasons whatsoever.

TERMS AND CONDITIONS OF THE TENDER

General

1. All the tenderers who have downloaded the Tender Document are requested to get in touch with Marketing & Commercial Department/TSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all the information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. **The Tender must be submitted in the prescribed Tender Form along with requisite EMD and Tender document 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

8. The EMD is Rs.3 lakh. Each 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.
9. The tenderer shall also submit DD for an amount of Rs.5900/- towards Tender document Process fee.

Signature of the tenderer

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

10. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e., Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.
11. The EMD of the tenderer will be forfeited under the following circumstances.
 - (a) When the EMD is not paid or less paid than what is stipulated in the tender.
 - (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
 - (c) When Tender form with pre-conditions or additional conditions is submitted.
 - (d) When the tender is submitted in an unconcerned tender form.
 - (e) When the tender is submitted for the business other than that notified in the tender Notification.
 - (f) When the tender form is submitted by a minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
 - (g) When the Tender form is submitted by the person as stated vide clause 7 above.
 - (h) When the tender form is rejected as per the 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.
12. **Only those tenderers who has the average annual turnover of Rs 40 lakhs & more, during the latest two consecutive financial years in any business shall quote their bids through online. Tenderers shall upload/submit documentary proof of the turnover (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) along with copy of GST Registration. Tenders who are not meeting the eligibility criteria will be summarily rejected.**

Signature of the tenderer.

Submission of Tender:

13. Before submission of the tender, tenderers are required to make themselves fully conversant with the terms and conditions, so that no ambiguity arises at a later date in this respect.
14. If the tenderer finds discrepancies in tender document and its conditions or if he/she is in doubt as to their meaning, he/she should at once intimate and obtain clarification prior to submission of the tender.
15. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm's name. Also proof of authorization shall be enclosed.
16. 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.

i) Documents required for qualification :

- (a) Original demand draft for **Rs.5,900/-** towards tender document process fee.
- (b) Original demand draft for Rs.3,00,000/- towards EMD.
- (c) Application form duly filled and signed as indicated at **Annexure - I**.
- (d) 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.
- (e) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
- (f) Self Attested copy of PAN/TAN card and GST Registration of the Tenderer.
- (g) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
- (h) Any other document required as per the tender conditions

- ii) Failure to furnish any of the uploaded documents, certificates entitle in rejection of the bid

Signature of the tenderer

18. **(a) The tenderer shall quote the contract amount payable per month for 1st year. The contract amount payable to the corporation will be enhanced @ 10% in 2nd year and 15% on 3rd year over the contract amount payable for 1st & 2nd years respectively.**
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 opened in the Corporate Office at 3.00 P.M., on 25.06.19 for technical evaluation and price bids (Commercial bids) will be evaluated online at 03.00 pm on 28.06.2019.
21. The amount offered above will be the net amount payable to the Corporation.
22. The contract will be awarded to the highest quoted tenderer on the basis of highest amount offered per month for the 1st year of the contract, after negotiations and recommendations made by Tender Committee constituted for this purpose.

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

Tender Evaluation Committee

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.
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.

Signature of the tenderer.

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 (a) paying Security Deposit (b) furnishing Bank Guarantee for the stipulated amounts and (c) paying the applicable stamp duty within 15 days from the date of issue of allotment letter for the contract.

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.

Signature of the tenderer.

GENERAL CONDITIONS OF THE CONTRACT

1. The contract is for appointment of Advertising Contractor for procurement of the advertisements for printing on the reverse of TIM tickets of the Corporation for a period of three years.

2. **DETAILS OF TIM TICKETS**

GSM of the paper – 54
Ticket width - 56 mm
Ticket Height - 68 mm

Length of the ticket roll is 18 meters. The approximate no. of tickets that can be issued from a roll is 250 tickets.

At present, approximately 6 to 7 Lakh ticket rolls every month are being printed and issued to the depots of the corporation for use.

3. **ART WORK:**

The Advertising contractor shall supply the Art work and any other material required, at their own cost for printing advertisements on the reverse of Tim Rolls together with the details of quantity, denomination of tickets on which each advertisement has to be printed well in advance.

While issuing Tickets, occasionally the advertisement at the back of the Ticket may split into two parts and corporation is not responsible for the same. However, the size of the advertisement may be restricted to 34mm X 52mm (height X width) (i.e. two ads on one ticket) in order to ensure that in all circumstances there will be one advertisement remains on the ticket even if it is torn not exactly while issuing tickets to the passengers.

4. **PRINTING OF ADS:**

Advertisements will be printed on the back side of TIM rolls in any one color at TSRTC printing press (Miyapur). The advertisement contractor shall pay the printing charges for advertisements on reverse of these TIM Rolls at the rate as communicated by the Works Managers or incharge of printing press, TSRTC, Miyapur, Hyderabad. These printing charges shall be paid along with the license fee payable during that month.

5. **SECURITY DEPOSIT:**

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

The Security deposit shall be paid to the 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.

Signature of the tenderer

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

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

In case of termination of contract due to breach of terms and conditions of contract, corporation shall have the right to adjust the security deposit paid by the Advertising contractor towards the dues payable to the corporation and to forfeit the balance security deposit. The security deposit will not carry any interest.

6. **BANK GUARANTEE:**

The successful tenderer shall have to submit bank guarantee for an amount equivalent to six monthly installments of 1st year contract amount within 15 days from the date of allotment of the contract. **The Bank guarantee shall have validity for 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. Failure to pay the security deposit/ furnish Bank Guarantee/ enter into agreement within the stipulated period, the Corporation shall have the right to cancel the allotment of contract and the EMD/ Security Deposit/ Bank Guarantee amount shall be liable for forfeiture.

8. **PAYMENT OF CONTRACT AMOUNT:**

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

The advertising contractor shall pay each monthly installment amount in advance on or before 10th day of every month to the C T M(M&C) &DIR(CP), Mushirabad, Hyderabad through demand draft obtained in favour of Financial Adviser, TGSRTC, Mushirabad, Hyderabad payable at Hyderabad.

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

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

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

Signature of the tenderer

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.

9. 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 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 printing 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:

10. The Advertising contractor shall carry out the business of procure & display of Ads on reverse of TIM tickets, 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 agent has to pay the balance monthly installments for the left over minimum stipulated period of one year.

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 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.

11. Corporation will undertake printing of ads and circulation according to its scheduled program. The contractor shall abide by such scheduled program. **The approximate time required for printing ads is one to three months.**

Signature of the tenderer

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

However, the corporation will try to print and circulate the TIM Rolls as per the requirements of the Advt. contractor.

12. Corporation reserves the right to print advertisements of its choice, every year on 10% of the total no. of TIM Rolls and the Advertising contractor shall not have any objection nor shall claim any advertisement revenue thereof.

The Corporation is at liberty to display advertisements of its own or advertisements of Government Departments / Govt. sponsored advertisements / Private Advertisements etc.

13. Corporation reserves the right to appoint separate contractor / contractors for display of advertisements **on other types of tickets which are not included in this contract.**

14. The Advertising Contractor shall make good all losses if any and settle all disputes / complaints of the advertisers from whom he procured advertisements for printing.

15. i) The Advertising Contractor shall have to obtain any 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, 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.

16. The Advertising Contractor shall not procure/ display any advertisements for printing which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit / reject such advertisements from printing and the advertising agent shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction. The contractor shall ensure that all norms of decency and sociaethics are practiced for displaying the Advertisement content.

17. The Advertising Contractor shall not procure & dispaly advertisements concerning Tobacco, Liquor, Alcoholic products – Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.

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

Signature of the tenderer

- 19.The Advertising Contractor shall not procure any advertisements for printing beyond the date of expiry of the agreement.
- 20.The Advertising Contractor shall furnish information that may be required by the corporation from time to time, connected with the procurement of advertisements.
- 21.The CTM(M&C) & Dir(CP) shall have the right to reject whole or part of the advertisement, if the advertisement is objectionable and against the interest of the Corporation or the general puublic or not worthy for display or against terms & conditions.
- 22.The Advertising Contractor shall have to pay the contract amount as agreed to be paid to the corporation, irrespective of procurement / display of advertisements.
- 23.The Corporation shall not be accountable for any loss or damage etc. that the advertising contractor may suffer on account of any advertisements printed / not printed for any reason.
- 24.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.
- 25.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.of Telangana and submit the proof of compliance. The Contractor 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.
- 26.The Corporation is not liable to pay compensation in case of death or injury (simple / grievous) caused to any person engaged by the Advertising Contractor in connection with procurement of advertisements. The Advertising Contractor is liable to bear all expenses and for payment of compensation in such cases.
- 27.The Advertising Contractor shall indemnify the corporation for any claim made by any authority and reimburse the same in case any payments are made by the corporation.
- 28.In case advertisements are not printed due to electricity breakdown / bundhs / agitations / other internal or external factors, for a particular period or periods – the corporation shall not be liable for any loss or damage caused to the advertising contractor.
- 29.The Advertising Contractor shall not appoint other firms / agencies / individuals as sub –contractors to carry out the business of procurement of advertisements for printing.

Signature of the tenderer

30.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 Advertising Contractor will be refunded after all the dues payable to the corporation have been settled out of the deposits made by the Advertising Contractor. Corporation shall not be liable to pay any damages that the contractor may suffer on account of such termination.

However, the Advertising Contractor is permitted to exercise this option only on completion of minimum stipulated period of one year.

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

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.

32.The business shall be carried out only on the name / firm, as the case may be, that was specified on the Tender form, while submitting the tender. During the course of contract, the Contractor / Agency shall not be allowed to change the name of the Agency or to transfer the Agency.

33.In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of deposit.

34.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.

35.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 Advertisement contractor has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the Corporation at his/her/its cost.

36.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.

37.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

Tender application form

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

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

Sir,

Sub:-Submission of Tender Application form for evaluation of the offer/quote submitted for appointment of contractor to procure advertisements on the reverse of TIM Ticket Rolls of the Corporation for a period of three years – Reg.

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

Telephone No. :

- 4) Permanent residential :
address

Telephone No. :

- 5) Email/Website address :
- 6) PAN No:
(Copy to be enclosed)

TAN No:
(Copy to be enclosed)

GST Registration No:
(Copy to be enclosed)

- 7) Tender document Process fee :
a. Demand Draft No. & Date :
b. Amount in Rs. : 5900/-
c. Bank particulars :
(Cheques will not be accepted)
- 8) Earnest Money Deposit :
Amount particulars
a. Demand Draft No. & Date :
b. Amount in Rs. : 3,00,000/-
c. Bank particulars :
(Cheques will not be accepted)

- 9) Average Annual turnover
for the latest two financial years **(in Lakhs)**
(Proof to be enclosed as prescribed)

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

- 10) Experience of the Tenderer : _____ years
in the field of Advertisements
(Necessary proof shall be enclosed)
- 11) Income Tax Returns : Yes / No
- 12) I/We have carefully read the terms and conditions of the tender document.
- I/We understand and hereby accept that our offer shall be binding upon us subject to the modification resulting from contract negotiations, made by the Corporation at its discretion.
- 13) 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.
- 14) I/we hereby agree to be appointed as Advertising contractor to procure advertisements on the reverse of TIM Ticket Rolls of the Corporation for a period of three years.
- 15) I/We have perused the terms and conditions of the tender for appointment of Contractor and hereby agree to abide by the said conditions.
- 16) I/we have carefully read and understood the terms and conditions of the tender and of the contract and hereby confirm my/our acceptance to the Terms and Conditions stipulated. In the event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

Date:

(Signature of the tenderer)

along with seal/stamp