

TENDER NOTICE NO: WBTC/MD/NIT-149/2017-18

DATE: 11.05.2017

BID DOCUMENT

e-Tender NOTICE

**REQUEST FOR PROPOSAL DOCUMENT – FOR LICENCE IN RESPECT OF
AUDIO COMMUNICATION SERVICES (INSIDE THE BUSES)
FOR WBTC BUSES (CSTC, WBSTC, WBTC)**

**MANAGING DIRECTOR
W.B.T.C.L.**

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Confidentiality Acknowledgement

This document is the exclusive property of WBTC Limited, a company incorporated under the laws of India, and having its registered office at 12, R.N Mukherjee Road , Kolkata 700001. The recipient agrees that they will not copy, transmit, use or disclose the confidential and proprietary information in this document by any means, or announce the release of this RFP without the expressed and written consent of WBTC. By accepting a copy, the recipient agrees to adhere to these conditions to the confidentiality of WBTC's practices and procedures; and to use these documents solely for responding to this Request For Proposal ("RFP").

INSTRUCTION OF BIDDER FOR SUBMISSION OF e-Tender

SECTION-I

1. INTRODUCTION:

The BID document consists of Technical Bid and Commercial Bid in the prescribed form. The BIDDER shall furnish Two Bids namely, (a) Technical Bid (b) Commercial Bid electronically through www.wbtenders.gov.in and also submit true copy of Technical Bid along with other documents in sealed cover physically within stipulated date and time.

The Technical Bid shall be short listed to ascertain the eligible BIDDERS and then offer containing the Commercial Bid in respect of eligible Bidders (having found technically qualified) shall be opened for further processing on the specified day as mentioned in the e-Tender documents.

Only one participant representing each Bidder will be allowed to participate during the opening of e-Tender.

2. PURPOSE & OBJECTIVE OF e-Tender:

- a) The e-Tender invited is for granting license AUDIO COMMUNICATION SERVICES to one or more agencies.
- b) Display of advertisement shall be restricted inside the 1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus), by fitment of Audio Communication Devices as well as LED Display Devices.

c) Display shall be provided inside the buses as per norms.

d) NUMBER OF BUSES AVAILABLE FOR ADVERTISEMENT :

Sl No	CATEGORY / TYPE OF BUSES	CSTC	WBTC	WBSTC	TOTAL
1	VOLVO AC BUSES	63	14	36	113
2	ASHOK LEYLAND AC BUSES	171	5	2	178
3	TATA MOTORS AC BUSES	--	6	16	22
4	TATA MOTORS 712 ES AC BUSES (Mini Bus)	10	--	--	10
TOTAL=		244	25	54	323

(The number of buses however may vary for each type of buses).

3. LICENSE FEE AND PERIOD OF LICENSE:

a) In the e-Tender offer, the Bidders shall quote the amount in absolute term applicable per bus per month.[AS PER ANNEXURE –II] The offered rate shall be exclusive of taxes, service taxes, fees, charges etc. payable to the local bodies, State Government, Central Government etc. as may be required under law for the display of advertisements.

b) On acceptance of the rate WBTC shall require an affidavit from the selected bidder/agency that the agency shall deposit during the period of contract the entire amount determined for all buses taken together per month in advance within five working day of every month.

c) Non payment as per above clause shall be construed as breach of contract and penal measures shall be taken against the defaulting agent.

d) The agency shall quote for all the available busses if no. of bus available below 50 for a particular category within a particular STU and at least 50 (fifty) buses if no. of bus available above 50 for a particular category within a particular STU for a period of minimum 2 (two) years.

e) The highest rate offered and accepted per bus per month shall be treated as the minimum license fee and WBTC shall be at liberty to issue license in favour of any agency who may apply for the same and accepts all terms and conditions as laid down hereunder.

BIDDER may inspect at their own cost, at different depots of WBTC(CSTC/WBSTC/WBTC), after taking permission from Managing Director, WBTC, or his authorized officer, to have an idea about the space available for fitment of necessary instrument for Audio Communication Devices as well as LED Devices before submitting their e-Tender.

4. SUBMISSION OF BIDS :

- a) The BIDDER shall **furnish both the Bids, viz a) Technical Bid & b) Commercial Bid electronically**. In addition to the same, it shall also be compulsory to submit in sealed cover the true copy of the Technical Bid along with EMD, cost of document etc. duly superscribed with NIT Number and subject on the cover.
- b) The prescribed format for **Technical Bid** is given in the Schedule – I and for **Commercial Bid** in Schedule – II shall be followed. The Technical Bid will be opened first. The Technical bids shall be examined and short listed to ascertain the eligible BIDDERS. Commercial Bid shall be only in respect of successful Bidders who have been declared as technically qualified shall be opened for further processing on the date mentioned for this purpose in the e-Tender documents. Determinations of technical bid to have technically qualified shall vest within the exclusive jurisdiction of WBTC and WBTC shall not be liable to explain its decision in this regard.
- c) BIDDERS are requested to go through the terms and conditions thoroughly before filling in the Technical bid and the Commercial bid. The language of the e-Tender shall be English.
- d) In the Technical bid, **the details of the Advertising firm, number of workers employed etc should be furnished clearly**.
- e) During the examination of the e-Tender by the Evaluation Committee, if it is found that there is any fault, the e-Tender will be liable to be rejected.
- f) The firm **should have the experience and satisfy all the terms and conditions as contained in the pre-qualification clause (enclosed in the annexure)**.
- g) **WBTC does not bind itself on accepting the highest tender and reserves the right to reject any/all tender without assigning any reason. Number of buses being allotted to any agency may be exclusively determined by WBTC.**
- h) If the successful BIDDER fails to deposit performance security and execute agreement within the scheduled time, the **Corporation will forfeit the EMD and this will also authorize the Managing Director, WBTC to make other arrangements for advertising work**.
- i) In the event of failure to carry out works on the part of the selected agency as per schedule and specification and complying terms and conditions, such failure shall result in the forfeiture of security deposit.
- j) The successful BIDDER **shall not assign or sublet the contract or any part thereof or any interest therein to others and on breach of this provision, Managing Director or his**

authorized officer concerned shall be competent to terminate the contract and also take such remedial measure as he may think fit.

k) Displaying of advertisement shall be carried out by the successful BIDDER as per the specification given by the Corporation from the date of issuing work order or thereafter and also to the satisfaction of the authorized officials of the Corporation who will have access for conducting inspection.

l) The BIDDER shall quote his offer category wise and STU wise buses as mentioned in the point number 2d. per month. No e-Tender shall be considered unless the declaration annexed as per schedule – I is executed by the BIDDER along with the Technical Bid.

5. e-Tender SUBMISSION :

a) Technical Bid shall comprise of e-Tender document duly signed on the bottom of every page and Schedule - I (with all annexures duly filled in) along with required documents/instruments.

b) Rate must be quoted strictly in the Format furnished in Annexure of the Schedule – II (Commercial Bid). **Rate must be quoted separately in ANNEXURE–B for audio communication services.**

c) Each and every page of the e-Tender including corrections, and overwriting shall be duly signed and attested by the BIDDERS, failing which the e-Tender offer is liable to be rejected. Incomplete e-Tender offer will also be rejected

d) Rate quoted be given in figures as well as in words. In case of difference between the e-Tender amount written in figures and words, the highest quote offered shall be considered as the offer rate for evaluation.

e) On the outer side of the sealed cover containing Technical Bid following words need to be superscribed:

“FITMENT OF AUDIO COMMUNICATION DEVICES AS WELL AS LED DISPLAY DEVICES IN 1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus)”.

6. e-Tender Bid VALIDITY

The e-Tender offer submitted shall remain open and for acceptance by the Corporation, for a period of three months from the date fixed for opening of e-Tender.

7.1) EARNEST MONEY DEPOSIT

The e-Tender must be accompanied by an interest free earnest money deposit (EMD) amounting to **Rs. 1.0 lakh (Rupees one lakh)** in the form of Bank Draft / Pay Order drawn in favour of “ West Bengal Transport Corporation Limited” Payable at Kolkata. Any e-Tender not accompanied by the EMD is liable for rejection.

7.2) REFUND OF EARNEST MONEY DEPOSIT

The Earnest Money Deposit of the successful BIDDER will be refunded soon after the payment of prescribed **security deposit** and on execution of agreement with the West Bengal Transport Corporation. The Corporation shall, however, have no objection in making adjustment of the Earnest Money Deposit of the successful BIDDER with the amount of security deposit to be made by him, if specifically requested by the successful BIDDER.

The Earnest Money Deposit of the unsuccessful BIDDER will be refunded after 30 days from the date of awarding the work to the successful BIDDER without any interest.

7.3) FORFEITURE OF EARNEST MONEY

The Earnest Money Deposit made by the BIDDER is liable to be forfeited without any prior notice under one or more of the following circumstances:

- a) If a successful BIDDER withdraws his offer after final acceptance of the e-Tender.
- b) If the successful BIDDER fails to make payment of the security deposit / advance licence fee within the stipulated time.
- c) If the successful BIDDER fails to execute the agreement in proper manner within seven days from the date of issue of the letter of acceptance.
- d) If the successful BIDDER fails to comply with any clause which he requires to act upon and comply with as per the terms and conditions of this e-Tender.

8. SECURITY DEPOSIT

i) The security deposit shall be of Rs 5 (five) lakhs or three months license fee, whichever is higher. The successful bidder shall deposit the Security Deposit in the form of Revolving Bank Guarantee within 30 days of intimation of acceptance of bid by WBTC, and thereafter execute an agreement with WBTC.

ii) If the successful BIDDER fails to remit Security Deposit as determined within the schedule period and subsequently fails to execute the agreement or violets any of the conditions of the agreement as executed during the period of contract, WBTC shall be at liberty to forfeit EMD/security deposit as the case may be. The EMD and security deposit shall not carry any interest.

9. IMPORTANT INFORMATION FOR APPLICATIONS:

Serial No.	Description of Scheme/item	Details of Information
1.	e-Tender Notice No. WBTC/MD/NIT-149/2017-18 dated 11.05.17	To be published in www.wbtenders.gov.in and www.cstc.org.in with intimation in daily newspapers.
2.	Name of the Scheme	Audio Communication Services inside 1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus).
3.	Earnest money deposit	Rs 1.0 lakh (Rupees one lakh) payable by a Demand draft / pay order drawn on any Nationalised Bank at Kolkata in West Bengal Transport Corporation Limited for each bid.
4.	Cost of e-Tender Document	Rs. 1000/- (Rupees ONE THOUSAND) only, payable by Bank draft/ pay order as mentioned in preceding row.
5.	Pre-bid Meeting	ON 23.05.2017 at 3-00 P.M. at 12, R.N. Mukherjee Road, Kolkata-700001.
6.	Last date and time of submission of Bids both electronically and physically	ON 31.05.2017 upto 12:00 Noon (Electronically in www.wbtenders.gov.in and physically at 12, R.N. Mukherjee Road, Kolkata-700001.)
7.	Opening of technical Bids and its evaluation	ON 02.06.2017 after 3:00 P.M. at 12, R.N. Mukherjee Road, Kolkata-700001.
8.	Opening of Financial Bids	ON 02.06.2017 after 3:00 P.M. at 12, R.N. Mukherjee Road, Kolkata-700001.

GENERAL TERMS & CONDITIONS

SECTION-II

1. GENERAL TERMS & CONDITIONS:

- a) Procurement, fitment and maintenance of the equipment's will be solely responsibility of the licensee. However, VOLVO Buses India Pvt. Ltd., Tata Motors & Ashok Leyland personnel will be requested to assist licensee in this regard for which necessary charges will have to be borne by the licensee.
- b) The Licensee shall furnish the programme for fitting of Audio Communication Devices as well as LED Display Devices on the buses allotted to the agency at least 7 days in advance to enable the corporation to keep vehicles ready.
- c) The schedule of fitting of such equipment's should not disrupt the normal operation of such vehicle. All materials connected with the fitting of devices shall be taken inside the depot only with gate pass duly signed by depot officials.
- d) The work relating to fitting of equipment's shall be made in the premises of the Corporation's depot where the vehicles intended for display are attached and ENTIRE JOB shall be done in the presence of depot officials nominated for the purpose during night time only under their direct supervision. The buses shall not be allowed to be taken outside the depot for any of type work in connection with such work.
- e) Authorization of persons employed for purpose of fitting of equipment shall be furnished by Licensee in advance to issue entry passes to allow them inside depot.
- f) No material and other resources of WBTC such as tools, labour etc. shall be provided to the Licensee by the Corporation for the purpose of fitting of devices maintenance, repair and removal of devices on and from the buses.
- g) The Licensee shall ensure full safety, security for the men and material of the licensee and licensor during the time of work for fitting of devices on the buses and the Licensee shall not cause any inconvenience to depot function during the time of such work.
- h) Maintenance of devices placed on the buses and any removal shall be executed by licensee at his cost. Under no circumstance lack of maintenance of the same shall be allowed to cause discredit to the image of the Corporation. If, the Licensee does not comply with the said requirements of maintenance norms, the contract agreement shall be suspended or ceased

after issue of notices. No bus shall be allowed to be taken outside the depot for the maintenance or removal of devices placed on the buses.

i) Repairs or removal of equipment shall be attended immediately on issue of notice by the Corporation within 7 days and if however such work is not attended by Licensee within stipulated time such devices shall be removed from the bus without intimation to the Licensee and the Licensee shall not be entitled to get any compensation on that account of such removal. On the contrary, cost of such removal shall be realized from the Licensee.

j) In cases when the devices is damaged due to external force like accidents etc, the licensee will be permitted, on application to the Corporation, to replace the same by fresh one for the remaining period of the license. The Corporation, however, is not liable to compensate the licensee for any loss arising out of non-display of advertisement/message on any of the buses allotted to the licensee for any period of time due to any reason.

k) All works related to display, maintenance, repairs and removal of equipment's will be allowed during night hours, i.e. between 22.00 hrs. and 04.00 hrs.

l) The Licensee shall ensure the full and complete removal of equipment's immediately on the expiry of license without causing any damage to the bus body and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the bus body during removal of equipment's by the licensee, the cost of such damage as decided by the Corporation shall be final in this regard and shall be borne by the licensee. However, if the equipment's are not removed within 24 hours after expiry of the license period, double the license fee on pro-rata basis shall be borne by the licensee. WBTC reserves the right of removing and disposing of such equipment's at its own direction. Cost of removal of equipment content as determined by WBTC shall be initially and immediately realized from security deposit/ advance license fee and the remaining amount, if any, shall be charged to the licensee for remittance to WBTC.

m) The licensee shall obtain a certificate from the competent authority of the corporation for having fitted the advertisement materials in the buses immediately after the erection work is fully completed in order.

n) The licensee shall also submit a monthly statement showing the details of advertisement fitted/ removed fleet wise, day wise on or before the 10th of every month to the licensor.

o) It shall be sole responsibility of the licensee to obtain all necessary permissions, orders etc. from the statutory authorities in matters concerned with display of advertisement.

p) The licensor shall not be responsible for loss of any equipment during the period of license and it is the full responsibility of the licensee to watch the advertisement materials

periodically. No remission or deduction shall be allowed from the license fee for the loss of advertisement panels. WBTC will hand over the buses in “as is where is” condition only, at the time of commencement of the contract. The licensee is liable for maintenance and rectification of defects during the period of agreement, at his own cost.

q) The licensee shall not alter, reduce or increase the size of devices area. In the event of such increase or decrease than the allotted size the contract will be terminated and such termination will cause forfeiture of security deposit, license fee and the firm will be blacklisted in such case.

r) The fixing/fitting of devices should be such that it will not disrupt the normal movement of passenger doors and windows. All the electronic destination boards should be visible totally after fixing the advertisement.

2. TEXT / PICTURE OF THE ADVERTISEMENT

2.1 The licensee shall obtain prior approval of the text/ picture of the advertisement to be displayed.

2.2 The licensee shall not display any advertisement which:

- a) Carry immoral or obscene picture or words.
- b) May cause nuisance to public
- c) May hurt the sentiments of any section of public.
- d) May defame any international/ national representation representatives/ leader/ flag/ emblem etc.
- e) Are prohibited by any Act, Law, Rules, Regulations of Central and State Governments, Local and other statutory bodies.
- f) Are of hazardous nature to the public.
- g) Contain information which may be considered as provocative.
- h) Contain information against the Governments, Public Sector undertakings and may be found as against the general policies, and principles of public order and governance.
- i) WBTC reserves the rights to withdraw /deface any advertisement, if it is considered necessary in the context of the aforesaid matters.
- j) Obtaining prior permission from WBTC will not relieve the responsibility of the licensee for the advertisement contents.

3. OTHER CHARGES

The licensee shall pay all the taxes inclusive of service tax, levies, duties, fees etc payable to the concerned authorities, from time to time and produce documentary evidence in respect of compliance of the above to WBTC, periodically. The license may be renewed only after

production of evidence for up-to-date payment of such charges to authorities and subject to observance of other terms and conditions.

4. RESTRICTIONS ON SUB-LETTING / PLEDGING/ TRANSFER/ CREATION OF CHARGE.

The licensee shall not pledge, sublet, sub contract, sell, transfer, create charges and dispose to any other agency/ body/ person. Otherwise the right of display of the advertisement covered under this contract will be cancelled. The letter of acceptance or the work order issued by WBTC should not be used for any other purpose including Bank Loan, Security or for any other financial transaction purpose.

5. PERMISSION FROM AUTHORITIES:

It is the sole responsibility of the licensee to obtain all necessary license /permissions / approval /orders etc. from the Government bodies, statutory authorities for all the matters concerned with advertisement, covered under this e-Tender under license fee.

6. LOSS OF PROPERTY:

WBTC will not be responsible for loss of any property relating to the display of advertisement on the buses due to any reason including theft, breakage, damage, accident, agitation etc. It is the full responsibility of the licensee to arrange for security /supervision in this regard and WBTC is not responsible for loss due to any reason. No remission or deduction shall be allowed from the license fee for the loss of such materials.

7. THE AGREEMENT:

The letter of acceptance will be issued by WBTC in duplicate for service and return of the acknowledgement copy in token of acceptance of the terms and conditions laid down. The successful BIDDER(s) on accepting the above letter shall arrange to remit the security deposit along with the advance license fee besides executing the contract agreement, within 30 days from the date of receipt of letter of acceptance and permission. The following documents shall be deemed to form and be read and construed as part of agreement.

- a) The Agreement.
- b) The letter of acceptance for the payment of advance license fee, security deposit and execution of contract agreement.
- c) Acknowledgement letter from the successful BIDDER.
- d) The e-Tender schedule.
- e) The successful BIDDER after signing the agreement will henceforth be known as licensee for this license.

8. LICENSE FEE PAYMENT:

- a) Upon compliance of relevant terms and conditions a license authorizing the selected agent(s) to carry out the advertisement job as stated hereunder shall be issued by WBTC. The contract period for the job shall be 1(one) year, which may be renewed further on annual basis subject to the satisfaction of the WBTC regarding performance of the Agency during the tenure of original Agreement. In case of renewal of the Agreement WBTC will be at liberty to incorporate new conditions/modify any of the existing conditions, as deemed fit, in consultation with the selected Agency.
- b) The licensee fee shall be paid in the form of Demand Draft in favour of **WEST BENGAL TRANSPORT CORPORATION LIMITED** payable at Kolkata on any Nationalized or Scheduled bank.
- c) The license fee, statutory levies, service tax etc. if not paid at the specific time, the contract will be liable to be terminated automatically with the forfeiture of security deposit and the license awarded will automatically be deemed to have been withdrawn by WBTC. The service tax is to be paid to WBTC along with every licensee fee as per rate applicable.
- d) An interest @18% shall be charged for the delay in remitting license fee to the Corporation in case where such delay has been allowed.

9. INSURANCE COVERAGE:

The licensee at his own cost may arrange for insurance coverage of advertisement towards loss due to accidents, theft, natural calamities etc.

10. PAYMENT OF TAXES, FEES, CHARGES, ETC:

- a) The licensee shall pay all taxes, fees, charges etc. demanded by local bodies, State Government, Central Government or any other authorized statutory bodies etc. from time to time without any arrears thereof outstanding. If the licensee fails to do so, the license granted will be terminated immediately and the right of the licensee to display advertisement on the buses allotted to him shall be cease forthwith having no compensation whatsoever for the purpose for the licensee. No adjustment of accounts of any kind shall be allowed towards payment of taxes, fees, charges etc. mentioned above.
- b) The licensee shall produce the receipts of payment in original as evidence for having paid all taxes, fees, charges, levies etc. as per demand made by concerned statutory bodies and hand over a photocopy of the same to the Corporation at the time of remitting the said

amount, failing which the Corporation shall be at liberty to terminate the license forthwith with no compensation to the licensee.

11. CANCELLATION OF PERMISSION:

The licensor shall not be responsible for any discontinuance of advertisement on the buses under the deed caused under instruction of the State and Central Government or due to the policy decision taken by the Board of Directors of the Corporation or by introduction of new statutory provisions. In the event of such discontinuation, the WBTC shall arrange to refund the security deposit by the licensee within 30 days from the notice of such cancellation after deducting any dues payable to the corporation by the licensee and on pro-rata basis of usage/display on the bus panel for advertisement.

12. INSOLVENCY OF THE LICENSEE OR NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF THE LICENSEE:

If the licensee is found to have committed any act of insolvency or adjudged insolvent or any order for compulsory winding up is made against them or any effective resolution for winding up voluntarily or subject to the supervision of the court or if the licensee shall suffer execution to be issued or shall suffer any payment under this deed to be attached or shall charge or encumber this contract or any payments due or which may become due to the WBTC hereunder, or compound with their creditors or if the licensee fails to observe and perform any of the obligations, covenants or deed on their part herein contained or if the licensee shall go into liquidation, then on all or any of such events happening, it shall be lawful for the WBTC without any notice, to determine this license and take possession on behalf of license of all equipment's and commercial venture advertisements displayed under this deed and the same shall become property of the WBTC to recover all sum then due hereunder and damage in respect of any breach or default on the part of licensee.

13. NOTICE OF TERMINATION OF AGREEMENT:

The agreement may be terminated without any notice and compensation to the licensee in any of the following cases:

- i) If during the period of agreement, the licensee makes default in paying the amount payable to the WBTC, as per provisions made under this deed.
- ii) If the licensee fails to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and perform then in all or any of such events. It shall be lawful for the WBTC to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions or if the

licensee fails to pay the prescribed license fee statutory duties/ taxes etc. within the prescribed due dates, the contract may be deemed to be cancelled automatically without further notice.

iii) If the licensee is found to have been black-listed either in the past or during the permission given by State/Central Government or Government undertaking, all deposits including any display of advertisement on the buses shall be recovered by WBTC with no compensation to the licensee in the event of all above.

14. FINAL DECISION IN MATTER OF DISPUTE:

The decision of the Managing Director of this Corporation shall be final and binding the Licensee in any matter of dispute. Any breach of the terms and conditions of the agreement by the licensee shall cause immediate termination with forfeiture of all rights, titles, privileges, etc. the decision of WBTC shall be final in this regard.

15. ARBITRATION

a) The dispute /differences between the WBTC and the licensee under the agreement shall be referred to the sole Arbitrator, the Chairman of West Bengal Transport Corporation and the proceedings shall be in accordance with the Arbitration and Conciliation Act and the Arbitrator's decision /order shall be final and binding on the both of parties. In case of dispute the Courts within the city of Kolkata shall be jurisdiction.

b) The rights, privileges hitherto enjoyed by licensee shall be deemed to have been taken over by West Bengal Transport Corporation immediately on expiry of the contract carried for the Advertisement on the buses.

c) WBTC reserves right to alter the number of buses and routes allotted to the licensee during the contract period. In case of any augmentation the licensee fee will be calculated based on the total no buses actually covered.

List of Annexure

Section-III

SCHEDULE – I TECHNICAL BID

(To be submitted physically also in a separate cover along with EMD)

ANNEXURE – I

LICENCING FOR AUDIO COMMUNICATION SERVICES **1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus).**

The BIDDER should have the following pre-qualifications (Please enclose authenticated copy of valid documents in support of each of the items):

1. Status of the BIDDER should be a registered establishment with valid Certificate of Registration /SSI Certificate issued by the Competent Authority.
2. The BIDDER must have sufficient experience in the field of Advertisement on the basis of valid authorization issued by the Competent Authority for at least **3(three) years**, with annual turnover of at least Rs10.0 lakh (Rupees TEN lakh only) (average) for successive 3 years.
3. The BIDDER must be financially solvent and capable of making necessary Security Deposit in respect of the buses for which the offer will be submitted against the e-Tender.
4. The BIDDER must have the Permanent Account Number (PAN) issued by the Income Tax Department.
5. The BIDDER must have valid Professional Tax Clearance Certificate issued by the Competent Authority.

Signature of the BIDDER

Date:

Name:

Seal:

ANNEXURE – II
DECLARATION

(To be enclosed in the Technical Bid)

I/We

hereby offer to undertake execution of the work for Audio Communication Services inside the **1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus)** in accordance with the conditions laid down in e-Tender and the conditions hitherto annexed apart from the conditions as may be agreed to between the Corporation and the successful BIDDER at the license fee rate offered by me/us as per the terms in the schedules attached to the e-Tender.

I/We agree to the conditions as specified in the e-Tender documents.

I/We enclose the demand draft/pay order for Rs(Rupees) drawn on.....Bank being EMD.

I/We am/are fully aware of the terms and conditions specified in the e-Tender schedule.

I/We agree that the Corporation shall not be bound to recognize any person other than me/us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not in conformity with the document and information furnished.

I/We agree that acceptance of this e-Tender within the prescribed time schedule shall constitute as valid terms and conditions and in accordance with the specification and details refer to above.

I/We further agree to comply with the terms and conditions of the contract that may be awarded to me/us on the basis of this offer and in the event of my/our failure to comply with the same during the period of contract I/We authorize the WBTC to forfeit the EMD remitted, and take other punitive measures, if any.

DATE

Signature of the Bidder

Address and office seal

ANNEXURE – III
TECHNICAL BID FORMAT

1. e-Tender reference no. :

2. Details of bank draft no., date deposited towards earnest money :

3. Name and style of advertisement agencies :

Enclose copy of registration certificate, (If applicable)

4. Full address of advertisement agencies:

5. In case of partnership, state the name and address of all partners:

a) Quote the partnership registration number and the date of registration of the firm.

6. In case of sole proprietorship, state the name with address:

7. State the year when the business or the firm has been established:

8. a) Has the BIDDER any previous experience for advertising services:

b) If so, please mention the details.

9. a) Have you any experience for display advertisement ? If so, give details :

b) If so, enclose a photocopy of the said certificate Along with the e-Tender.

10. Mention the no of buses for which you intend to submit the e-Tender:

11. Mention details of Vat registration no. and enclose a photocopy of Vat clearance certificate :

12. Are you financially solvent and capable of making Security Deposit to the extent required for display of advertisement buses? If so, please enclose financial solvency certificate from bank :

13. a) Are you income tax / P. Tax payer, if so, enclose self attested, photocopy of clearance along with the e-Tender and quote your PAN :

b) Enclose photocopy, self attested, of the last 3(three) years Audited balance sheet.(In case of companies / Transport Agencies /Registered Societies only).

ANNEXURE – IV

(TO BE EXECUTED ON WEST BENGAL GOVERNMENT Rs 50/- STAMP PAPER)

PROFORMA

INDEMNITY BOND

This deed of indemnity is executed on day of 2016 by M/Shaving its registered office at (herein after referred to as “License”) in favour of West Bengal Transport Corporation having its Registered office at 12, R.N. Mukherjee Road, Kolkata-700001 (herein after referred to as “Corporation”) :

The Licensee shall undertake the work of fitment Audio Communication devices as well as LED Display devices inside of 1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus), on the basis of Letter of Acceptance issued by the Corporation vide NO. on the buses under Licensee on the terms and conditions set forth in the e-Tender Document issued by the Corporation on.....

The Licensee shall indemnify WBTC from any covenant that may arise due to filing of a suit or otherwise by other in respect of any matter connected with displaying advertisement on the buses.

The Licensee shall indemnify WBTC from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of loss of property, loss of life, injury to body, etc.

The Licensee shall indemnify WBTC from any claim by any person or body of persons in the matter of wages, salaries, and compensation, due etc in connection with any matter covered under this License.

The Licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of advertisement covered under this deed to any other agency.

Date:

Signature of the Contractor:

Address and office seal:

SCHEDULE – II : COMMERCIAL BID

ANNEXURE –A

To: The Managing Director,
West Bengal Transport Corporation
12, R.N. Mukherjee Road, Kolkata-700001.

Sub: WBTC – e-Tender for Audio Communication Services inside the 1. VOLVO AC BUSES, 2. ASHOK LEYLAND AC BUSES, 3.TATA MOTORS AC BUSES, 4. TATA MOTORS 712 ES AC BUSES(Mini Bus).

We have examined the relevant e-Tender Schedule and quote our offer after accepting the terms and conditions incorporated in the e-Tender schedule, as hereunder.

We have already enclosed the Demand Draft towards the Earnest Money Deposit of the Technical Bid paid by us as per e-Tender schedule for an amount of

Rs.....(Rupees.....) vide DD
No...../dated..... drawn from
..... Bank.

We undertake, if our e-Tender is accepted, to pay the security deposit and to sign the agreement as per terms and conditions of the e-Tender schedule and subsequent conditions as agreed to by both WBTC and ourselves.

We hereby authorize Mr.....designation as the signing
..... Authority vested with the power of attorney on behalf of our firm.

(Letter with specimen signature is..... enclosed)

We hereby agree to pay the license fee in full as per the terms and conditions of the e-Tender document on or before the due date.

Yours faithfully,

Signature :

Name :
(In block letter)

Date :

Address :Company seal :

E-mail Id: -----, Phone No. : -----

ANNEXURE – B

COMMERCIAL BID FOR AUDIO COMMUNICATION SERVICES

(To be quoted electronically)

Name of the STU (CSTC/WBSTC/WBTC)	Category / type of buses (Mentioned at point number 2d.)	Number of buses Opted (According to point number 3d.)	Quote in Rs. Towards License Fee per bus per month (in figure & in words)	Remarks, if any

Condition: Highest quoted rate. :

Signature:

Name:

(In block letter)

Date:

Address:

Company seal:

E-mail Id: -----, Phone No. : -----