

WEST BENGAL TRANSPORT CORPORATION LIMITED
(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

TENDER DOCUMENTS

FOR

Tender No. WBTC/JMD/ NIT-215/2018-19

(ADVERTISEMENT RIGHT ON OUTSIDE PANNELS OF 350 BUSES (26 AC VOLVO BUSES,

6 AC BUSES & 318 NON-AC BUSE)

Due on : 23.07.2018

ISSUED FROM THE OFFICE OF THE

JT. MANAGING DIRECTOR

WBTC

TENDER SUBMITTED BY :

(MOBILE NO. _____ FAX _____)

WEST BENGAL TRANSPORT CORPORATION LIMITED
(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

TENDER NO. : WBTC/JMD/ NIT-215/2018-19

ADVERTISEMENT RIGHT ON 350 BUSES

1. Sealed Tenders are invited from experienced, reputed, resourceful and bonafide advertising firms for appointment **as sole concessionaire** to the Company for Advertisement Right on 350 Bus Bodies (26 AC Volvo, 6 AC & 318 Non-AC Buses) “*as it where it basis*” (**outside surface only**) for a period of **3 (three) years** as detailed below:

<u>Tender No.</u>	<u>Item</u>	<u>Reserved Price</u>
WBTC/JMD/ NIT-215/2018-19	26 AC Volvo Buses	Rs. 32,000/- per Bus p.m.
	6 AC Buses	Rs. 30,000/- per Bus p.m.
	318 Non- AC Buses	Rs. 2,500/- per Bus p.m.

2. Reserved Price has been fixed for total 3 years.
3. **Rates (exclusive of all Taxes)** shall have to be offered for 3 (three) years for all the Buses separately and categorizedly as above.
4. Tenderers are required to deposit Rs. **1=00 Lakhs** (Rupees : one Lakh) only as **Earnest Money** by Pay-order or Demand Draft on Nationalized Bank situated in Kolkata, drawn in favour of ‘WEST BENGAL TRANSPORT CORPORATION LIMITED’.
5. Sealed Tenders, addressed to the Jt. MANAGING DIRECTOR superscribing the subject for which rate is quoted, as well as the name of the Tenderer are to be deposited in the Tender Box located at the 2nd floor at Company’s Head Office at the above address by 12.00 hrs. on 23/ 07 / 2018. Tenders will be opened on 25.07.2018 at 13.00 hrs on the same date in presence of the attending parties or their authorized representatives.

The Company reserves the right to accept or reject all / any Tender fully or partly or to divide the rights of advertisement on Buses among Tenderers separately / exclusively without assigning any reason whatsoever. Award of the Bid is at the sole discretion of the Company.

JT. MANAGING DIRECTOR
WBTC LTD

(1)

WEST BENGAL TRANSPORT CORPORATION LIMITED

(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

Tender No. **WBTC/JMD/NIT-215/2018-19**

Due on: 23. 07. 2018.

(ADVERTISEMENT RIGHT ON OUTSIDE PANNELS OF 350 AC & NON-AC BUS BODIES – on“as it where it basis”(outside surface only)

sir,

You are hereby invited to offer your rates for the above Tender subject to fulfillment of minimum qualifications as stipulated in the **Guidelines for submission of Tender** attached hereto.

Your Tender duly filled in, signed and sealed, addressed to the Jt. MANAGING DIRECTOR, WEST BENGAL TRANSPORT CORPORATION LIMITED, 12, R. N. Mukherjee Road, Kolkata-700 001 should reach within the specified time mentioned in the Notice Inviting Tender. The Tender No., nature of the work and name of the Tenderer should be superscribed on the envelope.

Intending Tenderers shall pay the specified **Earnest Money** in cash (depositable at Company's Cash Counter) or by Demand Draft / Pay Order from a Nationalized Bank situated in Kolkata, **drawn in favour of 'WEST BENGAL TRANSPORT CORPORATION LIMITED'**. The DD/PO/Money Receipt shall have be submitted along with the original copy of the Tender document. **No personal account cheque will be accepted.**

The Tender shall remain valid for acceptance by the Company for a **period of 6(six) months** from the date of opening.

The Tenderer shall furnish the followings along with the Tender :

- (a) Name(s) of Banker / Bankers with detailed address(s).
- (b) Names of the Partners of the Firm where it is a partnership firm.
- (c) Attested Xerox copies of Balance Sheets of last two years and other credentials with the signature of Tenderer alongwith Partnership Deed in case of Partnership or Memorandum or Articles of Association in case of Company. **Non-compliance** of above may make the Tender **liable for rejection**.

The successful Tenderer shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules made thereunder. **Award of the Bid is at the sole discretion of the Company.**

JT. MANAGING DIRECTOR
WBTC LTD

(2)

WEST BENGAL TRANSPORT CORPORATION LIMITED

(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

Tender No. WBTC/JMD/ NIT-215/2018-19

Due on: 23. 07. 2018.

ADVERTISEMENT RIGHT ON 350 AC & NON-AC BUS BODIES

1. Sealed Tenders are invited from experienced, reputed, resourceful and bonafide advertising firms for appointment as **Sole Concessionaires** to this Company for Advertisement right on 350 WBTC Buses for a period of **three years** from the date of execution of the relevant contract as per Notification of Award.
2. Quotations are to be submitted for Advertisement Right on **outside body panel of 350 Buses (outside surface only)** excluding the spaces where LOGO of WBTC is embalmed and on the portion where Retro-reflective strips are pasted and also the spaces inside of the Buses.
3. All documents in connection with the Tender shall have to be written in ink and in English. Documents written in pencil or erased or over-written or quoting additional rates shall not be accepted. No telegraphic offers will be accepted. **Each page of the Tender Documents is to be signed by the Tenderer.**
4. The Company will take no responsibility for the delay, loss of non-receipt of Tender documents sent by post and on no account any extension of time for submitting Tender, on above grounds be considered.
5. **Rates (exclusive of all Taxes)** shall be quoted in both words and figures in 'Rupees' and 'Paise'. If the rates expressed in words and figures do not agree, the higher of the two will be considered.
6. The Tenderer shall submit his Tender within the period specified in the Tender Notice. Tender shall be completed in all respects.
7. The Advertising Firm should furnish along with sealed Tenders all particulars about the Firm / Company in the enclosed form.
8. No Tender shall be considered unless accompanied by certified true copies of Income Tax Certificate, Trade License, Professional Tax Certificate, GST Registration Certificate, Banker's Confirmation Letter and Credentials in support of last three years' business and copies of Balance Sheets of last two years.
9. **No Counter clause shall be considered / accepted** and it will be considered non-compliance of terms and conditions of Tender.
10. **Tender documents are not transferable.** Tenders are liable to outright rejection if no Tender documents seem to have been purchased in the name of the relevant Tenderer.

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The Company reserves the right to accept or reject all / any Tenders fully or partly or divide the work of advertisement on buses between two or more Tenderers separately / exclusively without assigning any reason whatsoever. **Award of the Bid is at the sole discretion of the Company.**

11. The **Earnest Money will be forfeited** if the successful Tenderer withdraws his Tender and / or fails to deposit the required amount of Security Deposit and / or fails to execute a formal Agreement within the specified period in the manner stated hereinafter.
12. No Tender / quotation shall be considered unless accompanied by the deposit of **Earnest Money of Rs. 1,00,000/- (Rupees : One Lakh) only**. The said Earnest Money of successful Tenderers will be released after deposit of Security Money.
13. In case of successful, the Tenderer will be required to deposit a sum **equivalent to 20%** (twenty percent) of the total contract value in advance by Bank Draft or Bank Guarantee on a Nationalized Bank in Kolkata as **Security Deposit**.
14. The Earnest Money / Security Money as deposited will carry no interest and the Company will have the full liberty to encash any Draft/Pay Order/ Bank Guarantee deposited on account of Earnest Money / Security Deposit. Security Money will be refundable after expiry of 3 (three) months from the date of termination of the contract subject to adjustment, if any, in respect of any dues payable to the Company.
15. After full payment of the **Security Deposit** as stated above and **payment of Half-yearly rental in advance in full along with all other Taxes, as applicable** the successful Tenderer will have to enter into a formal Agreement with the Company within **fifteen days** from the communication of the acceptance of the offer.

The whole contract is to be executed in the most approved, substantial and workmanship manner in all respects in accordance with the conditions of the Contract. Buses will be provided "*as it where it basis*". The successful Tenderer cannot object it.

16. All matters of advertisement should be placed before the Company for approval. The Jt. MANAGING DIRECTOR of the Company and/or his authorized official shall have the **right to reject any 'matter'** without assigning any reason whatsoever.

Installation, erection and paintings shall have to be done by the Advertising Firms and all related costs and expenses shall have to be borne solely by the Advertising Firm.

17. The Municipal Taxes leviable by KMC, GST and any other Taxes leviable by any other Authorities, if payable shall be borne by the Advertising Firm fully in addition to the contractual amount of Rental payable to the Company.
18. Materials for advertisement on the Bus bodies shall have to be supplied solely by the Advertising Firm at its own costs.
19. Painting and fittings in / on Buses shall have to be done between 12 mid-night and 4 A.M. inside different Depots premises and / or at such time as may be decided by the Local Authority of the concerned Depot of the Company hereinafter.

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20. The Jt. MANAGING DIRECTOR and/ or his authorized official of the Company shall have the **power to refuse any display** of advertisement which in his opinion may be considered obscene or political in nature or of a generally unsuitable character.
21. Passport size photograph of the workers of the Advertising Firm shall be forwarded to this office for issuing the entry passes for the purpose.
22. The total amount Tendered for and accepted in respect of three years is to be paid in installments **half-yearly** with in **1st week of commencement each half-year in advance along with other Taxes, as applicable** failing which the Company without any prejudice to its other rights reserves the right to terminate the contract giving **14 days' Notice** in writing and refuse to display any advertisement brought for the purpose. **No piecemeal payment of Rental will be accepted.**
23. Buses may remain out of service for Repairs & Maintenance and / or for any other reasons. No claim will be entertained for rebate / adjustment if a car remains out of service. The Company may replace the Buses on request of the Tenderer, if available.
24. **No rebate on temporary decline in outshedding shall be entertained.** These should be considered as normal outshedding. Buses will be provided "*as it where it basis*". The successful Tenderer cannot object it.
25. For avoidance of doubt and dispute it is specifically stated that Buses plying in Public streets and open to hazards, common to all and the Company will have no liability if the advertisement on the Buses suffers defacement / soiling / repairs or damage in any manner whatever by acts beyond the control of the Company and no claim for compensation or for rebate in this connection will be entertained by the Company even if such defacement is caused due to renovation, repairs and maintenance of Buses by the Company or otherwise.
26. The Advertising Firm shall at all times indemnify the Company against all claims which may be made in respect of the work / contract for infringement or any right protected by Patent Registration or Design or Trade Mark or in respect of any injury or death caused to any labour / worker employed by the Advertising Firm or to any other person by falling of any fittings or parts of advertisement and or by any manner whatsoever.
27. If the Advertising Firm contravenes any of the terms and conditions of the contract, the same shall be liable for immediate termination and the Company will be empowered to claim **Liquidated Damage at the rate of 10%** of the Contract amount for the remaining period of the Contract which will be recovered firstly from the Security Deposit, and if any balance found remains further the same shall be claimed separately for payment without prejudice to its other rights and remedies the Company may be found entitled to under the Law and Equity.
28. The **Contract is generally meant for three years**, commencing from the date of the execution of the Contract as per Notification of Award but the Company may, at any time giving three months' Notice or less than 3 months notice in writing to terminate the Contract in the interest of Public or change of Govt. Policy and also where the interest of the Company is closely related and / or otherwise. The Advertising Firm will have no right to object to the

same or demand any compensation for such pre-mature termination from the Company in any manner.

29. The painting or sticking of Vinyl on the Buses will have to be done at the Depots and under the direct supervision of the Bus Engg. Division. In case the painting as above is not in conformity with WBTC's specification and satisfaction, the same may be done by the Company with their Authorized Agents at the cost of the Tenderer. **No painting/ sticking of Vinyl will be allowed on WBTC's Logos, Notifications, Retro-reflective strips, inside/outside the Bus bodies and other places as decided by the Local Authority of the Depot concerned.**
30. After expiry of the Contract period or the period of Termination Notice or cessation of the Contract (whichever is earlier) in any manner whatsoever, the Advertising Firm shall have to **deface the advertisement** displaying on the Bus bodies from the allotted spaces within 14 days with the specified color selected by WBTC Authority, failing which this Company shall be at liberty to remove the matter of advertisement on Bus bodies. Defacement and demurrage charges shall have to be paid separately by the Advertising Firm or shall be recovered from Security Deposit of the Advertising Firm.
31. In the event of any disputes or difference arising between the two parties as to the construction or execution of the Contract or the respective rights and liabilities of the parties, such dispute or difference shall be adjudicated in the Court of law of the Competent jurisdiction within Kolkata.
32. Incomplete Tender or Tenders submitted with qualifying conditions and variance with the terms and conditions of the Tender are liable to be rejected.
33. The Tenderer shall have no right to issue addendum to Tender documents to clarify amend, supplement or delete any of the conditions, Clause or items stated therein. Buses will be provided "*as it where it basis*". The successful Tenderer cannot object it.
34. In case of **Tie** (i.e., same rates quoted by two or more Tenderers) in quotations, the decision to accept or reject any / all of the quotations shall be reserved with the Company and the Company shall have the right to negotiate or invite Fresh offer from the Tenderers.
35. Intending Tenderer(s) may obtain any clarifications in detail before submission of Tender which implies that the Tenderer(s) has obtained all the required clarifications and that he has agreed to all General Terms and Conditions herein specified.
36. Only one Tender is to be submitted by one Tenderer.
37. The engagement of labour during execution of work should generally to be in accordance with the Labour Laws, in force, of the Government.
38. Any loss / damage caused to the property of the Company during execution of work and afterwards within the contract period, the same has to be made good by the Tenderer as per assessment of the Company.
39. **No piecemeal / on account payment of rental shall be accepted.** The Contract shall be liable to be cancelled if total half-yearly rental in advance are not paid in time.
40. The Concessionaire shall not assign or transfer the Contract or part thereof.

WEST BENGAL TRANSPORT CORPORATION LIMITED

(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

12, R. N. MUKHERJEE ROAD, KOLKATA – 700 001

TO BE SUBMITTED ALONG WITH SEALED TENDER

1. Name of the Firm ::
2. Date of Establishment ::
2. Address Head Office ::
Branches Office ::
4. Telegraphic Address ::
Telephone number ::
Mobile No. ::
E-mail / Fax ::
5. **Is your Firm registered under :**
 - a) The Indian Companies Act, 2013? If so, please give the names of Directors. ::
 - b) The Indian Partnership Act, 1932/LLP? If so, please give name of the Partners ::
 - c) If act registered under any of the Acts stated above; please furnish particulars of your organization and Proprietorship. ::
 - d) If you are registered as a 'Small Industries' give Particulars ::
 - e) Name and Address of your Bankers ::
 - f) Please state the name in which the account stands and the year in which the account was opened. ::
6. Are you on the approved lists of Advertising Agents and if so, the reference and other particulars thereof :
 - a) Railways ::
 - b) Calcutta State Transport Corporation, WBSTC etc. ::

c) Motor Vehicles Deptt. ::
Govt. of West Bengal

d) D.G.S. & D., New Delhi ::

e) Any other State/Central ::
Govt. or State/Central Govt.
Commercial Undertakings.

7. Some other important clients ::
other than that above with whom
you have/had dealings since
last three years :

Please enclose a copy of your ::
Income Tax Clearance Certificate
(including previous three years
turnover & the Tax Remittance
countersigned by the Income Tax
Officer of circle under seal of his office

8. Any others information which ::
you like to give

I / We do hereby declare that to the best of my / our knowledge the information given above are correct, complete and truly stated.

PLACE :: _____

SIGNATURE :: _____

DATE :: _____

DESIGNATION :: _____

OFFICE SEAL :: _____

WITNESS :

Name :: _____

Address :: _____

FORM OF TENDER

To
The Jt. MANAGING DIRECTOR,
WEST BENGAL TRANSPORT CORPORATION LIMITED
12, R. N. Mukherjee Road
Kolkata-700 001.

Re : **ADVERTISEMENT RIGHT ON 350 AC & Non-AC BUS BODIES**

Tender No. **WBTC/JMD/ NIT-215/2018-19**

Due on: 23. 07. 2018

Sir,

Having examined your Tender Notice, Tender Documents and Memorandum hereinafter set out and **having acquired the requisite information after thorough inspection of 350 Buses** relating thereto as effecting the Tender, I / We hereby offer to execute the work at the rate mentioned below :

**A. PROFORMA FOR QUOTING RATES FOR ADVERTISEMENT
RIGHT OUTSIDE OF 350 WBTC AC & NON-AC BUSES BASED ON
THE TERMS AND CONDITIONS AS MENTIONED HEREIN**

Rates Quoted

(Exclusive of all Taxes, free and clear of all deductions)

1. FOR 26 AC VOLVO BUSES **PER BUS P.M.** **Rs.**
(Rupees)

2. FOR 6 AC BUSES **PER BUS P.M.** **Rs.**
(Rupees)

3. FOR 318 NON- AC BUSES **PER BUS P.M.** **Rs.**
(Rupees)

