

e -TENDER NOTIFICATION NO:C1/437(07)/2024, DT: 18.10.2024

TENDER ID- 551686

TELANGANA STATE ROAD TRANSPORT CORPORATION

e- Tender Document for Appointment of Contractor for display of Ads on the space earmarked above the stalls and additional space on walls (approx. 5000 sft) MAHATMA GANDHI BUS STATION (MGBS) of Rangareddy Region

O/o THE DIRECTOR (TA & ZSTC), BUS BHAVAN,
RTC X ROADS, MUSHEERABAD, HYDERABAD-500020

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

CHECKLIST OF DOCUMENTS

| S.NO. | DOCUMENT NAME | WHETHER | |
|-------|---|---------------------|---------------------|
| | | HARD COPY ENCLOSED? | SOFT COPY UPLOADED? |
| 1 | DULY FILLED IN ALL PAPERS OF TENDER DOCUMENT WITH SIGNATURE ON ALL PAGES | | |
| 2 | DD TOWARDS TENDER DOCUMENT FEE | | |
| 3 | DD TOWARDS EMD | | |
| 4 | TECHNICAL ELIGIBILITY: | | |
| 5 | AUDITED BALANCE SHEET CERTIFIED BY C A/ AUDITOR'S CERTIFICATE FOR 2021-22 & 2022-23 FIN.YEARS ALONGWITH P&L STATEMENTS (AUDITED & CERTIFIED) | | |
| 6 | EXPERIENCE PROOF CERTIFICATE ISSUED BY CONCERNED ORGANISATION (WITH DETAILS OF PERIOD OF EXPERIENCE & NATURE OF WORK) WITH COPIES OF AGREEMENTS | | |
| 7 | INCOME TAX RETURNS FILED FOR 2021-22 & 2022-23 FINANCIAL YEARS | | |

SIGNATURE OF THE TENDERER

DISCLAIMER

The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Telangana State Road Transport Corporation (TGSRTC) 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 TGSRTC, 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 TGSRTC in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

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

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

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

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e- TENDER DETAILS

| | | |
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| 1. | Department Name | TELANGANA STATE ROAD TRANSPORT CORPORATION |
| 2. | Circle/Division | OFFICE OF THE VC&MD, DIRECTOR (TA & ZSTC) WING, BUS BHAVAN |
| 3. | Tender Number | No.C1/437(07)/2024, Dt: 23.08.2024. |
| 4. | Tender Subject | Appointment of Contractor for display of Ads on the space earmarked above the stalls and additional space on walls (approx. 5000 sft) at MAHATMA GANDHI BUS STATION (MGBS) of Rangareddy Region. |
| 5. | Period Of Contract | FIVE years |
| 6. | Form Of Contract | As per Tender Document |
| 7. | Tender Type | Open |
| 8. | EMD | EMD of Rs 3,00,000/- (Two lakhs). Bidders should submit their EMD by way of Demand Draft drawn on any Nationalized / Scheduled bank payable at Hyderabad in favor of TELANGANA STATE ROAD TRANSPORT CORPORATION . For details of EMD amount, please refer tender document. *Note: The tenderer shall not make the payment through e-portal but shall submit a scan copy of the EMD while submitting the tender document online. After online submission of tender , the tenderer shall physically submit the EMD by way of Demand Draft only payable to TGSRTC on the specified date as per tender document. |
| 9. | Tender document Process Fee | Rs. 5900/- |
| 10. | Tender document Process Fee Payable To | TELANGANA STATE ROAD TRANSPORT CORPORATION PAYABLE AT HYDERABAD |
| 11. | Bid submission starting date and time | 18.10.2024 at 10.30 AM |
| 12. | Bid submission closing date and time | 02.11.2024 at 05.00pm |
| 13. | Hard copies submission closing date and time | 04.11.2024 from 11.00 am to 02.00pm |
| 14. | Submission of separate DDs towards EMD and Tender Process fee | Scanned copy should be uploaded while bidding and hard copy should be submitted well before the stipulated time mentioned in the tender document |
| 15. | Technical Bids Opening Date | 04.11.2024 at 03.00 PM |
| 16. | Commercial Bids Opening Date and Time | 06.11.2024 at 12:00 PM |
| 17. | Place Of Tender Opening | Director (TA & ZSTC), 4 th Floor, Bus Bhavan, Musheerabad, Hyderabad. |
| 18. | Officer Inviting Bids | Director (TA & ZSTC), TGSRTC |
| 19. | Contact Person | Dy C T M(M&A) |
| 20. | Address/E-mail id | Director (TA & ZSTC), 4th Floor, Bus Bhavan, |

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| | | Musheerabad, Hyderabad. dycmmnc@tsrtc.telangana.gov.in |
| 21. | Contact Details:Telephone, Fax | 9100988224 Fax:040-27616078 |
| 22. | Procedure to Offer Submission | <p>The Bidders shall submit their response through Bid submission to the tender on eProcurement platform at www.tender.telangana.gov.in by following the procedure given below. The Bidders would be required to register on the e-procurement market place www.tender.telangana.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform. The Bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the eProcurement web site. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.</p> <p>1. Registration with eProcurement platform: For registration and online bid submission, Bidders may contact HELP DESK of M/s Vupadhi technologies Limited, or https://tender.telangana.gov.in.</p> <p>2. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the Bidders will not be accepted on the eProcurement platform</p> <p>3. Submission of Hard Copies: After online submission of bid, the Bidders are requested to submit the originals of DD towards EMD and Tender document Process fee to the Tender Inviting Authority and other uploaded documents before opening of the bids. The Bidders shall invariably furnish the original DDs to the Tender Inviting Authority before opening of bids either personally or through courier or by post and submission of the same within the stipulated time shall be the responsibility of Bidders. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bids will be rejected and the EMD will be forfeited. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hardcopies to avoid any discrepancy. The Bidders have to attach the required documents as hard copies after uploading the same as required by Tender Inviting Authority in the tender conditions.</p> <p>4. Payment Of Transaction Fee: It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-Refundable</p> |

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

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HOW TO APPLY

- Click at www.tender.telangana.gov.in e-Procurement notification
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- Signed Tender form, terms & conditions, scanned DDs or other relevant documents should upload in a "zip" format.

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

e-Procurement Help Desk

Vupadhi Technologies Limited

1ST Floor, Ramky Grandiose, Sy, No.136/2 & 4,

Gachiwli

Hyderabad-500032

Telangana State, India

Ph: +91-40-39999700/ 701/ 704

E-Mail: contact@vupadhi.com

Cell No. : 7337445545/46, 9912756216

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DETAILS OF e- Tender Notification No.C1/437(07)/2024, Dt.23.08.2024

- 1) The tender is for appointment of Contractor for display of Ads on the space earmarked above the stalls and additional space on walls (approx. 5000 sft) at MAHATMA GANDHI BUS STATION (MGBS) of Rangareddy Region of the Corporation for a period of five years.
- 2) Technical details with regard to space for display of Ads etc. are mentioned at Annexure-I.
- 3) Online Bids in two bid system (Technical and Commercial) through e procurement are invited from reputed and experienced contractors having minimum experience of **TWO years** in any Business with minimum average annual turnover of Rs.50,00,000/- during the 2021-22 & 2022-23 **financial years**.
- 4) Tender documents can also be down loaded from the web site www.tsrtc.telangana.gov.in.
- 5) **Tender document process fee @ Rs 5900/-** shall be paid separately for each of the above contract in the form of Demand Draft obtained in favor of TELANGANA STATE ROAD TRANSPORT CORPORATION 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.
- 6) **Earnest Money Deposit of Rs 3,00,000/-** shall be paid separately for each of the above contracts in the form of DD in favor of TELANGANA STATE ROAD TRANSPORT CORPORATION 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.
- 7) In the event of the date, specified for receipt and opening of tender, being declared as a holiday for TGSRTC's office, the due date for submission of hardcopies of the documents, original DD for EMD & tender processing fee and opening of tenders will be the following working day.
- 8) Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility, terms and conditions, so that no ambiguity arises at a later date in this respect.
- 9) TGSRTC 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.

Director (TA & ZSTC)

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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/TGSRTC for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc., or monitor the website for the same. No claims or compensation will be entertained on account of the Tenderer having not read/noticed the updates, etc.
2. Tenderer is required to read carefully the contents of this document and is expected to examine all instructions, forms, terms and conditions in the tender documents. Failure to furnish all information required as per the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of the tender.
3. The Tender must be submitted in the prescribed Tender Form for along with requisite EMD and Tender document process fee.
4. The tender form must be signed by the Tenderer (either individual or representing a firm) only.
5. The Tender once submitted shall not be permitted to be withdrawn. The Corporation shall not be responsible for the delay in finalizing the tenders - for administrative reasons or for the reasons beyond its control viz., Court directive etc.
6. Incomplete Tenders, Tenders not accompanied by Demand Draft for requisite EMD and DD for Tender document process fee will be rejected. Cheques in lieu of Demand Drafts will not be accepted.
7. **Any person/agency/organization, who/which was an Agent to the Corporation in the past and was terminated due to default in payment or for any other reason and any existing agent who defaulted in payment of contract amount equivalent to 6 months and above in the present contract on the date of submission of this tender, is disqualified from participating in this Tender.**

Earnest money Deposit

8. 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 TELANGANA STATE ROAD TRANSPORT CORPORATION, HYDERABAD. EMD in any other form other than Demand draft will not be accepted.
9. The EMD will not carry any interest. The EMD of the unsuccessful tenderers will be refunded only after finalization of Tenders.
10. The Corporation shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders i.e. Administrative reasons / Court directive etc. The EMD of the successful tenderer will be adjusted towards security deposit payable to the Corporation.

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11. The EMD of the tenderer will be forfeited under the following circumstances.

- (a) When the EMD is not paid or less than what is stipulated in the tender.
- (b) When the EMD is paid through other means i.e., in a manner other than what is stipulated in the Tender Notification.
- (c) When Tender form with pre-conditions or additional conditions is submitted.
- (d) When the tender is submitted in an unconcerned tender form.
- (e) When the tender is submitted for the business other than that notified in the tender Notification.
- (f) When the tender form is submitted by minor. However, in case the tender is submitted on behalf of a minor, necessary proof of guardianship shall be submitted, failing which tender will be rejected.
- (g) When the Tender form is submitted by the person as stated vide clause 7 above.
- (h) When the tender is rejected as per Clauses 6 and 7 as stated above
- (i) When the successful tenderer fails to pay the Security deposit within 15 days and / or fails to furnish Bank guarantee within 15 days from the date of issue of allotment letter for the contract.
- (j) When the successful tenderer backs out from taking up of the contract, within the stipulated period, for whatsoever reason.
- (k) When the successful tenderer fails to enter into an agreement with the Corporation within 15 days from the date of issue of allotment letter for the contract.

Eligibility Criteria

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

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

- a) **Average Annual Turnover:** The average annual turnover, in any Business, of the tenderer for 2021-22 & 2022-23 financial years (each year) shall be equal to or more than Rs.50,00,000/-

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

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

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

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

- c) **Income tax:** The tenderer shall submit income tax proof in the form of certified copies of Income Tax Returns for 2021-22 & 2022-23 financial years.

Submission of Tender:

13. Before submission of the tender, tenderers are required to make themselves fully conversant with the eligibility/qualification criteria and terms and conditions, so that no ambiguity arises at a later date in this respect.
14. If the tenderer finds discrepancies in tender document and its conditions or if he is in doubt as to their meaning he should at once intimate and obtain clarification prior to submission of the tender.
15. If the tender is submitted on behalf of a firm, name of the person representing the firm along with designation shall be mentioned in the tender form below the firm name. Also proof of authorization shall be enclosed.
16. If the tender is submitted on behalf of a firm, all documental evidences to be submitted in technical bid such as annual turnover, experience in the relevant field etc, shall be furnished only in the name of the firm with which the tender is submitted.
17. The tender shall be filled in all respects and shall be signed by the Tenderer. The Tenderers should ensure that their offer is submitted on the **due date and time**. Offers received after due date and time, shall not be accepted.
18. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
19. Tenderer shall submit the tender **online**. The Tenderer shall submit their eligibility, qualification details, Technical bid, Financial (Commercial) bid etc., in the online standard formats displayed in e-Procurement web site. The Tenderer shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ certificates / documents in the e Procurement web site. The tenderer shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.
20. After online submission of bid, the Hard copy of the documents must be submitted to Director (TA & ZSTC), TGSRTC, Mushirabad, Hyderabad –500 020, from 11:00 AM to 2.00 PM on **04.11.2024**, or any Amendments issued thereon. The Tenderer shall submit.

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

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- (b) Original DD for **Rs.3,00,000/-** towards the EMD.
- (c) Technical Bid cum Application form duly filled and signed as at **Annexure II**.
- (d) All supporting documents for eligibility (**i.e. Annual average turnover, Experience, Income tax proof**) as prescribed in the tender document.
- (e) All the papers of tender document (**except Commercial Bid**) with terms and conditions duly signed by the Tenderer on each page as a token of acceptance of all the terms and conditions.
- (f) Self Attested copies of Tenderer's partnership deed/ proprietorship deed /Registration Documents, as applicable.
- (g) Self Attested copy of PAN, TAN card, GST Registration of the Tenderer.
- (h) Power of Attorney/Authority Letter to sign the Tender Document as applicable.
- (i) Any other document required as per the tender conditions

21. **The amount offered per sft 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. The contract amount offered per sft per Month will be enhanced by 10% from 2nd year onwards over the contract amount payable in the previous year of contract.**

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

Opening and Evaluation of Technical Bid:

- 22. The Tenders will be evaluated online in the Corporate Office, TGSRTC, Musheerabad, Hyderabad, at 3.00 P.M., on **04.11.2024** for technical evaluation and Price bids (Commercial bids) will be evaluated online on **06.11.2024**, at 12:00 PM.
- 23. In the event of the date specified for receipt and opening of tender being declared as a holiday for TGSRTC's office, the due date for submission of hard copies and opening of tenders will be the following working day.
- 24. The following procedure will be adopted for evaluating 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 TGSRTC with due acknowledgement.

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- 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.

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

Tender Evaluation Committee

26. The Tender Evaluation Committee constituted by the TGSRTC shall evaluate the tenders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
27. Any approach from the tender representative or his agent trying to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected. The tender committee has been empowered to take the final decision regarding the tender.

Amendment of Tender Document:

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

Any Addendum thus issued shall become a part of the Tender Document and will be posted on the website www.tender.telangana.gov.in or www.tsrtc.telangana.gov.in.

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

Allotment of contract

29. As per the recommendations of the Committee, the contract will be allotted to the successful tenderer. The successful tenderer shall enter into agreement within 15 days from the date of issue of letter of allotment of the Contract.

Termination of tender process

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

Director (TA & ZSTC)

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GENERAL AGREEMENT CONDITIONS OF THE CONTRACT (S)

1. The contract is for appointment of contractor for display of advertisements on the space earmarked above the stalls and additional space on walls (approx. 5000 sft) in the Mahatma Gandhi bus stations of Rangareddy Region of the Corporation for a period of five years.
2. Technical details with regard to space for display of Ads 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 have to pay security i.e., amount equivalent to six highest monthly installments of the contract amount within 15 days from the date of issue of allotment letter for the contract.

The Security deposit shall be paid to the Director (TA & ZSTC), T.G.S.R.T.C., Musheerabad, HYD., through a Demand Draft obtained from any Nationalized Bank/Scheduled Bank located in Telangana in favour of TELANGANA STATE ROAD TRANSPORT CORPORATION, payable at Hyderabad.

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

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

In case of termination of contract due to breach of terms and conditions of contract / agreement, corporation shall have the right to adjust the security deposit paid by the Contractor towards the dues payable to the corporation and to forfeit the balance security deposit.

5. The successful tenderer shall have to submit bank guarantee for an amount equivalent to six monthly installments of 1st year contract within 15 days from the date of issue of allotment letter of the contract. **The Bank guarantee shall have validity for 12 months.**

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

The corporation shall have the right to invoke the bank guarantee at any time and to adjust the realized amount towards the due amounts payable to the corporation, if the Contractor defaults in payment of monthly installment amount or penalty, or for breach of any terms and conditions of the agreement.

6. 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.
7. Failure to pay security deposit and / or to furnish bank guarantee / enter into an agreement within the stipulated period shall render cancellation of allotment of contract and the EMD / security deposit paid shall be liable for forfeiture.
8. The Contractor shall ensure that all norms of decency and social ethics are practiced for displaying the Advertisement content.

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9. The contractor shall fix the latest international standard and quality Backlit Advertisement Boards at their own cost, which shall add aesthetics to the renovated Bus station.
 - a) Should be LED backlit of international standards
 - b) Necessary frames/ Clips (Powder coated Aluminum frames with proper locking etc.) may be fixed at the earmarked space before fixing the Advertisement display board
 - c) Should be concealed wiring only
10. The contractor has to fix the specified Backlit Boards on the allotted entire space in the Bus station(s) irrespective of receipt / display of Advertisements, to maintain uniformity.
11. The contractor is also permitted to display Advertisements at other spaces also (as specified by Civil Engineering Department in future and other than notified in tender document) on payment of additional license fee per sft. per month.
12. The Advertisements displayed through Backlit boards can be either static / moving.
13. Corporation reserves the right to appoint separate Contractor / Contractors for display of Advertisements of same media or other media at any space other than the earmarked spaces specified and allotted to the Contractor under this contract.
14. The Contractor shall display advertisements only on the space earmarked and allotted as shown at Annexure – I.
15. The contract amount payable by the Contractor shall be paid as under:

The amount payable for each month shall be paid **in advance** on or before 10th day of the month to the concerned AO/Dy. CAO of Rangareddy Region through demand draft obtained in favour of AO/Dy.CAO, Rangareddy Region.

The Contractor shall pay the contract amount to the Corporation, without any deductions. In other words, the amount quoted in the Tender/agreed to be paid to the Corporation towards the contract shall be paid in Toto.

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

In the event of delay in payment of monthly installment the Contractor is liable to pay **penalty** for each day of delay beyond the due date @ 36% per annum on the amount payable in addition to the installment amount. This clause shall not prevent the corporation from invoking bank guarantee and forfeiting the security deposit of the Contractor.
16. The Contractor shall have to pay the contract amount as agreed to be paid to the corporation, irrespective of display of advertisements.
17. The Contractor shall pay GST to the corporation as per the Rules in force and at the rate as fixed by the Government from time to time on the contract amount payable to the corporation, in addition to payment of contract amount as agreed to be paid to the Corporation.
18. 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.

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

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20. **If the Contractor fails to pay the monthly installments within stipulated period as per the terms & conditions of this agreement, 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, and to adjust the amount towards due amounts payable to the corporation.
- (c) to adjust the security deposit amount towards due amounts payable to the corporation
- (d) to deface / remove advertisements displayed.
- (e) to terminate the contract.

In case contract is terminated, 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.

21. ***The Contractor shall not display advertisements of businesses competitors with TGSRTC in passenger transport and Cargo & Logistics, Tourism***

22. The Contractor shall carryout his business of display of advertisements for a **minimum period of one year** from the date of commencement of the contract.

In the event of the contractor seeking premature termination of contract within the stipulated one year period, the contractor has to pay the balance monthly installments for the left over minimum stipulated period of contract.

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

23. The Contractor shall bring all equipments and materials just before fixing / displaying Advertisements, at his own cost. It is also the responsibility of the Contractor to take away the advertising materials immediately after the fixing / display work is completed.

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

Under no circumstances, the Bus stations should be allowed to lose their identity in the process of display of advertisements.

24. The Contractor:

- a) shall not accept any advertisements for display beyond the date of expiry of the agreement;
- b) Shall not resort to display of advertisements beyond the space specified for display of advertisements.

SIGNATURE OF THE TENDERER

25. The Contractor shall not undertake any advertisements for display which may offend decency, good morals or may promote ill will or hatred amongst any class or classes of the public. Corporation shall have the right to prohibit/reject such advertisements from display and the Contractor shall not have the right to claim for any loss or damages that he may suffer on account of such rejection or restriction.
26. The Contractor shall submit the advertisement to the concerned Unit Officer / bus Station manager specifying the subject matter of advertisement, periodicity and time of display of advertisement etc. for approval.

The Unit officer shall have the right to reject either whole or part of the Advertisement, if the advertisement is objectionable and against the interests of the corporation or the general public or not worthy for display.

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

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

27. The Contractor shall not display advertisements concerning to Tobacco, Liquor, Alcoholic products - Narcotics, Obscene material, Religious / Political and Election campaign slogans or any other product prohibited by the Corporation / Government from time to time.
28. The corporation authorities will allow the Contractor or any person authorized by the Contractor to enter into the premises to carry out their work based on the strength of identity cards issued by the Managing Director of the Agency.
29. The Contractor is liable for the damages caused to the Bus Stations or any property of the Corporation or to any person in the course of display of advertisements or in the course of removing the advertisements.

The Contractor shall furnish information that may be required by the Corporation from time to time, connected with the business of display of advertisements in buses.

30. i) The 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 Contractor shall comply with all the rules and procedures laid down in the local / within the territorial limits, in which the business is carried on and shall pay all the Taxes, Advt. fees or other sums payable to the local or any authorities for the purpose of carrying out the business of display of advertisements in covered Bus stations and there shall be no dues payable to any authority.
31. 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.

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32. Corporation shall have the right to operate any Bus 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 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 advertisements displayed in the bus stations, at their own cost. The Contractor shall not claim any charges for loss of his business on account of such removal of advertisements.

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 Contractor. The Contractor is not permitted to display any ads in the open premises which exist after demolition.

However, corporation will reduce licence fee proportionately in such cases but subsequently demolished / used for other purposes during the subsistence of the agreement period.

33. The Contractor will not be allowed to display advertisements at other locations in the Bus stations (other than those notified and allotted to the Advt. Contractor under the present contract). Advertisement rights on other locations will rest with the corporation.
34. The corporation shall not be liable for any loss incurred by the Contractor to its Bankers, Financial institutions, customers, personnel engaged by the Contractor or any other person connected with the business of the Contractor.
35. The Contractor is responsible to remove advertisements from the Bus stations after expiry of the period of display of such advertisement, during the subsisting period of agreement.

No display of any advertisement shall exist in any Bus station after completion of the contract period.

In case the Contractor fails to remove the advertisements after completion of contract period or within seven days from the date of termination of contract for whatsoever reasons, the Contractor is liable to pay penalty at the rate of Rs.2,000 (Rupees two thousand only) per day, for displaying advertisements unauthorizedly.

The Contractor shall reimburse the consequential expenditure involved in removing such advertisement material in case the corporation removes the advertisements. The corporation shall also have the right to adjust the deposits made by the Contractor towards the removal charges.

36. **Advertisements by direct painting on the walls, pillars etc., will not be allowed under any circumstances.**
37. The Contractor shall display Ads in covered areas of the Bus stations only with prior approval of the Regional Manager / Depot Manager / Assistant Traffic Manager of the Bus station concerned, in such a way that they shall not cause any hindrance to the working of the TGSRTC, Traffic movements and do not block and spoil the elevation of the Buildings, Civil structure and cause damage to the property of the Corporation.

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38. The Contractor shall make arrangements to provide the requisite infrastructural facilities for display of advertisements, at their own cost. The Contractor shall also fix and remove the advertisements at their own cost.
39. The Contractor is liable for the damages caused to the Bus stations or to any property of the corporation or to any person in the course of display of advertisements or in the course of removing advertisements.
40. If the Contractor is found displaying advertisements unauthorizedly in Bus stations or commits any breach of Terms and conditions of the agreement, a penalty up to a maximum of Rs.1000/- on each occasion will be imposed.
41. The corporation shall not be accountable for any loss or damage or theft of equipment – accessories etc. that the Contractor may suffer on account of any advertisements displayed or not displayed in Bus stations for any reason.
42. Corporation will arrange supply of Electricity to the Contractor in case of any need for display of advertisements in Bus stations. But the internal fittings and electrical sub – meter etc. shall be arranged by the Contractor at their own cost. The Contractor shall pay the electricity charges to the concerned unit officer as per the rates fixed by the corporation from time to time on or before 10th day of every month. Delay in payment of electricity charges will attract penalty @ 36% per annum.
43. The Contractor shall not engage persons below the age of 18 years. The persons engaged by the Contractor shall not have any right or claim whatsoever, for employment in TGSRTC at a future date.
44. The Contractor shall comply with the provisions of all the Acts of Government relating to Labour and the Rules and Regulations made there under, from time to time like payment of P.F., ESI, Minimum wages as prescribed by the Govt. of A.P. 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 it.
45. The corporation is not liable to pay compensation in case of death or injury (simple / grievous) caused to any person engaged by the Contractor in connection with display of advertisements or in case of death or injury caused to any person / public due to fixation of Advertisements / boards / display of advertisements. The Contractor is liable to bear all expenses and for payment of compensation in such cases.
46. The 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.
47. In case advertisements are not displayed 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 Contractor.
48. The Contractor shall not appoint other firms / agencies / individuals as sub – Contractors to carry out the business of display of advertisements in Bus stations.

SIGNATURE OF THE TENDERER

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

But the contractor has to carry out the business for a minimum period of one year as per the Clause 21. If the contractor seeks premature termination, immediately on completion of one year, he/she has to intimate (in writing) his / her intention to terminate the contract at the beginning of the fourth quarter (i.e. soon after completion of 9 months period) from the date of commencement of the contract, in the form of 3 months advance notice.

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

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

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

50. The Contractor shall not employ, associate or include as business partner any person who was Contractor of the Corporation and defaulted in payment of contract amount.
51. In case it comes to the notice of the corporation that the Contractor has employed / associated / included such person in carrying out the business, the Corporation shall have the right to terminate the contract.
52. 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.
53. In case of any violation of the conditions of the contract, the corporation reserves the right to terminate the contract besides forfeiture of security deposit.
54. The VC&MD of TGSRTC 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 TGSRTC for rejection of his / her tender.
55. The VC&MD of TGSRTC reserves the right to modify any condition / conditions of the agreement, and add any other condition / conditions during the contract period. The Contractor has to abide by the conditions modified / incorporated and has to enter into a fresh agreement with the corporation at their cost.
56. 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 VC&MD, TGSRTC shall be final and binding on both the parties.
57. If any dispute arises between the Contractor and the TGSRTC, the Courts at Hyderabad and Secunderabad shall have jurisdiction.

Director (TA & ZSTC)

SIGNATURE OF THE TENDERER

MGBS:

- a) Total no.of stalls above which the Advertising space is identified – **35**
 b) Ad space available above all the stalls – **1620 sft.**

SPACE TO BE ALLOTTED FOR ADVERTISEMENTS

SPACE ABOVE STALL



ADDITIONAL SPACE

| LOCATION OF AD SPACE | ADVT. AREA | NO.OF BOARDS | TOTAL AREA (Sft) |
|---|-------------|--------------|------------------|
| Space between stalls | 2'X4' | 35 | 280 |
| Columns from ATM office to t/b (2)] | 3'X6' | 20 | 360 |
| | 3'X6' | 2 | 36 |
| | 5'X6"X12' | 2 | 132 |
| Portico Railing (1st Floor) at Entrance Foyer | 54'6"X3'6" | 1 | 190.75 |
| EE office side | 48'X3'6" | 1 | 168 |
| RM office side | 143'X2" | 1 | 286 |
| From ATM office stair case to t/b (1) | 16'9"X5'6" | 11 | 1013.37 |
| Opposite wall | 9'9"X14'X6" | 1 | 141.37 |
| Columns at Parigi P.farm | 1'10"X4'8" | 20 | 170.92 |
| Wall at controller sitting place (PRG P.f) | 34'X12'3" | 1 | 416.5 |
| Wall beside Baba temple (nr shop 15) | 13'3"X12'6" | 1 | 165.62 |
| TOTAL | | 96 | 3360.53 |

TOTAL SPACE = Approx 5000 sft

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

SIGNATURE OF THE TENDERER

Tender Form

| |
|---|
| Affix latest passport size photo with self attestation |
|---|

To
The Director (TA & ZSTC),
T. G. S. R. T. C. Musheerabad,
H Y D E R A B A D.

Sir/Madam,

Sub:-Submission of Tender for evaluation of the offer/quote submitted for appointment of contractor for display of advertisements on the space earmarked above the stalls and additional space on walls in the Mahatma Gandhi bus stations of Rangareddy Region of the Corporation 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) Medium of Communication : (Tenderer shall opt for his / her
choice from the below mentioned options)
 - a. SMS : Mobile No.-----
 - b. WHATSAPP : Mobile No.-----
 - c. e-MAIL : e Mail ID.-----

(Delivery of any communication from TGSRTC to the above opted digital address will be treated as if it is served through regular post to the tenderer / Contractor on his physical address. If the tenderer fails to indicate his / her choice from the above three options, then the tender will be treated as incomplete and as invalid)
- 5) Permanent residential :
address

Telephone No. :
- 6) Email/Website address :
- 7) PAN No:
(Copy to be enclosed)

TAN No:
(Proof to be enclosed)

GST Registration No:
(Proof to be enclosed)
- 8) Tender document Process fee :
 - a. Demand Draft No. & Date :
 - b. Amount in Rs. : 5900/-
 - c. Bank particulars :

(Cheques will not be accepted)

- 9) 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)
 Names of the Regions to be participated:

- 10) Average Annual turnover for the financial years **(in Lakhs)** as mentioned below
(Proof to be enclosed as prescribed)

| Description | two financial years | |
|---|---------------------|---------|
| | 2021-22 | 2022-23 |
| Total turnover in lakhs | Rs. | |
| Average Annual Turnover in lakhs | Rs. | |

- 11) Experience of the Tenderer : _____ years in no. of years in any Business **(Proof of experience to be enclosed as prescribed)**.
- 12) I/We hereby submit the certified copies of Income Tax returns filed for 2021-22 & 2022-23 financial years as Income Tax proof.
- 13) I/we hereby agree to be appointed as Contractor for display of advertisements on the space earmarked above the stalls and additional space (approx. 5000 sft) on walls as per annexure – II in the Mahatma Gandhi bus stations of Rangareddy Region of the Corporation for a period of five years.
- 14) /We have perused the Terms and Conditions of the tender for appointment of Contractor and hereby agree to abide by the said conditions.
- 15) I/We understand and hereby accept that Corporation will evaluate our bid on the basis of highest amount offered per Lollypop board 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 TGSRTC at its discretion.
- 16) It is hereby confirmed 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.
- 17) 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.
- 18) 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