

-----*PROFORMA OF APPLICATION FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF **LED TVs CONTRACT** AT _____ DEPOT OF SECUNDERABAD REGION

**AFFIX
LATEST
PASSPORT SIZE
PHOTO**

1 Name of the Tenderer
(in Capital Letters)

2 Father's Name

Depot (LED TVs Installation and Maintenance/only Maintenance to the already fitted Corporation own TVs in the Special Type of Buses at the Depots of Secunderabad Region) :

Sl. No.	Depot/Bus Station	Total No. of Buses	No. of Corporation Own TVs	No. of TVs to be Installed and Maintained	EMD Payable (Rs.)
1	KG	09	09	00	3,000
2	JDM	03	02	01	2,000

4 Type & No. of Buses :

a) Monthly remuneration offered for Installation and maintenance of not less than of 24" LED TVs Per bus per month : Rs _____ per bus per month (In words _____ only per bus per month)

b) Monthly remuneration offered for only Maintenance of not less than of 24" LED TVs per Bus per month : Rs _____ per bus per month (In words _____ only per bus per month)

5 Previous experience, in any :

6 Pan Card No. & Aadhaar No.
(Xerox copies to be enclosed) :

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7	GST Registration Number & Date (Xerox copies to be enclosed)	:	
8	Mode of Earnest Money Deposit Drawn in favour of <u>Dy. Chief Accounts Officer, TSRTC, Secunderabad Region.</u>		
	Amount paid Rs. _____ DD No. _____ & Dt: _____		
	Name of the Bank & Branch: _____		
9	Full Address & Contact No: _____		
10	I/We the following sureties have signed hereunder as guarantors.		
=====			
Sl. No.	Name of the Surety with Full Address	Occupation & Financial status	Signature of the surety for the execution of the Agreement(Deed of Licence
1			
2			
SIGNATURE OF THE TENDERER			

TELANANGA STATE ROAD TRANSPORT CORPORATION

To
The Regional Manager,
T.S.R.T.C., Secunderabad Region,
JBS, Picket, Secunderabad.

Sir,

Sub:- CONTRACTS - Tenders invited for Outsourcing Activity of Installation and Maintenance of new LED TVs with Six (06) Speakers and only Maintenance to the already fitted Corporation Own TVs in the Special Type of Buses at _____ Depot of Secunderabad Region - Submission of Tender form - Reg.

Ref:- Tender Notification No.E5/122(13)/2023-SR, dt:09.05.2023.

I/We hereby submit Tender in the prescribed tender form. I/We read thoroughly the job description; Terms and Conditions supplied together with the Tender Form and understood the full contents.

Further I/We hereby submit my/our tender in the prescribed Tender form.

I/We hereby further agree to abide by the Terms & Conditions stipulated by the Corporation from time to time during the operation of Contract on awarding the same.

Yours faithfully

(SIGNATURE OF THE TENDERER)

Date:

Full Name & Permanent Address of the
Tenderer with Contact No. (In Block Letters)

TERMS & CONDITIONS

1. The tenderer shall submit separate bid and rates for :
 - (a) Providing and Maintenance of new LED TVs fitted with 6 Speakers and only maintenance to the already fitted Corporation own TVs in the Special Type of Buses at _____ Depot of Secunderabad Region. The successful tenderer has to provide of LED TVs/Video Player fitted with 6 speakers and Inverter in with periodical change the Audio & Video programme. The mounting of arrangements are to be made by the contractor only as per specifications indicated in the drawing enclosed.
- 2) The interested parties shall submit their Tender Application quoting the “Monthly Remuneration” less than or equivalent to _____ per bus for Providing LED TVs with pen drive facility/ Video Player fitted with 6 Speakers of any famous Branded companies.
- 3) The period of contract is TWO YEARS only extendable one more year on satisfactory/performance.
- 4) (a) Finalization of Tenders will be by way of negotiation by the Tender committee with lowest monthly remuneration quoted bidder. The decision of the Tender Committee in that regard shall be final.
 - (b) Other things being equal, if more than One tenderer quote lowest minimum amount of Monthly remuneration and found suitable by the Tender Committee. The contract shall be allotted on the basis of LOTTERY.
- 5) (a) The contractor shall arrange to provide good quality 24” LED TVs 600 VA inverter, USB port mounted with 6 speakers 240 W (PMPO) per speaker for good audibility in buses. Pen drives with not less than 8 GB are to be used for playing the entertainment content and should be loaded with new features periodically at his own cost.
 - (b) The content of entertainment in pen drive should be original copy right, certified by the appropriate authorities and should not contain any unlawful scenes or acts. The contractor shall obtain the approval of Regional Manager/Divisional Manager/Depot Manager before using it/them in bus(es). In case any complaint is received against the content of pen drive used in the buses penal action will be taken against the contractor.
 - (c) The contractor shall bear the cost of damages caused to the bus if any caused while installing LED TVs/speakers/accessories system etc, and in case of theft of Audio/Video equipment fitted to the bus, the contractor has to replace with a new one during the subsistence of the agreement period including the repair charges during the regular maintenance period.
 - (d) The Contractor has to make his own mounting arrangements to fix the LED TV, 600 VA inverter & accessories in the special type of buses as per the specifications recommended by the Corporation at his own cost and has to make his own security arrangements for LED TV & its accessories. The Corporation is not liable for any loss/theft/mishap of LED TV and its accessories.
 - (e) The No. of buses may increase/decrease during the agreement period and the Contractor has to provide LED TVs with accessories to the special type of buses which will be added if any subsequently during the tenure of contract.

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- 6) The Contractor has to ensure proper functioning of Audio/Video system and should be got repaired immediately if any problem arises. The contractor will be imposed with a penalty of Rs.500/- per bus per day for non function of Audio/Video system.
- 7) The tender must be submitted in the prescribed tender Form. The tender form is not transferable. The Tender form must be signed by the tenderer only.
- 8) The sealed cover should be placed in the sealed tender box, kept in the Office of the Regional Manager, Secunderabad Region, JBS, Picket, Secunderabad upto 14:00 Hrs. on **24.05.2023**, the tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15:00 Hrs. on the same day by the Tender Committee.
- 9) Each tender form shall be accompanied by a Demand Draft obtained from any Nationalized Bank for an amount mentioned in the tender towards EMD. The Demand Draft should be obtained in favor of Dy. Chief Accounts Officer, TSRTC, Secunderabad Region.
- 10) The EMD will not carry any interest. The EMD of the unsuccessful tenderers will refunded only after finalization of Tenders. The Corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalizing Tenders viz., Court directives etc.
- 11) In case, EMD paid by the Tenderer is less than what is stipulated in the Tender Notification or the EMD paid is through other means i.e., in a manner other than the stipulated in terms and conditions, the Tender will be rejected and the EMD amount will be forfeited to the Corporation.
- 12) (a) Tender form not accompanied by the Demand Draft towards EMD, incomplete Tender form and tender form with any preconditions or additional conditions will be rejected and the EMD amount will be forfeited.
 - (b) If the successful Tenderer backs out from taking up the contract for what so ever reason within stipulated period, the EMD paid by the tenderer will be forfeited.
 - (c) The Corporation shall not be responsible, for the delay in finalizing the tenders for reasons beyond its control viz., Court directive etc.
 - (d) The Corporation reserves the right to reject any or all tenders without assigning any reasons. The tender once submitted shall not be permitted to be withdrawn
 - (e) The amount payable by the Corporation for the contracts will be once in a month within one week from the date of submission of the bill with necessary certifications by the concerned Supervisors and subject to pre-audit.
- 13) The successful Tenderer has to pay Security Deposit an amount which is equivalent to one month remuneration of the contract payable by the Corporation. The Security Deposit does not carry any interest. The Security Deposit is refundable on expiry of the contract period subject to satisfactory performance and fulfill of agreement conditions.
- 14) (a) The successful tenderer shall enter into an agreement for undertaking the above work on prescribed terms and conditions with the Regional Manager, Secunderabad Region and the agreement shall be registered with the cost of tenderer.
 - (b) The Security Deposit is liable to be forfeited if the successful tenderer does not enter into deed of license within the stipulated time as mentioned in the allotment order.

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- 15) The Security Deposit paid by the Contractor is liable to be forfeited in the event of non-performance of the contract or for breach of any of the terms and conditions of the agreement.
- 16) The successful Tenderer to whom the contract will be allotted shall have to undertake the contract for a minimum period of **ONE YEAR** from the date of entering into an agreement. If he/she desires to discontinue the contract for whatsoever reasons, before completion of minimum period of one year of the contract, he/she has to pay the balance of amount which falls short of the amount equivalent to one year remuneration in addition to forfeiture of Security Deposit.
- 17) (a) On expiry of the period of license or on its termination, as the case may be the contractor shall handover the equipment provided by the Corporation, if any to the Depot Managers concerned.
(b) The Corporation is not liable for any loss of Items provide in the buses by the contractor.
- 18) The content of Audio/Video systems shall not be of objectionable nature.
- 19) (a) The contractor shall arrange to change the content of Audio/Video daily in the buses.
(b) In case of termination of contract due to breach of terms and conditions of the agreement all the equipments audio/video systems, inverters and the contractor shall have no right over them.
- 20) The contractor has no right to demand operation of any bus/buses on any particular route/routes/area/timings etc.
- 21) In case if any bus/buses with TV/PENDRIVE is not operated due to mechanical breakdown/accidents/strikes/bundhs, or for any other reason, the Corporation is not liable for any loss or damage caused on the contractor and he/she shall have no right to claim any compensation or reimbursement of loss etc.
- 22) The contractor shall pay minimum wages to the Attender engaged by him at the rates not less than the minimum wages as notified by the Government from time to time, in the presence of the Depot Manager/Supervisor, failing which the difference of wages will be deducted from the Security Deposit of the contractor.
- 23) The contractor has to obtain license from the licensing Officer under contract Labour (Regulation and Abolition) Act 1970 to carry out the work entrusted to him under this Agreement and submit a copy of the same before commencement of the contract.
- 24) The contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there under from time to time like contract labour (R&A) Act 1970: payment of minimum wages, provident fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance.
- 25) (a) The contractor shall remit the PF/EDLIF amounts in respect of the persons engaged by him, to the Regional Provident Fund Commissioner on the code number obtained by him and produce the proof of the same every month to the Unit Officer to arrange payment of monthly license fee. If he is not allotted with the code number of the RPF Commissioner the amounts are to be remitted in to the provident Fund (Trust) of the Corporation TSRTC. Similarly, he has to remit the ESI contributions to the ESI authorities and produce the proof to that effect every month to the Unit Officer.
(b) The contractor is liable for all obligations arising out of this contract in respect of labour engaged by him.

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- (c) The contractor has to contact the Labour Department and maintain registers as required under Law and as required by the Corporation and the same has to be produced for verification of the Inspecting officials.
- 26) (a) No compensation shall be paid by the Corporation for any injury/disability of any kind or death of the workers engaged by the contractor within the premises of the contract area. The contractor is liable to bear all the expenses and compensation in such cases. The contractor shall satisfy the TELANGNA STATE ROAD TRANSPORT CORPORATION, the arrangements made by him to fulfill his obligation arising out of this clause by way of insurance policy.
- (b) The Contractor shall insurance the lives of the labour engaged by him for any eventual risks that might crop up in the event of any accident.
- 27) The Contractor is liable to pay the damages, if any CAUSED TO THE PREMISES OR MOVABLE/IMMOVABLE PROPERTY OF THE CORPORATION by him or by his representatives, as determined by the Corporation. The Corporation shall have the right to recover such amounts towards damages caused from the security deposit of the Contractor.
- 28) The Contract shall be Terminable with a **One Month** advance notice on either side. However, the Contractor is not entitled to terminate the contract during the first year. The Corporation shall have the right to terminate the Contract with a month's notice, if in its opinion, the service is not satisfactory or if it thinks the contract is no more required and its decision in this regard shall be final. The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving One month notice to the Corporation.
- 29) The Contractor should adhere to all acts and Laws in force, applicable to his business and for any violation of such laws, the sole responsibility lies with the Corporation.
- 30) In case of misbehavior, assault on employees of Telangana State Road Transport Corporation by contractor/representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit in addition to legal action.
- 31) The Contractor is liable for imposition of penalties up to Rs.1000/- in case of complaints from the public on the performance of the Contract and the same will be recovered from the contractor.
- 32) The Contractor is liable for termination in the event of the contractor failing to do the business/service continuously.
- 33) In the opinion of the Corporation, if the Contractor fails to execute the contract for the terms mutually agreed to in the agreement, the Corporation has the right to take any of the following actions.
- i. Imposition of fine for breach of contract by authorized officer of the Corporation not below the rank of DM (it does not preclude inspection of imposition of fine by any authority Superior to above authorities.)
 - ii. (a) Forfeiture of Security Deposit either partly or fully.
(b) Termination of Contract by giving one month's notice.
(c) Termination of Contract without notice and also simultaneous forfeiture of Security Deposit partly or fully.

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- 34) In the event of death of the Contractor, the contract ceases to exist. However, the Corporation may permit the legal heir of the contractor to run the business on the same terms and conditions for the remaining period of contract, on execution of fresh agreement, by such heir only.
- 35) The workers employed by the Contractor shall not have any right or claim whatsoever for employment in T.S.R.T.C. at a future date.
- 36) If any statutory imposes any penalty/fines etc., and if the Corporation is made a party in such penal action, for any acts of violations or commissions or emotions made by the Contractor, the Corporation has got the authority to keep such amount of the contractor like security deposit or any other amount, due to the Corporation etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased.
- 37) In case of any dispute on the terms and conditions of the tender, the decision of the Managing Director TSRTC shall be final and binding on both the parties.
- 38) All the above terms and Conditions will form part of agreement of the licensee and the licensee will be bound by these conditions in addition to any other conditions prescribed by the Corporation.

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